RFA Number: QPS-2018-01

HEALTH RESEARCH, INC.

New York State Department of Health

Office of Quality and Patient Safety
State Health Innovation Plan / State Innovation Model Initiative

Request for Applications

Project ECHO Model Expansion: Round 2

KEY DATES

RFA Release Date:	**June 27, 2018**
Letter of Interest and Questions Due:	**July 11, 2018**
RFA Updates Posted:	**July 25, 2018**
Applications Due:	**August 8, 2018 by 4:00pm**
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I. Introduction

Summary

The New York State Department of Health (NYSDOH), Office of Quality and Patient Safety, in conjunction with the Office of Primary Care and Health Systems Management, and Health Research, Inc. (HRI) announce the availability of federal funds to implement and/or expand the Project ECHO (Extension for Community Healthcare Outcomes) model in health care settings in New York State.

Awardees will be expected to operate a Project ECHO "hub" site, implementing a guided practice model that uses telecommunications technology to link expert specialist teams with primary care clinicians in a virtual knowledge-sharing network.

It is anticipated that awards will be made to support up to four (4) Project ECHO hub sites over a 16-month period from October 1, 2018 to January 31, 2020. Final award amounts will be determined based upon successful applications and available funding.

Project ECHO Background

Project ECHO is an innovative tele-mentoring model that develops the capacity of the front-line primary care workforce to safely and effectively treat complex, chronic medical conditions. Project ECHO uses video-conferencing technology to establish a virtual "knowledge network" between a "hub" (team of inter-disciplinary specialists located at a medical center) and multiple "spokes" (primary care clinicians located at sites in underserved communities) for training and mentoring. Project ECHO clinic sessions, referred to as teleECHO clinics, are virtual grand rounds that include case-based learning, review of treatment protocols, sharing of best practices, and didactic presentations to enhance the skills and knowledge of primary care clinicians to treat specific diseases. Participants learn from specialists and other primary care clinicians, and are able to earn Continuing Medical Education (CME) credits for participation.

The Project ECHO model was originally developed at the University of New Mexico and designed to train primary care providers in effective hepatitis C virus (HCV) management and treatment, and to improve access to HCV care in rural settings (http://echo.unm.edu/). Since its inception, the Project ECHO model has addressed over 55 complex conditions, including HCV, HIV, substance use disorders, diabetes and endocrinology, chronic pain, tuberculosis, autism, palliative care, and crisis intervention training. The program has been successfully replicated in many states and widely evaluated. A prospective cohort study of Project ECHO's HCV clinic demonstrated that care delivered by primary care providers with teleECHO support is safe and as effective as treatment provided by specialists at the University of New Mexico Hospital's Hepatitis C Clinic. In addition, numerous evaluations have demonstrated that the self-assessed skills, competence, and job satisfaction of participating providers have improved significantly following their involvement in teleECHO clinics.

State Health Innovation Plan Background

In December 2014, HRI and the NYSDOH were awarded a $100 million State Innovation Models (SIM) cooperative agreement by the Centers for Medicare and Medicaid Innovation (CMMI) to implement the State Health Innovation Plan (SHIP) (http://www.health.ny.gov/technology/innovation_plan_initiative/). Central to New York's proposal is a multidisciplinary approach to health system redesign that includes primary care delivery system and payment reform. New York's reform plans are further supported by the promotion of health information technologies, work to improve access to care, and development of the health care workforce to support new delivery models.

A key component of the SHIP is the development and implementation of an integrated care delivery system with a foundation in Advanced Primary Care (APC). APC is achieved by supporting enhanced capabilities, processes, and performance of primary care providers based on lessons learned from the Comprehensive Primary Care initiative (CPCi), Medicare Advanced Primary Care Program (MAPCP), and National Committee for Quality Assurance (NCQA) Patient Centered Medical Home (PCMH). Each of these initiatives is premised on primary care assuming a central role in health system reform, through the coordination of care, to achieve optimal health and well-being for patients.

A secondary component of the SHIP relates to expansion of New York State's (NYS) primary care workforce through innovations in professional education and training. Although New York's physician-to-population ratio is currently above the national average, there are physician shortages in many communities and specialties. When compared to national ratios, NYS exhibits a maldistribution of primary care physicians in specific geographic regions, primarily in densely populated urban neighborhoods and rural communities, and in communities with high proportions of low-income and Medicaid populations. The greatest gap between supply and demand growth statewide is projected in specialties, including psychiatry. Other statistics demonstrate the need for more physicians due to retirements and reductions in hours across NYS, particularly in rural areas.

Health system transformation in NYS demands a future workforce more advanced and nimble than that which we have today. In response, NYS identified four health care workforce strategies:

1. ***Expand the supply of clinically-trained workers in key geographies*** by working with providers and educators to change admissions, education, and training programs; sharpen recruitment and retention policies and incorporate telehealth technology to expand the geographical reach of the existing workforce.

2. ***Update standards and educational programs*** to reflect the needs of delivering the APC model, particularly trainings around care coordination, quality and performance improvement techniques, multidisciplinary teamwork, and necessary administrative and business skills.

3. ***Identify potential primary care-related workforce flexibility opportunities*** by putting in place the infrastructure to test and evaluate workforce models of care and their implications for professionals to work to the full extent of their professional competence.

4. ***Develop more robust working data, analytics, and planning capacity throughout the State.***

Project ECHO supports these strategies and helps to address the following goals:

- Shortages in and maldistribution of the primary care workforce;
- Gaps in training curricula and the workforce skills base, particularly around team-based, whole-patient-focused care;
- Lack of flexibility to enable health care professionals to practice to the full extent of their professional competence and move easily between care settings and geographies.

Project ECHO is described as a lifelong learning and guided practice model that revolutionizes medical education and exponentially increases workforce capacity to provide best-practice specialty care and reduce health disparities. It is expected that replication and expansion of the Project ECHO model in health care settings across NYS will increase the capacity of the existing primary care workforce throughout the State; better equip primary care clinicians to meet the demands of APC practice and provide comprehensive, best-practice care to patients with complex health conditions in their own communities; and enable practitioners to work to the highest level of their licensure.

II. Who May Apply

A. Minimum Eligibility Requirements

Applications will be accepted from organizations that are teaching hospitals that are physically located in NYS. For the purposes of this RFA, a teaching hospital is defined as a hospital or medical center that provides clinical education and training to future and current physicians, and that receives Medicaid reimbursement for direct or indirect graduate medical education.

B. Preferred Eligibility Requirements

Preference will be given to applicants that:

1. Are teaching hospitals that are part of an academic medical/health centers. For the purposes of this RFA, an academic medical/health center is an organization that is administratively integrated with a medical school(s) and that is the principal site for education of both medical students and postgraduate medical specialty trainees. A complete listing of NYS academic medical centers is provided in Attachment 2.

2. Propose to *primarily serve* primary care clinicians located in rural NYS areas, in

Medically Underserved Areas and Populations (MUAs and MUPs), and/or in designated Health Professional Shortage Areas (HPSAs).

The term *primarily serve* means that a majority (more than 50%) of affiliated "spoke" sites to which the applicant will provide ongoing training and mentoring are located in areas meeting one or more of the above designations. Rural Area Definitions are provided in Attachment 3. MUAs, MUPs, and HPSAs are identified at http://www.hrsa.gov/shortage/find.html.

