RFA Number CCH-MMV-2016-02

HEALTH RESEARCH, INC. and New York State Department of Health

Request for Applications

Mobile Mammography Vans

KEY DATES

RFA Release Date: August 11, 2016

Letter of Interest Due: September 1, 2016

Questions Due: September 1, 2016

Questions, Answers and

Updates Posted on or about September 22, 2016

Applications Due: October 19, 2016 by 3:00 PM EST (refer

to page 5 of the RFA for additional details about

application due dates)

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NYSDOH Bureau of Cancer Prevention and

Control

150 Broadway, Riverview Center Room 350

Menands, New York 12204

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I. Introduction

A. Purpose/Intent

The New York State (NYS) Department of Health (the Department) and Health Research, Inc. (HRI) are seeking applications for the purchase and operation of mobile mammography vans to provide breast cancer screening services to patients in need of screening. Awardees will provide services throughout the designated service regions identified in Attachment 1, Mobile Mammography Van RFA Service Regions Map. Awards will be made to health care facilities/hospitals certified by the U.S. Food and Drug Administration in accordance with the Mammography Quality Standards Act (MQSA) and accredited by the American College of Radiology at the time of application for the purchase and operation of mobile mammography vehicles. Awardees will 1) purchase, equip and obtain all needed certifications and licenses to operate a mobile mammography van, 2) design, staff and implement a mobile mammography screening program in accordance with best practices to screen at least 600 patients in the first award year, and then 3,600 patients annually for each of the next two years, for a total of 7,800 patients screened by each awardee throughout the selected, multicounty service region, over the course of the three-year award period, 3) develop partnerships across the multicounty service region through which to promote and conduct local screening events and 4) participate in formal process and outcome evaluation activities to monitor the impact of the proposed projects.

B. Background

The Department and HRI seek to reduce the burden of cancer for all New Yorkers through the coordination and implementation of population- and evidence-based or evidence-informed strategies across the cancer care continuum – from prevention, to early detection, diagnosis, and treatment, through survivorship. The Department programs conduct surveillance to monitor rates of cancer and its associated risk factors, raise awareness about and support cancer prevention efforts such as tobacco control, reductions to exposure to harmful ultraviolet radiation, and improved access to healthy foods and opportunities for physical activity. The Department's Cancer Services Program promotes and provides access to critical breast, cervical and colorectal cancer screening and diagnostic services among NYS's most vulnerable populations, facilitates access to treatment as needed, and assists with enrollment of eligible individuals in the NYS Medicaid Cancer Treatment Program which provides full Medicaid coverage for the duration of the treatment period for eligible individuals diagnosed with breast, cervical, colorectal or prostate cancer. Other Department programs address the public health needs of cancer survivors.

To support women in the fight against breast cancer, Governor Andrew M. Cuomo launched a comprehensive, statewide plan in January 2016 to increase the number of women screened for breast cancer and reduce its devastating burden in NYS. The goal of the comprehensive plan is to achieve a 10% increase in breast cancer screening rates over five years. New initiatives include statewide public awareness campaigns, community-level peer education projects, clinic-based patient navigation support, new requirements for hospitals to increase the availability of screening mammography appointment times, and promotion of private sector four-hour leave policies for breast cancer screening. The plan also includes a new, statewide mobile mammography van initiative, which is the focus of this funding opportunity.

C. Problem/Issue Resolution

One of every two men and one of every three women will be diagnosed with cancer at some time in their life. In NYS, nearly one in four deaths is due to cancer. Breast cancer is the most commonly diagnosed cancer and the second leading cause of cancer death among women in NYS. Each year, approximately 15,000 women in NYS are newly diagnosed with breast cancer and approximately 2,640 die from the disease (NYS Cancer Registry). Screening for breast cancer can increase the likelihood of identifying cancer at an early stage when treatment is most successful. Once screened, follow-up diagnostic testing is critical to ensure women receive necessary, potentially life-saving treatment.

While NYS is close to achieving the Healthy People 2020 objective with nearly 79% of NYS women aged 50 to 74 years indicating that they received a mammogram within the past two years (BRFSS 2014), there were approximately 576,000 women in 2014 between the ages of 50 and 74 years who had not been screened for breast cancer. In some areas of the state, the estimated number of women in need of screening is higher than in other regions. Women least likely to be screened are those without health insurance and those without regular access to a health care provider. Other characteristics of women less likely to be screened include women who are immigrants, have lower incomes and are less educated. Many women report not being screened for reasons such as being afraid of experiencing pain, being afraid of the results and not knowing they need to be screened. Structural barriers are also reported such as not being able to get to appointments because of lack of transportation and not having access to convenient appointment times. The Community Preventive Services Task Force, which is an independent panel of experts appointed by the Centers for Disease Control and Prevention, recommends the removal of structural barriers as an evidence-based intervention to improve breast cancer screening rates.

This mobile mammography van funding opportunity is intended to help overcome structural barriers to screening mammography in every NYS county and New York City (NYC) borough (Attachment 1). Populations to be served will include, but are not limited to, women who lack regular access to preventive health care because they are socioeconomically disadvantaged or reside in poorly served inner-city or remote rural areas. Successful awardees will provide mobile mammography screening services in a variety of locations throughout their entire service regions, within all counties noted in the service regions they propose to serve. Collaboration with key health care and community partners is expected in order to plan and conduct screening events that maximize use of the mobile mammography services, reach at least 7,800 women over the three-year award period (at least 600 in the first year and 3,600 each of the next two award years) and ensure timely diagnostic follow-up and, if needed, referral to treatment services. Awardees will be expected to collaborate with NYS Cancer Services Program contractors in their service regions (http://www.health.ny.gov/diseases/cancer/services/community_resources/).

D. Available Funding and Anticipated Awards

The Department and HRI anticipate making up to six (6) to ten (10) awards. Each awardee will receive two (2) contracts; a contract with HRI to support operations (personal and other-than-personal costs) and a sole source contract with the State to award State Capital funds to support the purchase of the van and/or mammography equipment.

The HRI awards will be renewed annually for three years with the potential for additional financial support in years four and five; awards are anticipated to begin within two months of the notice of awards, on or about February 1, 2017. The State Capital funds contract will be for a two-year period coinciding with the first and second annual contract periods of the HRI award.

The annual value of the HRI awards is anticipated to be up to \$1,070,000 for a total three-year award value of up to \$3,210,000 for each awardee. The State Capital funds appropriation supporting this initiative totals \$5M. In the event that there is additional funding available, these values may increase if needed.

Applications will be accepted and reviewed on a rolling basis until all available funds are committed. The first round of applications are due on the date indicated on the cover of this RFA; additional application and award dates will be announced as needed pending the results of this RFA. Applications for regions awarded contracts in prior review cycles will not be accepted in subsequent review cycles. This funding opportunity is ongoing, until available funds are awarded, and as such, contract start dates will vary. The first awards are anticipated to begin February 1, 2017 and end January 31, 2020. Further information regarding contract terms are found in the "Term of Contract" section of this RFA.

II. Who May Apply

A. Minimum Eligibility Requirements

Eligible applicants are:

• Health care facilities/hospitals certified by the U.S. Food and Drug Administration in accordance with the MQSA and accredited by the American College of Radiology at the time of application.

Please Note: Applications not meeting the minimum eligibility requirements will not be reviewed.

B. Preferred Eligibility Requirements

- Preference will be given to applicants that can demonstrate that they have the ability to conduct the full scope of work as stated within RFA Section III, *Project Narrative/Work Plan Outcomes*, throughout their entire designated service region (Attachment 1).
- Preference will be given to:
 - o applicants that currently do not operate mobile mammography van service, or
 - o applicants that propose to implement mobile mammography services in areas that do not currently have access to such services, or
 - o applicants that propose to implement mobile mammography services targeting populations that do not currently have access to such services, or
 - o applicants that propose to assign a Medical Director that is board-certified in Radiology to directly oversee all functions of the project.

<u>Please note:</u> Although not preferred, existing mobile mammography programs that can demonstrate that the funding opportunity will be used to expand or upgrade their services and implement the full scope of work as noted in RFA Section III, across the entire service area are encouraged and eligible to apply.