3. Demonstrate commitments from 20 or more participating primary care practice "spoke" sites located in NYS. Primary care practice sites co-located at one address, but not belonging to the same practice, may count as more than one "spoke" site.

4. The goal of this RFA is to increase geographic and clinical diversity of SIM-funded Project ECHO hub sites across NYS. In determining awards, priority consideration will be given to applications to establish Project ECHO sites that help achieve an expanded geographic distribution of funds. In addition, priority consideration will be given to applications that establish a Project ECHO site that will address shortages in certain specialties or focus areas, including psychiatry. (See Attachment 10 for the locations of the SIM-funded Project ECHO hub sites and focus areas)

III. Project Narrative/ Work Plan Outcomes

Project ECHO Model Expansion funding shall be used to support replication of Project ECHO in health care settings across NYS. Funds awarded will assist applicants with establishing the infrastructure to implement a new Project ECHO hub site or to expand the scope of services provided at their existing Project ECHO hub site. The anticipated start date for the contract will be October 1, 2018 and funds are limited to 16 months.

The primary goal is to increase the use of the Project ECHO model in NYS to support achievement of key workforce strategies outlined in the SHIP. It is expected that expansion of the Project ECHO model will serve to disseminate medical knowledge, enhance the capacity of the existing primary care workforce, and better equip primary care clinicians to effectively meet the demands of APC practice. As a result of participating in Project ECHO, primary care practice sites will be able to effectively treat patients locally, provide timelier access to high-quality team-based primary care, and reduce unnecessary referrals to specialists.

By the end of the contract period, contractors will have either established a fully operational Project ECHO program or expanded their existing Project ECHO program to address increased needs, serve multiple rural and underserved spoke sites, and provide specialty clinical expertise to address specific diseases, health conditions, or target areas that are significant to the spoke site communities.

Organizations are expected to have developed sustainability plans to continue to operate their Project ECHO program once grant funding has ended.

A. Project ECHO Program Initiation Activities

Applicants must propose to:

1. Establish a new Project ECHO hub site, or
2. Expand the scope of services provided at their existing Project ECHO hub site.

Applicants proposing to establish a new Project ECHO hub site must demonstrate a commitment to fidelity of the Project ECHO model by adhering to the requirements outlined by the ECHO Institute at the University of New Mexico to become a Project ECHO Replication Partner as shown in Attachment 4.

Applicants will work with the ECHO Institute to implement the new Project ECHO hub site, following requirements and guidelines outlined in Attachment 4, including:

1. Project ECHO Replication Steps for Implementation
2. Statement of Collaboration for Replicating Partners
3. Project ECHO Intellectual Property Terms of Use Agreement

Applicants are strongly encouraged to review the background information on starting a Project ECHO program that is outlined in Attachment 4 and the additional resources that are available on the University of New Mexico ECHO Institute website at http://echo.unm.edu/start-an-echo/partners/.

B. Project ECHO Clinics

The Project ECHO hub site will link teams of expert specialists with primary care clinicians in rural and underserved community "spoke" sites. Weekly teleECHO clinics will be conducted by the hub using widely available teleconferencing technology, allowing primary care clinicians in distant locations to participate in virtual grand rounds that utilize case-based learning and mentoring.

Specialists at the hub site will serve as mentors, sharing medical expertise, knowledge, and best practices, and providing guidance to primary care clinicians for treatment of patients at the spoke site. As a result of this ongoing relationship with the specialist team, primary care clinicians will develop the skills needed to treat a particular condition and will be able to provide timely, comprehensive, best-practice care to patients in their local communities.

1. Selection of Disease(s)/Condition(s) of Focus

Applicants must propose one or more diseases or health conditions that will be the focus of the new Project ECHO program.

In selecting diseases or health conditions for the proposed Project ECHO model, applicants should consider as a priority the following factors:

- The prevalence of the disease(s) or health condition(s) in the vulnerable populations served by the applicant.

- The complexity of managing the disease or health condition.
- The treatments and medications being utilized.
- The societal impact of the selected disease(s)/health condition(s), and treatment(s).
- The effect if the disease(s)/condition(s) goes untreated.
- The effect of disease/health condition management and intervention.

Applicants should select a disease(s) or health condition(s) based on the following criteria that may be unique to their organization's services and/or specific geographic area:

- Health status indicators and population demographics of the community or communities to be served
- Known primary care workforce maldistribution and/or shortages
- An identified lack of timely access to specialty care for the disease(s) or health condition(s)
- Existing organizational capacity, strengths and subject matter expertise

Applicants must demonstrate how their proposed Project ECHO model aligns with goals of the SHIP and, if applicable, include relevant information about how the model is expected to impact APC scorecard measures. APC scorecard measures are outlined in Attachment 5.

2. Selection of Spoke Sites

Applicants must identify the counties or regions of NYS that will be targeted for participation in the proposed Project ECHO model. While applicants may elect to provide services to primary care sites in any area of the State, applicants proposing to primarily serve clinicians practicing in rural NYS areas, in MUAs and MUPs, and/or in designated HPSAs will be evaluated more favorably.

Applicants should clearly define how primary care practices will be recruited to participate as spoke sites in the proposed Project ECHO model. At a minimum, applicants are expected to engage and provide services to at least 20 primary care spoke sites during the first eight months of funding. As part of the application, applicants should provide evidence in the form of a letter(s) or Memorandums of Understanding (MOUs) from/with primary care sites that have agreed to participate as a spoke site. Applications that demonstrate commitments from 20 or more participating primary care spoke sites will be evaluated more favorably.

3. Staffing

Applicants should determine appropriate staffing and expertise needed at the hub site to adequately serve the participating spoke sites in an ongoing training and mentoring role. Applicants should identify a Clinical Director, a disease specialist who will provide leadership for the hub site by planning the curriculum and acting as lead facilitator for teleECHO clinics. Applicants should identify specific content experts to be part of the interdisciplinary team that delivers curriculum and shares expertise during teleECHO

clinics. In addition, applicants should identify any additional program staff needed to support the ongoing operations of the Project ECHO hub site in information technology, administrative, program evaluation, and clinical capacities.

4. Implementation of Project ECHO clinics

Successful applicants who enter into a contract resulting from this RFA (hereafter referred to as contractors) will begin implementing Project ECHO clinics as soon as possible within the first eight months of funding. Contractors will travel to the ECHO Institute for three days of required implementation/replication training, select teleconferencing technology to be used, develop curriculum, and oversee scheduling and operations of Project ECHO clinics. It is expected that services will be expanded after the first eight months of funding, either to serve additional primary care spoke sites, and/or to address additional diseases or health conditions.

Applicants should use Attachment 6: Work Plan Template to develop a work plan based on the deliverables that have been determined by NYSDOH and HRI. The work plan must include the method of completion for each activity/deliverable with timelines for completion and person(s) responsible identified.