III. Project Narrative/ Work Plan Outcomes

A. Project Summary

The Department and HRI will award contracts to health care systems/general hospitals certified to provide mammography services in accordance with the MQSA for the purchase and operation of mobile mammography vehicles. Awardees will 1) purchase, equip and obtain all needed certifications and licenses to operate a mobile mammography van, 2) design, staff and implement a mobile mammography screening program in accordance with best practices to screen at least 600 patients in the first award year, and 3,600 patients annually for each of the next two years, for a total of 7,800 patients screened throughout each designated, multi-county service region, over the course of the three-year award period, 3) develop partnerships across a multi-county region to promote and conduct local screening events and 4) participate in formal process and outcome evaluation activities to monitor the impact of the proposed project. Target populations will include, but are not limited to, socioeconomically disadvantaged patients who lack regular access to preventive health care, patients who reside in poorly served inner city or remote rural areas and patients without health insurance. Awardees will collaborate with the local Cancer Services Program contractors in their regions to ensure patients without health insurance have access to affordable care.

B. Scope of Work

Successful applicants will implement and manage the following activities, under the guidance of the Department/HRI:

1. <u>Purchase, equip, and obtain all needed certifications and licenses to operate a mobile mammography van</u> in accordance with applicable NYS regulations.

Within the first nine (9) months of the contract period, conduct all necessary activities to select a vendor and purchase the recreational vehicle, customize/outfit per requirements, and obtain all required permissions to operate the van including, if applicable, a Certificate of Need (CON) from the Department. *

Awardees will receive a State Capital funds contract that will support the van/equipment purchase. The basis for this contract will be information provided along with the application to this RFA which will include detailed van and/or equipment specifications and an itemized budget supported by documentation of at least three (3) bids for the purchase of the van and/or equipment. Upon contract execution, contractors will reserve the vehicle and/or equipment through the advance of a down payment of at least 50% of the cost, and, will purchase and receive the van and/or equipment via the State Capital funds contract.

- a. Vans purchased as a result of this award shall NOT provide diagnostic screening services. (Successful awardees will establish partnerships with fixed location facilities across their service regions that can provide such services.)
- b. Van and equipment specifications must include:
 - A waiting area, a registration area to perform patient check-in and form completion, a changing room and a mammography room which contains a fixed full field digital mammography unit accredited by the American College of Radiology.

- ii. A proper air conditioning and heating system including temperature and humidity monitors in the van to ensure proper temperature control. Van temperature must be monitored 24 hours a day, seven (7) days a week to ensure proper digital mammography equipment maintenance.
- iii. An X-ray generator and filtered power supply.
- iv. The Department and HRI are committed to ensuring funded contractors provide services that are fully and equally accessible to persons with disability. Applicants should ensure that the design and operation of the proposed mobile mammography vehicle complies with provisions of Section 504 of the Rehabilitation Act of 1973, Title II and III of the Americans with Disabilities Act (ADA) and Section 296.2 of New York State Human Rights Law, or that persons with disability are otherwise provided with another mammography location that is equal in every other aspect. Applicants are directed to the Department of Justice and the U.S. Access Board Standards for Accessible Design for guidance on specifications for physical access to, and within, the mobile mammography vehicle.
- c. By the end of year one, obtain all necessary training on van and van equipment use, and register the mobile van as part of the facility's NYSDOH Center for Environmental Health/Bureau of Environmental Radiation Protection X-ray equipment registration certificate.
- * Those applicants representing Article 28 facilities are required to submit a CON no later than the application due date, as listed on the cover of this RFA. Contract approval is contingent upon CON approval. For information about the CON process, including how to submit a CON application, visit the Department of Health website at: http://www.health.ny.gov/facilities/cons/. Call the Department's Bureau of Project Management at 518-402-0911 with questions about how to submit or how to answer the questions within the CON application. Should the highest scoring RFA applicant in any one region fail to receive an approved CON, the award will be offered to the next highest scoring RFA applicant within that region with an approved CON. Non-article 28 facilities are also eligible to apply for this funding opportunity, but are not required to submit a CON.
 - 2. Design, staff and implement a mobile mammography screening program in accordance with all applicable state laws and regulations and the following best practices to screen at least 7,800 clients throughout the entire service region over the course of the three-year HRI award (600 in year one and 3,600 each of the next two years).
 - a. Hire, recruit and train a team of licensed or otherwise appropriately skilled (e.g., MQSA-qualified) staff to operate all functions of a mobile mammography van program. Qualifications should be consistent with standard best practices, NYS- specific licenses and registrations, and, where applicable, national certifications and training requirements. At a minimum, the staffing functions listed below should be fulfilled. One staff person may fulfill multiple functions. There are no required full time equivalents (FTEs) for each identified function, applicants should demonstrate that the proposed FTEs should be sufficient to implement the required scope of work throughout the entire service region and attain stated goals and objectives. These functions may be budgeted in full or in part on this award, and may be subcontracted to consultants, per diem staff or other organizations as needed and appropriate to implement the full scope of work throughout the entire service area. Staffing proposals should be sufficient to ensure that screening events can be conducted in the absence (unplanned or otherwise) of any one or more key staff to ensure continuity of all services, required contract deliverables, and outcomes.

- Medical Director (MQSA qualified, preferably a physician who is board-certified in radiology) – directly responsible for overseeing all functions of the mobile mammography program to ensure compliance with all state and federal requirements.
- ii. Medical Physicist (MQSA qualified, preferably board certified in medical physics) responsible for acceptance testing on the van equipment including annual testing to ensure compliance with the MQSA, quality assurance and quality control reviews, dose measurements, completion of NYS Department of Health radiation protection surveys and reviews of the technologist quality control program.
- iii. Program Coordinator responsible for administrative management of the mobile van program, including preparation of financial and strategic models, maintaining partnerships across the multi-county region, maintaining the program calendar, managing equipment, coordinating insurance billing and administration, tracking and reconciling funds and maintaining key program metrics.
- iv. Mammography Technologist / Radiologic Technologist (MQSA qualified) responsible for performing screening mammograms, mobile unit inspection, quality control tests, gathering patient histories and performing client intake, troubleshooting patient flow delays and mechanical and technical issues and downloading images at the end of each screening day.
- v. Program Assistant responsible for assisting the Program Coordinator, scheduling patient appointments, communicating results of mammographic examinations to referring health care providers including sending reports to physicians and clinics, updating the site log, mailing patient letters, reviewing and updating all unresolved cases, sending release of medical information documents to physicians and working with all clients who have abnormal findings to ensure diagnostic follow-up is complete.
- vi. Patient Services Coordinator/NYS Commercial Driver's License (NYS CDL) Certified Van Driver responsible for driving to and from the scheduled sites, organizing and reviewing the paperwork for each patient, asking and documenting patient history questions, inspecting the mobile unit before and after each trip, and documenting and reporting issues to the Program Coordinator.
- b. Beginning no later than the final quarter of the first award year, screen a minimum of 600 patients prior to the end of the first award year. Screen a minimum of 3,600 patients annually in years 2, and 3, for a total minimum number of 7,800 patients screened throughout the entire service region over the three-year award period for each awardee.
- c. Collaborate with primary care health systems and community-based partners to ensure that the mobile mammography van/screening events are offered throughout the entire service region over the course of the three-year contract period such that the total number of patients screened throughout the contract period are representative of the entire service region.
- d. Before beginning to offer screening services, comply with 10 NYCRR 16.19 (a) or, for screening programs that plan to screen clients that do not have a primary care provider or referring physician's order, apply to the Department as required by 10 NYCRR 16.22. Comply with any other applicable state laws and regulations such as 10 NYCRR 405.33.
- e. Implement mammographic screening services in accordance with best practices established by the American College of Radiology. http://www.acr.org/~/media/ACR/Documents/PGTS/guidelines/Screening_Mammography.pdf

- f. Before beginning to offer screening services, establish and implement protocols for timely mammographic readings and return of results to patients and their primary care/ordering providers.
- g. Before beginning to offer screening services, secure provider agreements with local health care systems for diagnostic services. Ensure a sufficient number of diagnostic providers participate in the mobile mammography program to deliver these services throughout the entire service region, closest to patients' primary locations.
- h. Before beginning to offer screening services, establish and operate a care coordination or case management process to ensure patients who receive a recommendation for follow-up after screening mammography obtain the care they need in a timely manner, including access to treatment.
- Coordinate recruitment, screening and follow-up, including access to treatment through the NYS
 <u>Medicaid Cancer Treatment Program</u>, for uninsured patients with the local <u>Cancer Services</u>
 <u>Program</u> contractors in the service region by becoming a participating provider in the Cancer Services Program.
- j. Coordinate and conduct semi-annual preventive maintenance with the equipment manufacturer or hospital in-house Biomed resource.
- k. Six months prior to the end of the three-year award period, submit a plan for sustaining mobile mammography screening operations beyond this three-year award based on a model whereby: (1) ownership of the van may be transferred from the State to the contracted facility for continued provision of mobile mammography and/or other public health services, or, (2) dispositioning the van to another facility for their use providing mobile mammography and/or other public health services, or, (3) liquidate the van (funds that result from liquidation of the van must be placed into an approved program to support cancer services).
- 3. <u>Develop partnerships across the multi-county service region to promote, conduct recruitment and offer local screening events.</u>
 - a. Clearly identify target populations for mammography van services based on known regional characteristics; ensuring provision of services to underserved populations throughout the service area. While services are not limited to underserved populations, awardees are expected to ensure underserved populations throughout the service region are prioritized to receive services.
 - b. Develop an annual plan to deliver culturally appropriate breast cancer screening events throughout the entire service region (Attachment 1). The plan should maximize contact with patients who represent underserved populations.
 - c. Identify and establish partnerships with all appropriate health care providers and community organizations, including other NYS breast cancer programs, across the service region to plan and coordinate execution of screening events and schedule eligible patients for breast cancer screening.

- d. Establish a scheduling system to maximize patient reach and reduce patient no-show rates.
- e. Conduct promotion and recruitment activities to promote screening events to target populations throughout the service region. Strategies should employ a variety of different methods and partners to maximize reach to target populations. Promotion and recruitment activities may include collaborations with clinical providers/organizations/systems, community-based health and social service agencies, community decision-makers, faith-based organizations, media, non-traditional partners, etc., to broadly promote the van services and ensure promotion and recruitment messages reach the intended target populations.
- 4. Participate in formal process and outcome evaluation; Monitor and report on project outcomes.
 - a. Conduct formal project evaluation under the direction of the Department/HRI.
 - b. Monitor and report on project progress and outcomes, successes and best practices in a format and timeframe to be defined by the Department/HRI. This will include, but is not limited to, reporting on the number of clients screened, the reach to the proposed target populations and screening client demographics. Process and outcome metrics will be developed by the Department/HRI and shared with contractors upon contract execution.
 - c. Under the direction of the Department/HRI, revise work plans as indicated and needed based on evaluation, monitoring and reporting and to ensure full reach to the minimum number of clients to be screened, as noted above, RFA Section III.B.2.b.
 - d. Submit the periodic reports using templates and guidance to be provided by the Department/HRI as per the payment and reporting requirements outlined in Section IV. Administrative Requirements, H. Payment and Reporting.
 - e. Successful awardees will participate in required trainings, routine oversight meetings, monthly project calls and others as determined by the Department/HRI.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the Department/HRI Bureau of Cancer Prevention and Control. The Department and HRI are responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase

Submit all substantive questions in writing to:

Shayna Guzewski, NYSDOH, Bureau of Cancer Prevention and Control, <u>canserv@health.ny.gov</u>; subject line should read, "RFA CCH-MMV-2016-02".

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Questions

will be accepted until the date posted on the cover of this RFA.

Questions of a technical nature can be addressed in writing to <u>canserv@health.ny.gov</u> or via telephone by calling Shayna Guzewski, (518) 474-1222. Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.

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

This RFA has been posted on 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 on or about the date identified on the cover sheet of this RFA.

C. Letter of Interest (optional)

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions), please complete and submit a letter of interest (see Letter of Interest Template, Attachment 2).

Submission of a letter of interest is not a requirement or obligation upon the applicant to submit an application in response to this RFA. Applications may be submitted without first having submitted a letter of interest. While not required, letters of interest are strongly encouraged.

D. Applicant Conference

An Applicant Conference will not be held for this project.

E. How to File an Application

Applications must be <u>received</u> at the email address below by the date and time posted on the cover sheet of this RFA. Late applications will not be accepted.

Applicants shall submit an electronic copy of the completed application and supporting attachments and/or appendices. Please submit the application in pdf format or zip the files, as large files may bounce back, jeopardizing receipt by the submission deadline.

Applications will be accepted via e-mail at cansery@health.ny.gov

It is the applicant's responsibility to see that applications are delivered to the email address noted above, prior to the date and time specified. Late applications will not be considered.

It is the applicant's responsibility to ensure that applications are received in full by the application due dates. The Department/HRI are NOT responsible for undelivered emails, emails that are returned or 'bounced back', or emails that require the Department/HRI to respond or to request a password or other step in order to open the email and application/attachments. Applicants may request an email response confirming receipt of the application email, but, the applications will not be opened to confirm completeness until after the application due date.

F. HRI/Department's Reserved Rights

THE DEPARTMENT OF HEALTH and HRI RESERVE THE RIGHT TO

- 1. Reject any or all applications received in response to this RFA.
- 2. Withdraw the RFA at any time, at HRI's sole discretion.
- 3. Make an award under the RFA in whole or in part.
- 4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
- 5. Seek clarifications and revisions of applications.
- 6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
- 7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- 8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
- 9. Change any of the scheduled dates.
- 10. Waive any requirements that are not material.
- 11. Award more than one contract resulting from this RFA.
- 12. Conduct contract negotiations with the next responsible applicant, should 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 an offerer's application and/or to determine an offeror'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.
- 20. Use this HRI RFA as justification to award the State Capital Funds contract(s), pending approval of the NYS Office of the Comptroller.

G. Term of Contract

Any contracts resulting from this RFA will be effective only upon approval by the Department/HRI.

Applications will be accepted on a rolling basis until funds are expended. The first round of applications are due on the date indicated on the cover of this RFA; additional application and award dates will be announced as needed pending the results of this RFA. It is expected that HRI contracts resulting from the first review period for this RFA will begin February 1, 2017 and end January 31, 2020.

Contract renewals are dependent upon satisfactory performance and continued funding. The Department/HRI reserves the right to revise the award amount as necessary due to changes in the funding availability.

A two-year, fixed-term, State Capital funds contract will be awarded to each successful applicant to this RFA to support the purchase of a mobile van and/or equipment. The State contracts resulting from the first review period for this RFA are anticipated to coincide with the first and second annual contract periods of the HRI award.

The State contract may only be used to support the van and/or equipment purchase The basis for this contract will be information provided along with the application to this RFA which will include detailed van and/or equipment specifications and an itemized budget supported by documentation of at least three (3) bids for the purchase of the van and/or equipment.

H. Payment and Reporting Requirements

1. The contractor shall submit monthly invoices and required reports of expenditures for the HRI contract to:

Bureau of Cancer Prevention and Control NYS Department of Health Riverview Center, Room 350 Menands, NY 12204

- 2. The contractor shall submit the following periodic reports:
 - a. Evaluation plan within 30 days of contract start date.
 - b. Project timeline within 30 days of contract start date.
 - c. Annual progress reports due within 30 days of each contract year end-date.
 - d. Close out planning report due six (6) months prior to contract end date, to include but not be limited to sustainability and van disposition plans.
 - e. Final project report within 30 days of contract end-date, to include plans for disposition of van and equipment.
 - f. Additional reports may be requested as needed.

Vouchering requirements will be detailed in Exhibit C of the final HRI contract.