5. Evaluation

Applicants should provide an evaluation strategy to measure outcomes of their proposed Project ECHO program. Measures may include, but are not limited to:

- Program-level outcomes such as numbers and types of providers served, participation rates, location of spokes, and hours of CMEs granted
- Provider-level outcomes such as changes in provider knowledge, self-efficacy, attitudes, satisfaction, and decision making
- Patient-level outcomes such as changes in satisfaction, decision-making, self-management, and medication adherence
- System-level outcomes such as changes in wait times for care, inappropriate referrals for hospitalizations, emergency department (ED) visits, and travel costs

At time of application, the evaluation plan should, at a minimum, include a strategy to measure program and provider-level outcomes. Once awarded funding, contractors are expected to further develop evaluation strategies in close coordination with the University of New Mexico ECHO Institute Program Evaluation office.

C. Use of Award Funds

Funds awarded under this RFA may only be used to expand existing programs or create new programs pursuant to this RFA. Funds may not be used to supplant funding for currently existing programs.

Eligible Expenses

HRI funds may be used for, but are not limited to, expenditures for:

1. Clinical, program, evaluation and information technology (IT) support staff salaries, wages and benefits
2. Staff training
3. Planning meetings
4. Travel costs
5. Supplies
6. Teleconferencing technology
7. Curriculum development
8. Costs associated with provision of CME credits

Ineligible Expenses

HRI funds may NOT be used for:

1. Capital improvements including remodeling or new construction costs
2. Major pieces of depreciable equipment
3. Costs incurred prior to the project period
4. Indirect costs over 10% of the total bid value (or in the case of subcontractors, subcontract value).
5. Costs associated with specialist time to mentor out-of-state practitioners.

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

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

even if the recipient is a commercial (for-profit) organization. Profit is any amount in excess of allowable direct and indirect costs.

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

IV. Administrative Requirements

A. Issuing Agency

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

B. Question and Answer Phase:

All substantive questions must be submitted by email to the following email address by the date listed on the cover page of this RFA:

oqps.hri@health.ny.gov

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

Questions of a technical nature can be addressed in writing to the above email address.

Questions are of a technical nature if they are limited to how to prepare the 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 by the date identified on the cover of this RFA.

C. Letter of Intent/Interest (optional)

Prospective applicants may complete and submit a letter of intent/interest (see Attachment 7). Prospective applicants may also use the letter to receive notification when updates/modifications are posted, including responses to written questions. Letters should be submitted to oqps.hri@health.ny.gov by the due date on the cover of this RFA.

Please ensure that the RFA number is noted in the subject line of the email.

Submission of a letter of intent/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 intent/interest.

D. Applicant Conference

An Applicant Conference will not be held for this procurement.

E. How to File an Application

Applications must be **received** at the following address by the date and time posted on the cover sheet of this RFA. Late applications will not be accepted.

Office of Quality and Patient Safety
Attn: Jessica Hurry
NYS Department of Health
Corning Tower, Room 2004
Empire State Plaza
Albany, NY 12237

oqps.hri@health.ny.gov

Applicants shall submit one (1) original, signed application and five (5) copies and one (1) electronic copy emailed to the address above. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document.

*It is the applicant's responsibility to see that applications both via email and mail are delivered to the address above prior to the date and time specified on the cover page of the RFA. Late applications due to documentable delay by the carrier may be considered at HRI's discretion.

F. 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 applicant's application and/or to determine an applicant's compliance with the requirements of the RFA.

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

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

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

G. Term of Contract

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

It is expected that contracts resulting from this RFA will have the following time period: October 1, 2018 through January 31, 2020 (16 months), issued in one 4 month increment on October 1, 2018 and an additional yearly increment issued on February 1, 2019. Renewals are dependent upon satisfactory performance and continued funding. HRI reserves the right to revise the award amount as necessary due to changes in the availability of funding.

H. Payment & Reporting Requirements of Awardees

1. The contractor shall submit invoices on completion of deliverables and required reports of expenditures to:

   oqps.hri@health.ny.gov

2. The contractor shall submit the following periodic reports:

   - Monthly status update meetings/conference calls.
   - All payment and reporting requirements will be detailed in Exhibit A of the final contract.

I. General Specifications

1. By signing the "Application Cover Sheet" (Attachment 1) 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 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 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.

6. Applicant must maintain an active registration in the System for Award Management (SAM) at SAM.gov, have no exclusions or delinquent federal debt.

J. HRI General Terms & Conditions

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

Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

1. Term - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.

2. Allowable Costs/Contract Amount –

a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.

b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.

c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable, to the Agreement, in the performance of the Scope of Work in accordance with cost principles of the Department of Health and Human Services Grants Policy Statement (HHS GPS). To be allowable, a cost must be necessary, cost-effective and consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. Contractor shall supply documentation of such policies and procedures to HRI when requested.

d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to audit by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for three years after the final voucher is submitted for payment. This provision includes the right for HRI to request copies of source documentation in support of any costs claimed. If an audit is started before the expiration of the 3-year period, the records must be retained until all findings involving the records have been resolved and final action taken. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such

audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

3. Administrative, Financial and Audit Regulations –

a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below, including, but not limited to, the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (referred to herein as the "Uniform Guidance") as codified in Title 2 of the Code of Federal Regulations. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally- funded projects only), regardless of the source of the funding specified (federal/non-federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Clauses.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	Uniform Guidance	Uniform Guidance	Uniform Guidance
Not-for-Profit	Uniform Guidance	Uniform Guidance	Uniform Guidance
State, Local Gov. or Indian Tribe	Uniform Guidance	Uniform Guidance	Uniform Guidance
For-Profit	45 CFR Part 74	48 CFR Part 31.2	Uniform Guidance
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, employees, officers, board members, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by

Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

8. Amendments/Budget Changes –

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

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

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

9. Insurance –

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

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

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

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

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

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

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

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

10. Publications and Conferences –

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

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

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

11. Title -

a) Unless noted otherwise in an attachment to this Agreement, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI. The Contractor agrees to 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, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law. Furthermore, Contractor agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familiar status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law: (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 60-1.4(a) which is hereby incorporated herein.

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.

f) National Labor Relations Act (Executive Order 13496)

Contractors that are not exempt from the National Labor Relations Act and have contracts, subcontracts or purchase orders subject to EO 13496 must satisfy the requirements of that Executive Order and its implementing regulations at 29 CFR Part 471 to be in compliance with the law.

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:

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

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

c) 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 Format and Content

All applications should conform to the format prescribed below.

Applications must not exceed 25 single-spaced typed pages on 8.5” x 11” paper (excluding Work Plans, Budgets and other attachments), using a 12-point font with one-inch margins. If the application narrative exceeds 25 pages, only the first 25 pages will be reviewed.

Points for each section are indicated in parenthesis. The value assigned to each section is an indication of the relative weight that will be given when scoring applications.

1. Executive Summary (Not Scored)

Provide a concise (not to exceed two pages) summary of the proposed project. Applicants should provide a brief description of the activities to be undertaken, the geographic area(s) of focus, and the disease(s) and/or health condition(s) to be addressed. Applicants should indicate whether the project proposes to establish a new Project ECHO hub site, or to expand on services provided at their existing site.