3. Vouchering requirements for the State Capital funds contract will be provided upon contract award.

I. General Specifications

- 1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
- 2. Contractor will possess, at no cost to HRI or the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
- 3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by HRI/the Department during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.
- 4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

5. Provisions Upon Default

- a. The services to be performed by the Applicant shall be at all times subject to the direction and control of NYSDOH/HRI as to all matters arising in connection with or relating to the contract resulting from this RFA.
- b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, HRI shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.

J. HRI General Terms and Conditions

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

Attachment A General Terms and Conditions - Health Research Incorporated Contracts

Section 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.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements
	Requirements		Federally Funded Only
College or University	Uniform Guidance	Uniform	Uniform Guidance
		Guidance	
Not-for-Profit	Uniform Guidance	Uniform	Uniform Guidance
		Guidance	
State, Local Gov. or	Uniform Guidance	Uniform	Uniform Guidance
Indian Tribe		Guidance	
For-Profit	45 CFR Part 74	48 CFR Part	Uniform Guidance
		31.2	
Hospitals	2 CFR Part 215	45 CFR Part 74	Uniform Guidance

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.

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.
- 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 expeditiously 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 agency 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 agency 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 agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
 - 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
 - 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
 - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
 - 5) Sections 522 and 526 of the 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 agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense

of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

- c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
- 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 proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 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 recognizant 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 subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 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 statue 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 statue (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 agency; or an authorized official of the Department of Justice or other law enforcement agency; 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:

- The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b) The Contractor is not delinquent on any Federal debt.
- c) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) Contracts for \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 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.
- f) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- 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.

j) Equal Employment Opportunity, requires compliance with E.O. 13672 "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, "Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all 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.

V. Completing the Application

A. Application Content

All applications should conform to the format prescribed in RFA Section V. B., *Application Format*, below, and should contain all requested information. Please read each section carefully and be certain to respond to each item included in every section when completing the application. Number and letter the narrative response to correspond to each question or statement and all elements within the question in the order presented in each section. An Application Checklist (Attachment 3) has been included to use as a guide for submission requirements. Applicants should review the Application Checklist before and after writing the application but do not need to submit this document with the application.

The application narrative should cover the entire, three-year HRI award period, from February 1, 2017 to January 31, 2020. The work plan and budget should address the initial twelve-month HRI contract period from February 1, 2017 to January 31, 2018.

1. Cover Sheet (Not scored; one [1] page template)

An Application Cover Sheet Template (Attachment 4) is posted along with this RFA and should be completed and included as the first page of the application.

2. Project Summary (Not Scored; up to two [2] pages)

Briefly describe your organization's plans for use of these funds to ensure full implementation of the required scope of work and the service region you are applying to offer services within. Include a description of your organization's intent to screen at least 600 patients in the first contract year, and 3,600 patients annually for each of the next two years, for a total of 7,800 patients screened throughout the designated, multi-county service region, over the course of the three-year award period with screening mammography services, the demographics of the target population(s), the partners you will work with and the types of locations the mobile van will serve. Highlight key barriers to services for the target population and how you plan to address them.

3. Proposals for Van/Equipment Specifications and Budget (Not Scored; No page limit)

a. Provide detailed specifications and an itemized budget for the van and/or mammography equipment that you intend to purchase. Include documentation of at least three (3) bids for the purchase of the van and/or equipment. See minimum van specification requirements in RFA section III.B.1.b.i. – iv, Project Narrative, Scope of Work., pages 6-7.

- b. Other information/specifications to be provided may include but is not limited to:
 - i. Basic vehicle dimensions
 - ii. Chassis specifications (manufacturer, air cleaner, alternator, axles, batteries, brakes, cab, cab equipment, cab exterior, cooling system, electrical system, electrical controls and instruments, engine, exhaust system, frame, fuel tank, oil filter, springs/suspension, steering, tires, transmission, wheels, etc.)
 - iii. Body specifications (awning, battery mounting, bumper, color, construction, door, electrical, fuel tank opening, mud flaps, storage compartments, undercoating, etc.)
 - iv. Conversion specifications (cabinetry-construction, ceiling, delivery, electrical system, floor covering, floor plan, generator, generator compartment, generator controls, HVAC, interior layout to include descriptions of rooms needed for intake, screening, changing, etc., leveling system, lighting interior and exterior, paint and graphics, plumbing, safety equipment, stereo, walls, wheelchair lift, window, etc.)

This information should be saved and submitted with the application as a separate document using the following naming convention: <RFA# CCH-MMV-2016-02_Applicant Organization Name_VanSpecsBudget>

4. Statement of Need and Target Population (20 points; up to two [2] pages)

- a. Identify the client populations you will target for mobile mammography services over the course of the three-year award period. Include any high-risk characteristics or other factors that support the need for mobile mammography access for the proposed target populations. Cite any data sources used to determine the target populations.
- b. Describe how and why these client populations are currently underserved for breast cancer screening services. Include a description of their barriers and challenges (geographic, cultural, socioeconomic characteristics that inhibit the use of available services) to obtaining services and how your program will address their unique/individual barriers.
- c. Describe other, similar services in the service area and how your proposal will meet an unmet need (e.g., lack of other such vans, and/or intend to target populations not currently serviced by existing vans, or, existing van in need of expansion or upgrade).
- d. Describe your organization's ability to reach the intended number of clients with mobile mammography screening services within the three-year, HRI award period (at least 7,800) and note how many clients you intend to serve in each distinct contract year (1, 2, and 3).
- **5. Applicant Organization Capacity and Experience** (10 points; up to three [3] pages not including organization chart and board of directors listing)
 - a. Describe your organization, its overall mission, the types and number of services it provides as well as the overall catchment area.
 - b. Describe where in the organizational structure this program will reside, include an organizational chart. Describe the organization's ability and plans to recruit, train, retain and backfill staff to ensure all necessary functions of the required scope of work are fulfilled.

- c. Describe your agency's experience and capacity providing mobile mammography breast cancer screening services. Include a description of the agency's ability to provide results and make referrals to needed diagnostic follow-up and for treatment as needed.
- d. Describe the clients your organization serves, including your experience with the proposed target populations for the mobile mammography van services.
- e. Describe the organization's experience conducting outreach and recruitment among the identified target populations for clinical preventive, cancer screening, and/or mobile mammography services.
- f. Describe how the organization will participate in the Department's Cancer Services Program (CSP) and collaborate with the CSP contractors within the service region to conduct recruitment, screening, follow-up and facilitate access to the Medical Cancer Treatment Program.
- g. Describe your agency's technical, fiscal and administrative expertise to implement the scope of work of this RFA. Include the agency's experience managing state and/or federal and/or other grant contracts. If you plan to subcontract with vendors or consultants for any of the scope of work, describe your experience and ability to do so. Please include draft subcontractor and/or consultant agreements as application attachments if you do plan to subcontract or enter into consultant agreements for any of the scope of work.
- h. Please describe the partners your organization engages to implement current programming, including partnerships with other clinical providers, community organizations, media and other community organizations/groups.
- i. Describe your capacity and intent to sustain mobile van operations after the project ends.
- j. Provide a list of the agency's board of directors with names and contact information.
- **6. Program Plan** (30 points; up to eight [8] pages) Please respond to the following with descriptions of plans for the full, three-year HRI contract period.
 - a. Describe plans to conduct all necessary activities to purchase the recreational vehicle, customize/outfit per requirements and obtain all required permissions to operate the van including a CON from the Department by the end of the first nine months of the first contract period. Include information indicating whether or not your facility is required to submit a CON (e.g., is an Article 28 facility) and, if required to submit a CON, whether or not your facility submitted a CON application to the Department by the RFA application due date according to the CON submission process outlined at http://www.health.ny.gov/facilities/cons/.
 - b. Describe plans to ensure provision of services that are fully and equally accessible to persons with disability. Applicants should ensure that the design and operation of the proposed mobile mammography vehicle complies with provisions of Section 504 of the Rehabilitation Act of 1973, Title II and III of the Americans with Disabilities Act (ADA) and Section 296.2 of New York State Human Rights Law, or that persons with disability are otherwise provided with another mammography location that is equal in every other aspect. Applicants are directed to the Department of Justice and the U.S.

Access Board <u>Standards for Accessible Design</u> for guidance on specifications for physical access to, and within, the mobile mammography vehicle.

- c. Describe the plans to obtain all necessary training on van and van equipment use by the end of the first contract year.
- d. Describe the organizational structure and staffing plan of the proposed program and staff oversight. Ensure that an appropriate support and supervisory structure is in place to successfully fulfill the project requirements. Include an attachment with position descriptions/qualifications for to-be-hired staff and resumes and/or other credentials (Licensure, Certification, Curricula Vitae, etc.) for key project staff, ensuring all functions identified in RFA Section III.B.2.a, Project Narrative/Scope of Work, are covered. Include a description of the manner in which additional staffing needs will be supported by your organization.
- e. Describe how you will implement mobile mammography services, how you will implement a mobile mammography screening program in accordance with all applicable state laws and regulations, as well as with best practices to screen at least 600 patients in the first contract year, and 3,600 patients annually for each of the next two years, for a total of 7,800 patients screened throughout the proposed, multicounty service region, over the course of the three-year contract period. The description shall include:
 - i. A typical day for provision of mobile mammography services. How you will schedule clients, the physical set up and break-down and how client services will be offered to ensure provision of guideline-concordant breast cancer screening. Include information about set up at sites, calibration of equipment and service hook-up, client check-in and intake, provision of mammography services, reading of mammography, communicating results and the method to be used for image maintenance and transfer. Note how you will perform and evaluate the image quality phantom test, and the corrective actions to be taken if this test fails.
 - ii. How you will comply with 10 NYCRR 16.19 (a) or, 10 NYCRR 16.22, and any other applicable state laws and regulations such as 10 NYCRR 405.33.
 - iii. How you will implement mammographic screening services in accordance with best practices established by the American College of Radiology.

 http://www.acr.org/~/media/ACR/Documents/PGTS/guidelines/Screening_Mammography.p

 http://www.acr.org/~/media/ACR/Documents/PGTS/guidelines/Screening_Mammography.p
 - iv. How the mobile mammography services will be integrated with other mammography services at your facility or elsewhere throughout the service area, including the interpretation and reporting of mammography results, the manner in which repeat or follow-up imaging for routine or problematic mammograms is handled and the process used for referrals to diagnostics and treatment.
 - v. The plan that will be used to monitor the quality of imaging and a detailed description of the feedback mechanism between the radiologist and radiologic technologist for ongoing image critique.

- vi. The plan for securing provider agreements with the Department's Cancer Services Program contractors throughout the service region to ensure screening and follow-up for uninsured clients.
- vii. The ability and intent to secure provider agreements with local health care systems for diagnostic services and ensure a sufficient number of diagnostic providers participate in the mobile mammography program to deliver these services throughout the entire service region, closest to clients' primary locations.
- viii. The plan to establish and operate a care coordination or case management process to ensure patients who receive a recommendation for follow-up after screening mammography obtain the care they need in a timely manner, including access to treatment.
- ix. Plans for coordinating and conducting semi-annual preventive maintenance with the equipment manufacturer or hospital in-house Biomed resource.
- f. Describe plans for sustaining mobile mammography screening operations beyond this three-year award based on a model whereby: (1) ownership of the van may be transferred from the State to the contracted facility for continued provision of mobile mammography and/or other public health services, or, (2) dispositioning the van to another facility for their use providing mobile mammography and/or other public health services, or, (3) liquidate the van (funds that result from liquidation of the van must be placed into an approved program to support cancer services).
- g. Describe the annual plans to deliver culturally appropriate breast cancer screening events throughout the entire service region, maximizing contact with patients who represent underserved, target populations.
- h. Describe the plans for establishing a scheduling system to maximize patient reach and reduce patient noshow rates.
- i. Describe how promotion and recruitment will occur to promote the services to the identified target populations throughout the entire service region, to enlist clients in breast cancer screening services on the mobile mammography van. Describe the specific strategies you will use to conduct promotion and recruitment, including specific strategies designed to respond to cultural and other barriers for the identified target populations. Describe how often and where these activities will be conducted. Describe the partners used to reach the identified target populations and the roles partners will play in promotion and recruitment. Note the staff that will be responsible for implementing these efforts.
- j. Describe how you will participate in program monitoring and evaluation activities, including what tools will be used, how the tools will inform program planning and what staff will implement these efforts, including how you will ensure reporting on the number of clients served.

7. Program Objectives (Work Plan) (15 points; up to 15 pages)

All applicants should complete and submit a work plan using the Work Plan Template, posted as a separate Word document (Work Plan Guidance and Template, Attachment 5). The work plan should cover the first 12-month HRI contract period from February 1, 2017 to January 31, 2018.

The work plan includes six (6) pre-populated goals that should not be altered by applicants. Applicants should use the work plan template to develop the objectives and organize the specific activities, process measures, staffing and timeline your organization will use to meet the pre-populated project goals and objectives using the available funds. The work plan should include activities which will be conducted, methods used to assess whether or not the activities are successful or effective, timeframes and persons responsible for carrying out each activity.

The work plan is also pre-populated with six (6) required objectives for Goal 6. These objectives should not be altered and applicants should describe the activities, process measures, staff and timelines that will be implemented to attain each of these objectives. Applicants may develop additional objectives to meet this goal.

Once completed, the work plan should be saved and submitted with the application. The work plan may be included as part of the narrative application, or, saved as a separate document. If the latter, use the following naming convention: <RFA# CCH-MMV-2016-02_Applicant Organization Name_Work Plan> and number pages consecutively.

8. Budget (25 points; No page limit)

Applicants should prepare one budget for the first 12-month, HRI contract period for operational costs only. Following the notification of award, the Department will work with the awardees to develop a budget, work plan, and other required documents to initiate and execute a fixed term, two-year, sole source State Capital funds contract for the purchase of the mobile mammography van and/or equipment which will be based on the specifications, itemized budget and bid information provided with the application to this RFA (RFA Section V.A.3., Completing the Application/Application Content, Proposals for Van/Equipment Specifications and Budget).

Applicants should use the HRI Operations Budget Template Excel File (Attachment 6), posted as a separate Excel document, to complete the operational costs budget, valued at up to \$1,070,000 for the first, 12-month contract period anticipated to begin February 1, 2017 and end January 31, 2018. This budget should be saved as an Excel document, using the following naming convention: <RFA# CCH-MMV-2016-02_Applicant Organization Name_HRI Budget> and submitted as a separate document from the narrative application. Further instructions for preparing the HRI operations budget are provided in the HRI Operations Budget Instructions, Attachment 7.

B. Application Format

ALL APPLICATIONS SHOULD CONFORM TO THE FORMAT PRESCRIBED BELOW. POINTS WILL BE DEDUCTED FROM APPLICATIONS THAT DEVIATE FROM THE PRESCRIBED FORMAT.

Applications should not exceed 30, 1.5 spaced, typed pages (not including the cover page, van/equipment specifications and itemized budget, HRI operations budget Excel spreadsheet, work plan and other attachments), using a 12-point, Times New Roman font (not including budget and work plan). Pages should be consecutively numbered, including attachments. All pages should include a header that is labeled as follows, "RFA # CCH-MMV-2016-02_Applicant Organization Name".

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

Section	Page Limit	Maximum Score
1. Cover Sheet	1 page template	Not Scored
2. Project Summary	up to 2 pages	Not Scored
3. Proposals for Van/Equipment	no page limit	Not Scored
Specifications and Budget		
4. Statement of Need and Target	up to 2 pages	20 points
Population		
5. Applicant Organizational Capacity	up to 3 pages	10 points
and Experience		
6. Program Plan	up to 8 pages	30 points
7. Program Objectives (Work Plan)	up to 15 pages	15 points
8. Budget	No page limit	25 Points

Formatting point deductions are as follows:

Failure to:

- Adhere to the prescribed page limits: 1-point deduction
- Use 1.5 line spacing and 1 inch margins throughout (Except cover page, proposals for van/equipment specifications and budget, work plan, budget, and attachments): 1 point deduction
- Consecutively number all pages, including attachments: 1-point deduction
- Use 12-point, Times New Roman font throughout (Except proposals for van/equipment specifications and budget, work plan, budget, and attachments): 1-point deduction
- Insert page headers using prescribed format: 1-point deduction

C. Review Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the Department/HRI staff.

Applications WILL NOT be reviewed beyond 31 pages, not including Sections 3 and 8 – Proposals for Van/Equipment Specifications and Budget and HRI Operational Budget, and attachments. Individual sections that exceed their page limits WILL NOT be reviewed beyond the prescribed pages limits noted above.