2. Statement of Need (20 points)

The applicant should indicate the section number and subsection (e.g., VI-1-a) of the requirement being addressed.

a. Identify the geographic area (specifying counties) to be served by the proposed Project ECHO model and describe why it was selected. Include supporting data to demonstrate the need for implementation of the Project ECHO model in the proposed geographic area, including health status indicators and population demographics of the community or communities to be served, and information on known primary and specialty care workforce maldistribution and/or shortages. Geographic areas for current SIM funded Project ECHO hub sites are illustrated in Attachment 10.

b. Identify the disease(s) or health condition(s) selected for the proposed Project ECHO model. Describe how the disease(s) or condition(s) of focus were selected, data sources used (including health status indicators and population demographics), and information to justify the community need including the prevalence of the disease(s) in vulnerable populations. For the disease or health conditions selected, include information regarding the identified lack of timely access to specialty care for the disease/condition, complexity of managing the disease, the treatments and medications being utilized, the societal impact of the disease/condition and treatment(s), the effect if the disease/condition goes untreated, and the effect of disease management and intervention.

c. Provide information that demonstrates how the proposed Project ECHO model aligns with the goals of the SHIP, and include relevant information about how the model is expected to impact APC scorecard measures.

3. Qualifications (15 points)

The applicant should indicate the section number and subsection (e.g., VI-1-a) of the requirement being addressed.

Describe how your organization meets the minimum and preferred qualifications in Section II.A and B. of the RFA.

a. Identify if your organization is a teaching hospital that is physically located in NYS. Include information to demonstrate that your hospital provides clinical

education and training to future and current physicians, and receives Medicaid reimbursement for direct or indirect graduate medical education.

b. Identify if your hospital is part of an academic medical/health center physically located in NYS. Include information to demonstrate that your hospital is organizationally or administratively integrated with a medical school and is the principal site for education of both medical students and postgraduate medical specialty trainees.

c. Describe how you propose to *primarily serve* primary care clinicians located in rural NYS areas, in MUAs and MUPs, and/or in designated HPSAs. The term *primarily serve* means that a majority (more than 50%) of the affiliated "spoke" sites to which your organization will provide ongoing training and mentoring are located in areas meeting one or more of the above designations. Rural Area Definitions are provided in Attachment 3. MUAs, MUPs, and HPSAs are identified at http://www.hrsa.gov/shortage/find.html. Provide names and addresses of specific primary care sites that have already been recruited to participate in the Project ECHO program.

d. Demonstrate commitments by providing copies of letters or MOUs from/with 20 or more participating primary care practice "spoke" sites located in NYS. Primary care practices sites co-located at one address, but not belonging to the same practice, may count as more than one "spoke" site.

e. Describe how your program will increase the geographic and/or clinical diversity of SIM-funded Project ECHO hub sites across NYS.

4. Organizational Capacity, Resources, and Experience (15 points)

The applicant should indicate the section number and subsection (e.g., VI-1-a) of the requirement being addressed.

a. Provide basic organizational information including a description of your organization, its mission, and services provided.

b. Describe your existing organizational capacity and subject matter expertise in the selected disease(s)/condition(s) of focus.

c. Describe the ways in which the Project ECHO model aligns with the work of your organization. Provide a description of your hospital's previous experience with the Project ECHO model or describe any experience that directly relates to becoming a Project ECHO hub site.

d. Include a brief biography of the individual proposed to serve as the Clinical Director of the Project ECHO program and describe his/her qualifications and experience. Include brief biographies of the physicians that will provide

leadership and teaching capacity, including available specialists, as mentors at the hub site.

e. Identify administrative, technical and other resources within the organization, including staff that will support the implementation of the Project ECHO hub site. Provide information about the qualifications and skills of non-clinical staff to the hub site.

5. Program Design and Activities (10 points)

The applicant should indicate the section number and subsection (e.g., VI-1-a) of the requirement being addressed.

a. Explain the organizational structure of the proposed program, including the administrative, technical, and clinical leadership that will support the proposed Project ECHO model. Outline proposed roles and responsibilities for each staff person and describe how a multi-disciplinary team approach will be used.

b. Discuss proposed efforts to recruit primary care spoke sites and outline the organization's plans to address spoke participation and retention over the two-year grant period.

6. Work Plan – not included in 25-page limit (10 points)

a. Using Attachment 6, create a work plan based on the provided activities/deliverables that have been determined by NYSDOH and HRI. The work plan must include the proposed method for the completion of activities/deliverables with timelines for completion and person(s) responsible identified. If more than one disease or health condition is proposed to be addressed, outline the timing for implementing Project ECHO clinics for multiple focus areas.

7. Evaluation & Sustainability (15 points)

The applicant should indicate the section number and subsection (e.g., VI-1-a) of the requirement being addressed.

a. Describe how your Project ECHO program will be evaluated. Identify specific measures that will be used to evaluate success of the program throughout the duration of the contract period, including program-level and provider-level outcomes. If applicable, describe how patient and system-level outcomes will be measured. Measures may include, but are not limited to:
    - Program-level outcomes such as numbers and types of providers served, participation rates, location of spokes, and hours of CMEs granted
    - Provider-level outcomes such as changes in provider knowledge, self-efficacy, attitudes, satisfaction, and decision making

- Patient-level outcomes such as changes in satisfaction, decision-making, self-management, and medication adherence
- System-level outcomes such as changes in wait times for care, inappropriate referrals for hospitalizations, ED visits, and travel costs

b. Discuss the organization's commitment to the Project ECHO model after the two-year funding award is over. Describe how the program will be financially sustainable and identify potential sources of funding to support continuation.

8. Budget – not included in 25-page limit (15 points)

Complete a budget using the instructions provided in Attachment 8**.**

Applicants proposing to establish a new Project ECHO hub site may apply for up to $215,000 in total for the 16-month period (October 1, 2018 through January 31, 2020). Applicants seeking to expand their existing Project ECHO hub sites may apply for up to $100,000 in total for the 16-month period (October 1, 2018 through January 31, 2020).

All costs should relate directly to the activities/deliverables described in Attachment 8, be reasonable and cost-effective. Justification for each activity/deliverable cost should be submitted in narrative form, not to exceed 10 single spaced pages.

When completing the budget, applicants should refer to Section III. C., Use of Award Funds, for eligible and ineligible expenses.

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

B. Review Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by HRI/NYSDOH, Office of Quality and Patient Safety in conjunction with the Office of Primary Care and Health Systems Management. Applications failing to provide all response requirements or failing to follow the prescribed format may be removed from consideration or points may be deducted.

Review and Scoring of Applications

All applications will have an initial pass/fail screening for the following minimum eligibility requirements:

1) Application is received by the due date and time on the cover of this RFA;
2) Applicant is a teaching hospital that is physically located in NYS, as defined in Section II.A.

of this RFA.

Applications not meeting these minimum requirements will be disqualified.

Applications meeting minimum eligibility requirements will qualify for the competitive evaluation process. Applications will be reviewed and scored using criteria outlined in Section V., Completing the Application, of this RFA.

Final Selection and Contract Award

Awards will be made to the applications receiving the highest scores. In the event of a tie score, the highest scoring applicants will be invited to an interview to last for no longer than one hour in Albany, New York. Any cost related to this meeting or in response to this RFA is the obligation of the applicant and not the responsibility of the NYSDOH or HRI.

Final award amounts will be determined based upon successful applications and available funding.