There is a passing score of 60. The highest scoring applicant in each of the ten (10) distinct service regions (Attachment 1) that meet all other award requirements as listed in the RFA will be ranked from highest to lowest score. Awards will be offered to the highest scoring regions until all available funds are exhausted or all service regions have been awarded. In the event of a tie score in any one service region, the applicant with the highest combined score on the 'Statement of Need and Target Population' and "Program Plan" sections will receive an award contingent upon, if needed, an approved CON.

Total funding is contingent on authorizing agencies and contractor performance.

Applications will be accepted and reviewed on a rolling basis until all available funds are committed. The first round of applications are due on the date indicated on the cover of this RFA; additional application and award dates will be announced as needed pending the results of this RFA. Applications for regions awarded contracts in prior review cycles will not be accepted in subsequent review cycles. This funding opportunity is ongoing,

until available funds are awarded, and as such, contract start dates will vary. The first HRI contracts are anticipated to begin February 1, 2017 and end January 31, 2020.

Any cost related or in response to this RFA is the obligation of the applicant and not the responsibility of the Department of Health or HRI.

Applications failing to provide all response requirements or failing to follow the prescribed format may be removed from consideration or points may be deducted.

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 have been made, applicants may request a debriefing of their application. Please note that 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 15 business days from date of award or non-award announcement.

VI. Attachments

Attachment 1: Mobile Mammography Van RFA Service Regions Map

Attachment 2: Letter of Interest Template

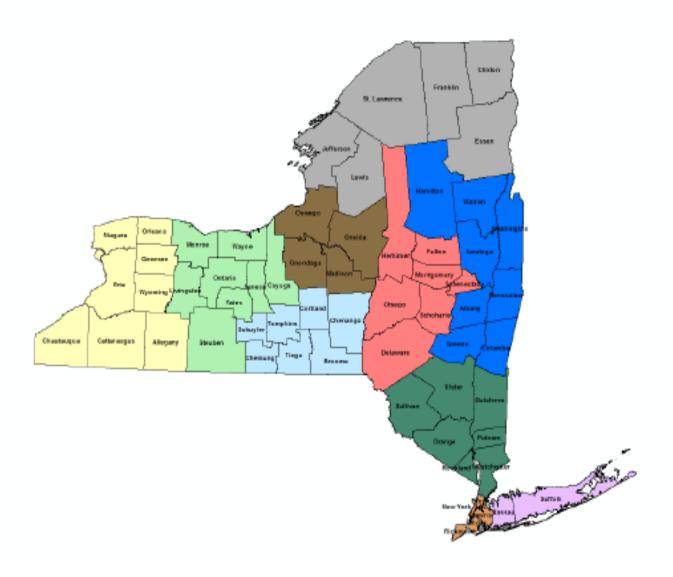
Attachment 3: Application Checklist

Attachment 4: Application Cover Sheet Template Attachment 5: Work Plan Guidance and Template

Attachment 6: HRI Operations Budget Template Excel File

Attachment 7: HRI Operations Budget Instructions

RFA # CCH-MMV-2016-02 Attachment 1: Mobile Mammography Van RFA Service Regional Map Mobile Mammography Van Service Regions





Date
Shayna Guzewski Bureau of Cancer Prevention and Control 150 Broadway, Suite 350 Menands, NY 12204
Re: RFA # CCH-MMV-2016-02
RFA Title: Mobile Mammography Vans
Dear Ms. Guzewski,
This letter is to indicate our interest in the above Request for Applications (RFA) and to request that our
organization be notified, via the e-mail address below, when any updates, official responses to questions, or amendments to the RFA are posted on HRI's website: http://www.healthresearch.org/funding-opportunities
organization be notified, via the e-mail address below, when any updates, official responses to questions, or
organization be notified, via the e-mail address below, when any updates, official responses to questions, or amendments to the RFA are posted on HRI's website: http://www.healthresearch.org/funding-opportunities
organization be notified, via the e-mail address below, when any updates, official responses to questions, or amendments to the RFA are posted on HRI's website: http://www.healthresearch.org/funding-opportunities Name of Applicant Organization:
organization be notified, via the e-mail address below, when any updates, official responses to questions, or amendments to the RFA are posted on HRI's website: http://www.healthresearch.org/funding-opportunities Name of Applicant Organization: Address of Applicant Organization:

Please arrange your application in the following order and ensure all documents listed below are included with your application. Applicants are not required to submit this Application Checklist document with the application.

	Application Cover Sheet (using template provided)
	Project Summary – up to 1 page Proposal for Van/Equipment Specifications and Budget – no page limit
	(use the following naming convention: <rfa# cch-mmv-2016-02_applicant="" name_vanspecsbudget="" organization="">)</rfa#>
	Statement of Need and Target Population – up to 2 pages
	Applicant Organization Capacity and Experience – up to 3 pages
	Program Plan – up to 8 pages
	Program Objectives (Work Plan) – up to 15 pages using pre-populated Work Plan Template (use the following naming convention: <rfa#_applicant name_work="" organization="" plan="">)</rfa#_applicant>
	Budget – no page limit; using Excel workbook template provided (use the following naming convention: <rfa#_applicant name_budget="" organization="">)</rfa#_applicant>
	Additional Attachments:
	☐ Position Descriptions, resumes of Key Program Staff
	 Organizational Chart
	☐ Board of Directors List
For Ar	ticle 28 Facilities, due no later than the RFA application due date:
101 111	ticle 20 I demiles, due no later than the III II application due date.
	Certificate of Need Applications

Please make sure that your application adheres to the submission requirements for format.

Points will be deducted for failing to adhere to these requirements as indicated in the RFA.

RFA # CCH-MMV-2016-02 Attachment 4: Application Cover Sheet Template

Name of Applicant Organization	on:	
Agency's Federal ID Number:		
Statewide Financial System (S	FS) ID Number:	
Agency's Dunn & Bradstreet (D&B) DUNS Number:	
Project/ Contract Contact Person	on:	
Title:		
		Email Address:
Name of Individual Authorized	d to sign the Contract:	
Title:		
Address:		
City:		State: Zip:
County/Borough:		
Phone Number:	_ Fax Number:	Email Address:
Signature:		
Total Amount of Funding Req	uested:	
Service Region:		
Signature of Applicant's Execu	utive Director or Chief Executive	e Officer:
Name		Date
Printed Name:		Title

Mobile Mammography Van RFA Number CCH-MMV-2016-02 Work Plan Guidance and Template

General Work Plan Instructions

- Contractors should use this template to complete a detailed work plan for only the first twelve-month contract period (February 1, 2017 through January 31, 2018) that describes activities to accomplish all required deliverables per the scope of work.
- The work plan includes six (6) pre-populated goals that should not be altered by applicants.
- Applicants should use this work plan template to develop the objectives and organize the specific activities, process measures, staffing and timeline your organization will use to meet the pre-populated project goals and objectives using the available funds. The work plan should include activities which will be conducted, methods used to assess whether or not the activities are successful or effective, timeframes and persons responsible for carrying out each activity.
- The work plan is also pre-populated with six (6) required objectives for Goal 6. These objectives should not be altered and applicants should describe the activities, process measures, staff and timelines that will be implemented to attain each of these objectives. Applicants may develop additional objectives to meet this goal.
- Once completed, the work plan should be saved and submitted with the application. The work plan may be included as part of the narrative application, or, saved as a separate document. If the latter, use the following naming convention: <RFA#XXX_Applicant Organization Name Work Plan>.

RFA # CCH-MMV-2016-02 Attachment 5: Work Plan Guidance and Template

Project Start-up				
OBJECTIVE	ACTIVITIES PLANNED TO MEET OBJECTIVE	PROCESS MEASURE	RESPONSIBLE STAFF	ACTIVITY TIMEFRAME (MONTH/YEAR)
Goal 1. By October 31, 2017	7, purchase and equip a mobil	e mammography van and obta	ain all needed certifications an	`
1.				
2.				
3.				
4.				
5.				
Goal 2. By January 31, 2018	3, obtain all necessary training	on van and van equipment us	se.	
1.				
2.				
3.				
4.				
5.				

Design, Staff and Implement a Mobile Mammography Screening Program				
OBJECTIVE	ACTIVITIES PLANNED TO MEET	PROCESS MEASURE	RESPONSIBLE STAFF	ACTIVITY TIMEFRAME
Goal 3. By January 31, 2018	OBJECTIVE 3, screen a minimum of 600 cl	ients.		(MONTH/YEAR)
1.				
2.				
3.				
5.				
5.				

Develop partnerships across the multi-county service region to promote, conduct recruitment and offer local				
		screening events		
OBJECTIVE	ACTIVITIES	PROCESS MEASURE	RESPONSIBLE STAFF	ACTIVITY
	PLANNED TO MEET			TIMEFRAME
	OBJECTIVE			(MONTH/YEAR)
Goal 4. By October 31, 2017	7, obtain formal agreements w	ith partners throughout the se	rvice region to conduct promo	otion and screening events.
1.				
2.				
3.				
Goal 5. By January 31, 2018, develop a plan for delivery of culturally appropriate screening events throughout the entire service region for contract year 2.				
1.				
2.				
3.				

Program Management, Administration, Performance Monitoring and Evaluation				
OBJECTIVE	ACTIVITIES	PROCESS MEASURE	RESPONSIBLE STAFF	ACTIVITY
	PLANNED TO MEET			TIMEFRAME
	OBJECTIVE			(MONTH/YEAR)
Goal 6. By January 31, 2018	s, complete all activities to coo	ordinate, manage and monitor	a mobile mammography van.	
1.Within 30 days of				
contract start date, submit				
an evaluation plan to the				
Department/HRI				
2.Within 30 days of				
contract start date, submit				
a project timeline to the				
Department/HRI				

RFA # CCH-MMV-2016-02 Attachment 5: Work Plan Guidance and Template

		 R T fair Gardance and Template
3.Submit data as requested		
by the Department/HRI on		
the numbers of clients		
screened by the mobile		
mammography van,		
including demographics,		
van locations, etc.		
4.Submit an annual		
progress report 30 days		
after each contract year		
end.		
5.Submit monthly		
vouchers and progress		
reports to the identified		
Department/HRI contact,		
to be provided upon		
contract award.		
6.Participate in required		
training, routine oversight		
meetings, monthly project		
calls and others as		
determined by the		
Department/HRI as		
necessary to appropriately		
implement the scope of		
work.		
<u> </u>		

See Excel file posted separately

General Guidance for Completing the HRI Operations Budget

- Please **complete one budget Excel file (work book)** one for the first 12-month HRI budget period anticipated to be from February 1, 2017 to January 31, 2018 for HRI funds.
- The budget for the HRI, 12-month budget period should be valued at no more than \$1,070,000.
- Administrative/Indirect costs may not exceed 10% of the total direct budget.
- Read all the instructions throughout the Excel budget template. This includes the instructions at the top of the individual columns and within sections where data entry occurs.
- The budget work book is provided as a template that contains formulas for calculation and auto population of text and totals from each work book page into the **Summary Budget P.1**. Any cell with a red triangle has either a formula or an auto population link. Hovering over the triangle will provide an explanation.
- Any ineligible budget items will be removed from the budget prior to contracting. Ineligible items are those
 items determined by HRI/the Department to be inadequately justified in relation to the proposed work plan
 or not fundable under RFA guidance. The budget amount requested will be reduced to reflect the removal of
 the ineligible items.
- All budget lines should be accurately calculated, entering figures as whole dollar amounts and percentages to the 100th place.
- All requested funds should directly relate to the proposed project and a detailed justification provided in the budget template where instructions indicate. Costs should be consistent with the scope of work, be aligned with the reach of the proposed project, and be reasonable and cost effective.

Summary Budget P.1

Applicants should not enter any data onto the **Summary Budget P.1.** Please note that the "**Amount Requested**" column is **automatically** populated **AFTER** all subsequent work-book pages are completed.

Personal Services P.2

For all proposed staff, the Budget Justification should delineate how the percentage of time devoted to this contract has been determined.

This funding may only be used to create new programming or expand/enhance existing activities pursuant to this RFA. These funds may not be used to supplant currently existing staff activities.

Personnel, with the exception of subcontractors and consultants, contributing any part of their time to the project should be listed on this page. Subcontractors/consultants should be listed on the **Subcontracts/Consultants P.8** work-book. Please refer to the instructions at the top of each column regarding the information requested. Below is a description of each column on **Personal Services P.2**:

Column 1- Position Title/Incumbent Name: For each requested position provide the name of staff member, if known. If the position is vacant or has not been filled yet, please indicate to be hired (TBH).

Column 2 – Hours Worked Per Week: For each position, indicate the standard hours worked each week for the agency, regardless of funding source.

Column 3 – Annual Salary: For each position, indicate the total annual salary as paid by the agency, regardless of funding source.

Columns 4 and 5 request information specific to the proposed program/project.

Column 4 – Months or Pay Periods of Effort: Indicate the total estimated number of months the position will work on the proposed project, regardless of funding source; if an existing employee will begin immediately, indicate 12 months; if the employee is a new hire, enter the anticipated number of months based on the anticipated hire date.

Column 5 - % Effort: For each position, provide **only** the percentage of time to be spent on proposed project activities. Full-time equivalent (FTE) is a way to measure a worker's involvement in a project. An FTE of 1.0 (100% FTE) means that a person is equivalent to a full-time employee, while an FTE of 0.5 (50% FTE) signals that the employee is part-time (or half-time). To obtain % FTE, divide the hours per week spent on the project by the number of hours in a work week. For example, an individual working 10 hours per week on the project given a 40-hour work week = 10/40 = .25 (show in whole number format; table will convert to %).

Column 6 – Amount Requested can then be calculated as follows (also see formula at the top of Column 6): Total Annual Salary (col 3) x Months Worked (col 4) x % FTE (col 5) divided by 12 months or 26 pay periods = Contract Amount Requested.

Sample Budget

<u>Position Title/Incumbent Name</u> Program Coordinator (TBH)	<u>Annual</u> \$45,000	# Months 12 months	<u>% Effort</u> 100%	Amount Requested \$45,000
Medical Director Susan Taylor	\$100,000	12 months	10%	\$10,000
Patient Services Coordinator John Johnson	\$87,000	12 months	5%	\$4,350

PS & FRINGE P.3

Fringe Benefit Rate

Either enter the federally approved rate or provide information on the fringe benefit rate used and the basis for the calculation. If the agency has a federally approved rate, a copy should be submitted. Determine the agency fringe rate by specifying the components (FICA, Health Insurance, Unemployment Insurance, Retirement, etc.) and the percentages comprising the fringe benefit rate, then total the percentages to show the fringe benefit rate used in budget calculations. It is generally understood that the amount requested is not always equivalent to the maximum eligible rate because not all staff are eligible for the same level of benefits and/or the budget may not be sufficient to support all related costs. If different rates are used for different positions, submit additional documentation for each rate and specify which positions are subject to which rate.

Position Descriptions

For each requested position, provide a justification and describe the scope of responsibility for each, relating it to the accomplishment of program objectives.

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

Job Description: Program Coordinator - TBH

This position is responsible for administrative management of the mobile van program, including preparation of budgets models, engaging community partners to sponsor screening events, refer clients to the van, promote the van and conduct educational sessions on the need for screening, maintaining the program calendar, managing equipment, coordinating insurance billing and administration, tracking and reconciling funds and maintaining key program metrics, including reports on the number of clients screened at each event.