VI. Attachments

Attachment 1: Application Cover Sheet
Attachment 2: NYS Academic Medical Centers
Attachment 3: Rural Area Definitions
Attachment 4: Project ECHO Replication Guidelines
Attachment 5: APC Core Measure Set
Attachment 6: Work Plan Template
Attachment 7: Letter of Interest Format
Attachment 8: Budget Instructions
Attachment 9: ECHO Institute IT FAQs
Attachment 10: Project ECHO Model Expansion Map – SIM funded Project ECHO Hub Site Locations and Focus Areas

Attachment 1

Application Cover Sheet
Project ECHO® Model Expansion RFA
RFA #OQPS-2018-01

Organization Name: Click here to enter text.

Tax ID: Click here to enter text.

Duns & Bradstreet Number: Click here to enter text.

Contact Person

Name: Click here to enter text.

Title: Click here to enter text.

Address: Click here to enter text.

Phone: Click here to enter text.

Email: Click here to enter text.

Application Budget Total: Click here to enter text.

Subcontract Budget Total: Click here to enter text.

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

_____
Signature

_____
Title

_____
Date

Attachment 2

Academic Medical Centers in New York State

Albany Medical Center
Great Lakes Health System
Montefiore Medical Center
Mount Sinai Medical Center
New York Presbyterian Hospital
Columbia University Campus
Weill Cornell Campus
Nassau University Medical Center
New York Colleges of Osteopathic Medicine Educational Consortium
New York University Medical Center
Northwell Health
Stony Brook Medicine
SUNY Downstate Medical Center
University of Rochester Medical Center
Upstate Medical University
Westchester Medical Center

Attachment 3

Rural Area Definitions

Rural New York State Counties

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

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

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

Health Professional Shortage Areas (HPSA) and Medically Underserved Area and Populations (MUAs/Ps)

Find shortage areas at: http://www.hrsa.gov/shortage/find.html

Attachment 4

University of New Mexico ECHO Institute
Project ECHO Replication Guidelines

(also located at http://echo.unm.edu/start-an-echo/partners/)

Project ECHO Replication – Steps for Implementation

Getting Started – Approximately 2 months

1. **Attend Introduction Event** – Free monthly videoconference event via Zoom. Find schedule and register at http://echo.unm.edu/start-an-echo/orientation-events/
2. **Attend Orientation Event** – Free monthly event in Albuquerque, NM, USA. Please register at http://echo.unm.edu/start-an-echo/orientation-events/
3. **Sign and Return Statement of Collaboration for Replicating Partners** – This is a "front-end" document that outlines the roles and responsibilities between Project ECHO and replicating partner organizations. Typically this is signed by the replicating partner program director or university leadership.
4. **Revise, Sign and Return Project ECHO Terms of Use Agreement** – This is a legal contract which serves to protect Project ECHO's Intellectual Property. This needs to be reviewed, revised as necessary, finalized in collaboration with Project ECHO and signed by legal counsel of both the replicating partner and Project ECHO.
5. **Register for iECHO** –Anyone interested in replicating Project ECHO should **participate in a number of different teleECHO™ disease clinics**. The best way to do that is to **register with our online partner database, iECHO**. Here is the link: http://echo.unm.edu/providers-partners/index.html.
6. **Build Support Within Your Organization** – It is important to build support for the ECHO mission and model within your organization, and among legislative, funding and government stakeholders. We suggest you share with them the clinical journal articles on ECHO outcomes, the TEDxABQ talk and the NYT blog article, all found easily on our website: http://echo.unm.edu/.
7. **Attend Immersion Training** – This is a 3-day hands-on training in Albuquerque covering all the key areas of launching and managing teleECHO clinics: community provider recruitment, curriculum development, budget requirements, IT resources and architecture, evaluation and research tools and approaches, teleECHO clinic management, hub team development, etc. Additional training is available online or through synchronous virtual guidance by our ECHO training and replication teams. Find schedule and register at http://echo.unm.edu/start-an-echo/orientation-events/

Move to Action – Approximately 2-3 months

1. **Assess:**
    a. Gaps in care and community needs. Look for areas where the waiting list is very long, and community providers can make a difference.
    b. Choose your disease or problem target area. It is important to be thoughtful about the ECHO topic:
        - What is the availability of "Hub" team members/experts (these are the multidisciplinary disease specialists that facilitate the teleECHO clinics). You want to choose those that are natural teachers and leaders. They MUST be willing to "demonopolize" their knowledge and mentor primary care providers.
        - Focus on the interests of community clinicians/"Spoke" champions.
        - Are you seeking a topic that is more or less protocol-driven?
        - Are there external motivators driving participation, such as highly toxic treatments, Drug Enforcement Administration (DEA) certification requirements, etc. There are various external factors that can motivate community clinicians.
        - How quickly do you need to show uptake and impact? Some diseases will find more traction than others.

- Think about a topic that is not too broad nor too narrow. Successful ECHO topics are broad enough to include a broad range of subtopics, and cannot be mastered quickly, and encourage ongoing participation for months or years.

c. Seek potential partners and organizational resources: what does your Academic Medical Center (AMC) or organization have that outlying communities do not? What other organizations have expertise you can tap? Where are the natural network partners and linkages?

2. Identify:

a. Funding/Revenue Sources. Make your budget. Identify gaps.
b. Program objectives and ways to measure success in meeting those objectives. What is your evaluation strategy?
c. Assemble your staff team: The content experts will need assistance from a small team of people to run the ECHO sessions, send emails, and run the program. Your recommended Project ECHO program staff:
    - IT user support facilitates telecommunications between Hub & Spokes (.5 time).
    - Administrative/coordinator organizes didactic, case presentations, reportables, CME (.5 time).
    - Nurse/manager oversees clinic and public health information, collects reportable information, and monitors patient safety (.5 time).
d. Interdisciplinary Hub team members with the following qualities: multiple perspectives, respectful of primary care teams, co-management & collaboration, training and mentoring mentality.
e. Roles of Interdisciplinary Hub team members, such as:
    - Physician Specialist(s)
    - Pharmacist
    - Social Worker
    - Nurse Specialist
    - Psychologist
    - Others
f. Curriculum for didactic presentations. Will this be unique to your program or are there other ECHO programs that may have or use similar materials? Check the ECHO replication resource library.
g. IT structure and support (teleECHO architecture for Hub, telecommunications equipment for Spokes, software and IT support):
    - Zoom or other teleconferencing system (Hub)
    - Large Screen Display (Hub)
    - High Definition Camera (Hub)
    - Good microphone (Hub)
    - iECHO Software (free)
    - Microphone/Headset (Spokes)
    - Small Video Camera or PC Camera (Spokes)
h. Community resources.

3. Develop:

i. Incentives for participation:
    - Continuing Medical Education (CME)/Continuing Education (CE)/ Continuing Education Unit (CEU) credit for every hour of participation
    - Special credentialing programs or certifications

- Enhanced knowledge and skills to serve as local expert in conditions common to primary care
- National exposure
- Mini-residencies
- Research collaboration – potential for "big data"

j. Community champions for Spokes: this recruitment process generally requires traveling to outlying communities and clinics and giving presentations or Grand Rounds on a disease topic and how the ECHO model will be used to address it. This is typically followed by a one-day on-site gathering to:
   - Build relationships
   - Provide base-line clinical training if necessary
   - Discuss and design curriculum and scheduling for teleECHO clinic
   - Load any software, if necessary
   - Train in iECHO
   - Conduct a mock-clinic and practice teleECHO clinic facilitation

k. Program evaluation strategies and tracking tools

Prepare to Launch – Approximately 1 month

1. **Develop standardized forms and processes for managing teleECHO clinics and patient cases**
2. **Have ECHO IT team create iECHO and ECHO Health "instances" for your organization –** These are the confidential, HIPAA compliant tools used to manage and report outcomes for teleECHO clinics (iECHO) and to facilitate patient case presentations, management and outcomes evaluation (ECHO Health). We will create your own data archive on our server, and make sure that all your hub and spoke staff and providers know how to use it.
3. **Practice teleECHO™ clinics** – Do 1-3 "dry runs" to work out problems with IT and connectivity, clinic protocols, videoconferencing etiquette, etc.

Statement of Collaboration:
Outlining Project ECHO Collaborations with Replicating Partners

The mission of Project ECHO (Extension for Community Healthcare Outcomes) at the University of New Mexico Health Sciences Center (UNMHSC) is to demonopolize knowledge and amplify the capacity to provide best practice care for underserved people all over the world. In pursuit of this mission, Project ECHO® faculty, staff and partners have dedicated themselves to de-monopolizing knowledge in order to expand access to best-practice medical care across the United States and globally.

This is a non-contractual agreement outlining the roles and responsibilities between Project ECHO and any partner replicating our innovative model of care. A contractual companion agreement will also need to be signed by replicating organization legal representatives.

In the spirit of collaboration, the ECHO Institute™ offers to/commits to the following programs and tools:

1. Host introductory-level Project ECHO® orientation events in Albuquerque, NM for interested individuals and organizations.
2. Subsequent to orientation, the ECHO Institute will provide a more detailed training in Project ECHO® best practices and tools via an extended visit to the ECHO Institute in Albuquerque, NM, through on-site training or via videoconferencing or asynchronous video modules. These include, but are not limited to:
    a. Disease-specific clinic management
    b. Recruiting community partners
    c. IT tools (hardware and software)
    d. Curriculum resources and training materials, protocols and processes
    e. Research design and evaluation processes, resources and tools
3. Provide use of existing archived teleECHO™ didactics when available.
4. Provide licensed use of IT tools, evaluation tools (both provider and patient-focused) and curriculum materials developed by Project ECHO®.
5. Provide licensed use of Zoom teleconferencing system (within our capacity and licensed use) to approved replication partners without charge through December of 2019. ECHO Institute has no liability for this product. Use of the Zoom software is exclusively limited for Project ECHO activities, as required by UNMHSC's contract with Zoom.
6. Provide licensed use of logos and trademarks.
7. Host an ongoing "metaECHO™," a virtual sharing of programmatic best practices among established and new replication partners using program challenges and successes as case studies. In addition, this will facilitate opening new possibilities for Project ECHO® engagement based on metaECHO™ thinking, including literature reviews and global health challenges.
8. Will create a program of certification or verification of Project ECHO® replication programs demonstrating fidelity to the ECHO® model, as determined by the ECHO Institute.

In the spirit of mutual responsibility, replicating Project ECHO® partners are expected to:

1. Send team leaders (clinicians and/or administrators) to attend the Project ECHO® orientation and subsequent trainings in Project ECHO® implementation.
2. Use the ECHO name as part of the name of any and all projects which are developed in collaboration with or modeled upon the ECHO Institute, ECHO model or Project ECHO® (i.e. Scan ECHO is the Veteran's Health Administration replication project, CHC Project ECHO is the Community Health Center, Inc.'s replication project in Connecticut).
3. Submit proposed project name for approval by the ECHO Institute at UNMHSC. Expressly forbidden is use of the name "ECHO Institute" which is reserved specifically for the Project ECHO at UNMHSC.
4. Follow the mission of Project ECHO® which is to demonopolize knowledge and amplify the capacity to provide best practice care for underserved people all over the world. Using Project ECHO® and its licensed materials for unapproved commercial purposes (such as selling any product or process associated with Project ECHO®) is prohibited. Financial arrangements with local or national payers to sustain the ECHO® project are acceptable, while selling the model or products is not.
5. Implement the four-point ECHO model:
    a. Use technology (teleECHO™ multipoint videoconferencing and the internet) to leverage scarce resources and create knowledge networks.

b. Improve outcomes by reducing variation in processes of care and sharing best practices.
c. Use case-based learning: guided practice through real-life cases with a multidisciplinary team of subject matter experts to facilitate learning by doing.
d. Tracking of data to monitor outcomes. It is understood that evaluation is the most difficult and expensive element of the model, and while Project ECHO encourages use of a HIPAA-compliant centralized database in the evaluation of outcomes, it is not a requirement.

6. Use the trademarked Project ECHO® logo, customized for your specific program.
7. Agree to cite Project ECHO® and the ECHO® model in all publications and written materials describing this work. The use of the trademarked Project ECHO® logo, title and/or model infers appropriate training from experienced faculty and staff at Project ECHO® at UNMHSC.
8. Respect Project ECHO® copyright and intellectual property rights, along with any contracted terms of use, in the use of Project ECHO® didactics, curricula, software, resources and other materials.
9. Use the term "teleECHO™" to differentiate clinic activities from traditional telehealth or telemedicine (e.g. Hepatitis C TeleECHO Clinic; Rheumatology TeleECHO Advanced Training; teleECHO clinics.) We encourage all ECHO® replication partners to continue this differentiation and use the term "teleECHO™" in all written materials and communication.
10. Fully implement and utilize the iECHO clinic management tool to track clinic attendance, didactics, CME, case presentations, etc. This allows all ECHO programs to track the growth and success of the model.
11. Track outcomes (with our assistance and tools, as necessary) and report at least bi-annually on hub activities to whatever extent possible and participate in the sharing of data outcomes with the objective of improving best practices and disease management worldwide. As more sites adopt the ECHO® model, the opportunity for global collaboration, research and data sharing/aggregation exists. Such collaborations should be conducted under separate agreement.
12. Protect patient confidentiality and privacy considerations in all aspects of Project ECHO® operations and management, in accordance with all local, state and federal mandates.
13. Use additional Project ECHO® IT tools, including iHealth/ECHO Health and teleECHO™ architecture, when appropriate. Any modification of these tools is prohibited without consultation and approval from Project ECHO® at UNMHSC. Commercial use or selling of these tools is prohibited.
14. Provide feedback to Project ECHO® at UNMHSC via MetaECHO™ and direct communications. Feedback regarding challenges and solutions will be incorporated into Project ECHO® practices and used to improve Project ECHO® replication efforts worldwide. Open and multi-directional communication is highly valued.
15. Collaborate with Project ECHO® on research opportunities when possible. We request the opportunity to review any presentations, abstracts or manuscripts prior to publication.
16. To work with the ECHO Institute to create mechanisms necessary for sharing and aggregating de-identified data for the purpose of discovering and disseminating best practices in different parts of the world, developing individualized decision-making tools, assessing disease patterns in diverse geographic areas and evaluating the overall impact of the ECHO model on healthcare delivery systems around the world.

_____ ***(replicating Project ECHO® partner organization name)***
is committed to this collaboration and working with Project ECHO® at UNMHSC.