Other than Personal Services (OTPS)

Other than Personal Services (OTPS) expenses are defined as expenses that directly relate to one or more proposed work plan outcomes. There are eight different categories of OTPS expenses in this budget work-book: Supplies, Travel, Equipment, Telecommunications, Space, Other, and Subcontracts and Administrative Costs. Applicants may propose a budget for each category and provide a detailed narrative justification.

SUPPLIES P.4

The justification for **Supplies P.4** should provide sufficient detail to establish the need and appropriateness of the expense as well as provide the calculation used to allocate the appropriate portion of the expense to the contract within each category. Insert additional lines if more space is needed for justification detail.

This category should include items such as general office supplies and all computer software. It may also include typical mammography supplies such as breast markers, mammography pads, disinfectant solutions or wipes. 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 contract period.

Sample Budget

General office supplies (pens, pencils, paper, etc.)	12 months x \$25/month x 2 staff	= \$600
Educational Pamphlets (3,000 copies @) \$1 each)		= \$3,000
Word Processing Software (@ \$400-specify type)		= \$ 400
Fuel		= \$7,800
	Total	= \$11,800

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 will be purchased from XXX and used to promote the need for cancer screening and address common concerns and screening barriers. Word processing software will be used to document program activities, process progress reports, etc. Estimated 50 gallons of fuel/week @\$3/gallon.

TRAVEL P.5

<u>Required Travel</u> – Include travel to Albany for at least one (and up to 2 more) contract funded staff to participate in a required contractor orientation/training/meeting. Plan for at least one overnight stay for a two-day meeting.

The justification for **Travel P.5** should provide sufficient detail to establish the need and appropriateness of the expense as well as provide the calculation used to allocate the appropriate portion of the expense to the contract within each category. If proposing funding travel for staff at percent of effort that differs from percent of effort funded under this contract, justification should be provided. Insert additional lines if more space is needed for justification detail.

Funds requested in the travel category should be for staff travel only. Out of state travel reimbursement is only permitted with prior HRI/the Department approval. Travel for Subcontractors/Consultants should be shown in the **Subcontracts/Consultants Costs P.8** category.

<u>Staff Mileage</u> - Provide a narrative justification describing the staff mileage proposed, listing the approximate number of trips planned, staff member, the number of miles per trip, the cost per mile and potential date ranges. If public transit is used, list number of trips planned, staff member, cost per trip and approximate date ranges for trips.

Sample Justification:

Mileage: Medical Director (.1 FTE funded on contract) to practices for provider visits, 1/month, Jul – Nov Overnight: Program Coordinator and Medical Director (1.1 FTE funded on contract) travel to Albany for required training, date TBD

EQUIPMENT P.6

The justification for **Equipment P.6** should provide sufficient detail to establish the need and appropriateness of the expense as well as provide the calculation used to allocate the appropriate portion of the expense to the contract within each category. Insert additional lines if more space is needed for justification detail.

Itemize anticipated equipment purchases, including all items with a unit cost of \$1,000 or more. Examples of typical mammography equipment are quality control phantoms, flat field testing acrylic phantoms, etc. Provide justification for the use of each item and relate it to specific program objectives in the space provided. Include additional tabs if more space is needed. For shared costs, contractor should have methodology on file to support the amount requested. Maintenance or rental fees for equipment should be shown in the **Miscellaneous P.7** category. Expenses related to data plans should be shown in the **Miscellaneous P.7** category.

Sample Budget

<u>Item Requested</u>	<u>How Many</u>	<u>Unit Cost</u>	<u>Amount</u>
Computer	2 ea.	\$1,000	\$2,000
			Total \$2,000

Sample Justification: Provide complete justification for all requested equipment, including a description of how it will be used in the program, percentage of each item to be funded on this contract and how that percentage was calculated.

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 structure

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 cannot exceed the federal threshold of \$5,000 per unit.

MISCELLANEOUS P.7

This category contains items not included in the previous budget categories: **Telecommunications, Other, and Space**. Individually list each item requested and provide appropriate justification related to the program objectives in the space provided. Add or expand lines if more space is needed.

Telecommunications P.7

Detail the methodology and calculation used to allocate telecommunication costs to this contract. Include costs for the number or percentage of telephone lines funded or partially funded by this contract, including fax and modem lines. Also include any telecommunication installation or equipment costs, hotline, long distance, and cell phone or internet expenses that apply to this contract. For shared costs, contractor should have methodology on file to support the amount requested.

Sample Budget Justification

<u>Item</u>	<u>Amount</u>
Telephone (\$ per month x months x #staff)	\$
Internet Provider Service (\$ per month x months)	\$
Cell phone (\$ per phone x # of staff)	\$
Data Plan for cell phones/tablet computers (\$ per month x months x #staff)	\$

Space P.7

In the space section, detail the methodology and calculation used to allocate space costs for each location supported by this contract.

- a. Rent: for each instance of property/space rental, enter a separate budget line and the requested amount. Each entry should include the property address.
- b. Own: if the property/space is owned enter a separate budget line and the requested amount. Each entry should include the property address.

Rental or ownership costs related to overnight storage facilities that are necessary to ensure maintenance of temperature for mammography detectors may fall under this budget category.

Other P.7

May include postage, printing, van maintenance, equipment maintenance, liability insurance, client travel or other appropriate costs related to patient outreach. Please indicate with an "X" if the item requested is a shared cost. For shared costs, contractor should have methodology on file to support the amount requested. If client travel reimbursement is requested, applicants should provide a detailed narrative justification describing the criteria for, and method of client travel, reimbursement including the number and purpose of client trips, method of payment (i.e. gas card or public transit token or trip card) and cost per trip for each type of client travel reimbursement.

Sample Budget

<u>Item</u>	Shared Cost	<u>Amount</u>
Postage (\$ per month x months)		\$
Printing (\$ per x documents)		\$
Vehicle registration		\$
FDA/MQSA accreditation		\$
Vehicle liability insurance		\$
Advertising		\$
Vehicle logo (design and installation)		\$

Sample Justification

Some items are self-explanatory (postage, equipment rental) unless the unit rate or total amount requested is excessive. If so, include additional justification. For printing costs, identify the types and number of copies of documents to be printed (e.g., educational materials, annual reports). Print and radio advertising will be designed and run during the months of May and October. Vehicle logo will be designed and installed on the RV.

Subcontracts/Consultants p.8

Provide a listing of all subcontracts, including consultant contracts, a description of the services to be provided and an estimate of the hours worked and rate per hour, if applicable. If the subcontractor/consultant has not been selected, please indicate "TBA" in Agency/Name. Contractors are required to use a structured selection process consistent with agency policy and maintain copies of all subcontracts and documentation of the selection process. Add or expand lines if more space is needed.

Subcontractors - Provide a justification of why each service listed is needed. Justification should include the name of the contractor, the specific service to be provided and the time frame for the delivery of services.

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

Consultants - 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. Indicate *Consultant* in the *Agency/Name* column and include the below information in the *Description of Services* column.

- 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)

Sample Description of Services

Consultant contract with physicist Dr. Edward Doe, to perform acceptance testing on mammography equipment and perform QA testing twice annually to maintain accreditation. $$2,000/day \times 4 \ days = $8,000$

Administrative OR Indirect Costs P. 9

Funding may be requested under the administrative cost line to support a portion of the agency's overall organizational structure to the extent that it allows a funded applicant to implement program activities. This

includes funding for administrative and fiscal staff, supervisors and support personnel and other than personal service costs such as a share of space, supplies, telephone, and other expenses indirectly associated with program implementation and service delivery. <u>Administrative costs may not exceed 10% of the total direct costs.</u>

Administrative Costs - Enter *Total Administrative Cost Base* where designated. Check *either Yes or No for a Federally Approved Administrative Rate* where indicated. *Amount Requested* will be automatically calculated and brought forward to the **Summary Budget P.1**.

Applicants with a federally approved indirect or administrative cost rate agreements should provide a copy at the time of application.