_____ _____
(Replicating Partner Representative) ***(Date)***

ECHO Institute is committed to this collaboration and working with _____

_____ _____
(Project ECHO® Representative) ***(Date)***

PROJECT ECHO® INTELLECTUAL PROPERTY TERMS OF USE AGREEMENT

Effective ("DATE"), The Regents of the University of New Mexico, for its public operation known as the Health Sciences Center ("UNMHSC"), specifically for the School of Medicine, a state institution of higher education, and Academic Medical Center ("AMC") agree as follows:

BACKGROUND

The UNMHSC's ECHO Institute has developed Project ECHO® (Extension for Community Healthcare Outcomes), a pioneering telementoring and distance learning program designed to improve patient care and create healthcare workforce multiplication. Project ECHO includes intellectual property developed and owned by The Regents of the University of New Mexico ("UNM") the rights to which have been assigned or licensed to UNMHSC for protection and to be made available for public use and benefit. AMC desires to obtain the rights and licenses necessary to conduct Project ECHO Activities at AMC and UNMHSC desires to provide the rights and licenses to AMC to enable it to conduct Project ECHO Activities, all in accordance with Project ECHO's mission and the terms and conditions of this Agreement.

MISSION STATEMENT

ECHO is a movement to demonopolize knowledge and amplify the capacity to provide best practice care for underserved people all over the world.

ARTICLE I – DEFINITIONS

A capitalized word or phrase in this Agreement shall have the meaning ascribed to it in the attached Glossary.

ARTICLE II – CONDUCT OF PROJECT ECHO ACTIVITIES AT AMC

2.1 Conduct of Project ECHO Activities at AMC. Subject to the terms and conditions of this Agreement, UNMHSC grants to AMC the nonexclusive right to conduct Project ECHO Activities at AMC, provided that the ECHO name be used as part of or integrated into the name of any and all projects resulting from this collaboration or modeled after Project ECHO or the ECHO Institute™.

2.2 Grant of License. In order to permit the conduct of Project ECHO Activities at AMC, UNMHSC hereby grants to AMC a nonexclusive right and license to use and reproduce the Licensed Intellectual Property in the conduct of Project ECHO Activities at no cost. In addition, UNMHSC hereby grants to AMC a non-exclusive right and license to create Derivative Works, which shall be subject to the terms of Section 4.2

2.3 Noncommercial Purposes Only. Without the prior written consent of UNMHSC, which consent may be withheld or conditioned at UNMHSC's discretion, AMC shall use the Licensed Intellectual Property and conduct Project ECHO Activities in a manner consistent with the Project ECHO mission, which is to demonopolize knowledge and amplify the capacity to provide best practice care for underserved people all over the world. Using Project ECHO for unapproved commercial purposes is prohibited. By way of example, selling the ECHO model, Licensed Intellectual Property, curriculum materials, software, hardware, access to hardware, or consultation services related to ECHO model, mission, resources or the replication of ECHO projects outside of AMC is expressly prohibited. To seek permission for any other commercial, please contact the ECHO Institute Director, Dr. Sanjeev Arora.

Notwithstanding the foregoing, financial arrangements with local or national payers to sustain the ECHO project are acceptable. By way of example, AMC may:

a) use ECHO Model™ and Licensed Intellectual Property to develop grants and funding for

their own ECHO project, including solicitation of federal, nonfederal and foundation monies.

b) receive funding from insurance and third-party healthcare payer organizations to fund patient care, training and other ECHO-related activities.

c) receive funding from city, county, state or federal legislative sources including Medicare, Medicaid, departments of health, etc. to support ECHO-related activities.

2.4 Consulting Services. The ECHO Institute may, under separate arrangements with AMC, provide consulting services and training to AMC with respect to the conduct of Project ECHO Activities at AMC.

ARTICLE III – RESPONSIBILITIES OF AMC

3.1 Conduct of Project ECHO Activities at AMC. AMC shall implement and conduct Project ECHO Activities at AMC in accordance with this Agreement.

3.2 Obligations of AMC. In connection with its conduct of Project ECHO Activities, AMC shall:

a) pay and be responsible for all costs and expenses of AMC related to the performance by AMC of the Project ECHO Activities including the costs of acquisition of any equipment and third party software necessary for the operation of the Project ECHO Activities by AMC.

b) comply with all Applicable Law and ethical rules, including copyright.

c) require that the Permitted PCCs and AMC Specialists comply with all Applicable Law and ethical rules with respect to their participation in the Project ECHO Activities.

d) conspicuously brand Project ECHO Activities conducted at AMC using the Project ECHO Licensed Brand Marks (Exhibit A) customized for their specific project.

e) incorporate "ECHO" into the name or title of the project, and submit name for approval by the ECHO Institute at UNMHSC. Expressly forbidden is use of the name "ECHO Institute" which is reserved specifically for Project ECHO at UNMHSC.

f) fully utilize the ECHO software program called iECHO to track all ECHO-related activities at AMC. In addition, there may be additional data and information requests from the ECHO Institute which will need to be fulfilled regarding the application and implementation of the ECHO model at AMC.

g) conduct Project ECHO Activities as high quality, professional services consistent with the quality of the Project ECHO Activities conducted by the ECHO Institute. If the quality of the activities at AMC falls below standard, AMC shall use reasonable efforts to restore such quality within a reasonable period of time. AMC agrees to permit representatives of UNMHSC and the ECHO Institute to review from time to time the quality of the Project ECHO Activities conducted at AMC.

h) work with the ECHO Institute to create mechanisms necessary for sharing and aggregating de-identified data for the purpose of discovering and disseminating best practices in different parts of the world, developing individualized decision-making tools, assessing disease patterns in diverse geographic areas and evaluating the overall impact of the ECHO model on healthcare delivery systems around the world.

ARTICLE IV – INTELLECTUAL PROPERTY RIGHTS

4.1 Ownership of Licensed Intellectual Property. This Agreement does not provide AMC with title or ownership to the Licensed Intellectual Property or the Project ECHO Activities, but only the limited rights of use as provided in this Agreement. AMC shall reproduce and include in all copies of the Licensed Intellectual Property the copyright notices and proprietary legends of UNMHSC and/or UNM as they appear in the Licensed Intellectual Property and on media containing the Licensed Intellectual Property.

4.2 License Grantback. As part of the consideration for the grant of rights to AMC under this Agreement, AMC hereby grants to UNMHSC and to UNM a worldwide, nonexclusive, fully sub-licensable, royalty-free right and license at no cost to use and exploit any Derivative Works prepared, developed, or conceived by AMC, its agents, employees, or contractors, in the conduct of the Project ECHO Activities in its use of the Licensed Intellectual Property.

ARTICLE V – DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

5.1 DISCLAIMER OF WARRANTIES. THE LICENSED INTELLECTUAL PROPERTY AND ANY SERVICES PROVIDED BY UNMHSC OR UNM IS PROVIDED "AS IS.' NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE LICENSED INTELLECTUAL PROPERTY OR PROJECT ECHO AND UNMHSC AND UNM EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTIES WITH RESPECT TO THE CAPABILITIES, SAFETY, UTILITY, APPLICATION OF THE LICENSED INTELLECTUAL PROPERTY OR PROJECT ECHO.

5.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL UNMHSC, UNM OR PROJECT ECHO BE LIABLE TO AMC OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS RELATING TO THE SAME), ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR THE CONDUCT OF THE PROJECT ECHO ACTIVITIES BY AMC, WHETHER SUCH CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SAME. THE LIABILITY OF UNMHSC, UNM OR PROJECT ECHO/THE ECHO INSTITUTE, WILL BE SUBJECT IN ALL CASES TO THE IMMUNITIES AND LIMITATIONS OF THE NEW MEXICO TORT CLAIMS ACT SECTION 41-4-1 ET SEQ. NMSA 1978 AS AMENDED.

ARTICLE VI – TERM

6.1 Term. This Agreement will remain valid and in force until the date that is one year after the Effective Date, and thereafter shall automatically renew for consecutive one year terms unless either UNMHSC or AMC shall provide the other with written notice of non-renewal at least ninety (90) days prior to the anniversary of the Effective Date. AMC understands and hereby agrees that pursuant to UNMHC's contract for the Zoom software, that software is only available to AMC until December 31, 2019 at no cost to AMC. After that date, UNMHSC shall no longer be responsible for providing access to that software to AMC. AMC also understands and agrees that use of the Zoom software by AMC is exclusively limited for Project ECHO activities, as required by UNMHSC's contract with Zoom.

ARTICLE VII – MISCELLANEOUS

7.1 Miscellaneous Terms. The following terms shall apply to this Agreement: (a) in the performance of its duties and obligations under this Agreement, each Party agrees that they shall not, directly or indirectly, violate any U.S. law, regulation or treaty, or any other international treaty or agreement, relating to the export or re-export of any material or associated technical data, to which the U.S. adheres or with which the U.S. complies. Nothing in this agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this agreement; (b) AMC is an independent contractor of UNMHSC; (c) AMC may not transfer, assign, or sublicense any of its rights, powers, duties, or obligations under this Agreement; (d) this Agreement constitutes the entire agreement between UNMHSC and AMC with respect to the subject matter hereof, supersedes all prior Agreements with respect thereto, and may not be modified except by written agreement; (e) this Agreement shall be construed under and governed by the laws of the State of New Mexico without regard to its conflicts of laws principles: (f) any legal action brought under this Agreement must be brought in state or Federal court in New Mexico; (g) any notices to be given under this Agreement shall be given in writing; (h) upon termination of this agreement, the obligations and responsibilities of clauses 2.1, 2.3 and 3.2 shall survive such termination, i.e. ECHO activities must retain the ECHO name and brand and restrictions on selling ECHO IP to third parties remain in effect.

IN WITNESS WHEREOF, UNMHSC and AMC have caused this Agreement to be signed by their duly authorized representatives as of the day and year indicated above.

Regents of the University of New Mexico, for the Health Sciences Center	AMC
By:_____	By:_____
Printed Name: Richard Larson, MD, PhD	Printed Name:_____
Title: Vice Chancellor for Research, Health Sciences Center	Title:_____
Date:_____	Date:_____

Project ECHO, Approved by:	
By:_____	By:_____
Printed Name: Dr. Sanjeev Arora	Printed Name:_____
Title: Director, Project ECHO	Title:_____
Date:_____	Date:_____

Office of University Counsel, Approved as to Form:
By:_____
Printed Name: Ariadna Vazquez
Title: Associate University Counsel, Health Law Section
Date:_____

GLOSSARY

"Agreement" means this PROJECT ECHO® TERMS OF USE AGREEMENT.

"AMC Specialist" means providers employed by or affiliated with AMC who are specialists in a medical field in which AMC conducts Project ECHO® Activities.

"Applicable Law" means (i) for an Academic Medical Center that is not a federal entity, all applicable state statutes and regulations, as well as all applicable Federal statutes, regulations, and policy requirements; and, (ii) for an AMC that is a federal entity, all applicable Federal statutes, regulations, and policy requirements.

"Derivative Works" means any collateral or materials, whether process-orientated, clinical, educational or technical, developed in the process of carrying out Project ECHO activities. Examples might include case presentation templates, evaluation resources or tools, clinical didactic presentations, grant-writing resources, community partner recruitment strategies or tools, etc.

"ECHO Institute" means the Project ECHO® Activities conducted at the University of New Mexico Health Sciences Center.

"Effective Date" means the date set out on the opening paragraph of this Agreement.

"Intellectual Property" means any inventions, discoveries, improvements, works of authorship or the like, including patents, patent applications, and certificates of invention; trade secrets, know how or similar rights; copyright materials; trademarks, service marks, logos, and trade dress; and similar property under any laws or international conventions throughout the world.

"Licensed Intellectual Property" means the Licensed Software Programs, the Licensed Brand Marks, the Licensed Materials, and the Licensed Know-How identified on attached Exhibit A and such intellectual property as UNMHSC develops after the date of this agreement that it makes available to AMC.

"Permitted PCCs" means primary care clinicians that provide health care to significantly underserved or uninsured patient populations, including rural and frontier providers, and providers to prison populations.

"Project ECHO® Activities" means the design, structure, and process constituting the telementoring and distance learning program developed at UNMHSC Project ECHO® that utilizes teleconferencing, videoconferencing, internet-based assessment tools, online presentations, telephone, fax, and email communications to connect specialists with primary care providers in rural areas and prisons for the purpose of improving patient care.

"Software" means Zoom, Box, Teamwork and the Licensed Software Programs.

EXHIBIT A
LICENSED INTELLECTUAL PROPERTY

Licensed Brand Marks:

"ECHO®"
"Project ECHO®" (the wordmark)
"Project ECHO®" (the design)

"ECHO HEALTH™

Health Care, Electronic Health Care Management, Advisory Services, and software ("Licensed Software Programs"):

"iECHO" – ECHO Institute's proprietary teleECHO clinic management software and database.
"iHEALTH" – ECHO Institute's proprietary patient case presentation and patient data collection/tracking software and database.

"ECHO HEALTH" – ECHO Institute's proprietary patient case presentation, patient data collection and case management software and database.

Licensed Materials and Know-How:

Copyrighted materials concerning the set-up and operation of a Project ECHO® facility and various didactic and teaching materials of a technical and instructional nature relating to health care.

Attachment 5 - APC Core Measure Set

DOMAINS	NQF #/ Developer	DATA SOURCE	MEASURES	VERSION 1 (18 measures)	VERSION 1 for PILOT SCORECARD (13 measures)	CMS eMeasure ID	MIPS
Prevention	32/HEDIS	Claims/EHR. Claims-only possible.	**Cervical Cancer Screening**	✓	✓	124v5	✓
	2372/HEDIS	Claims/EHR. Claims-only possible.	**Breast Cancer Screening**	✓	✓	125v5	✓
	34/HEDIS	Claims/EHR	**Colorectal Cancer Screening**			130v5	✓
	33/HEDIS	Claims/EHR. Claims-only possible	**Chlamydia Screening**	✓	✓	153v5	✓
	41/AMA	Claims/EHR/Survey.	**Influenza Immunization (all ages)**			147v6	✓
	38/HEDIS	Claims/EHR/Survey. Claims-only possible.	**Childhood Immunization (status)**	✓	✓	117v5	✓
	2528/ADA	Claims	**Fluoride Varnish Application**	✓		*Different measure:* 74v6 Primary Caries Prevention Intervention as Offered by Primary Care Providers, including Dentists; measure steward: CMS	*Different measure:* Primary Caries Prevention Intervention as Offered by Primary Care Providers, including Dentists; measure steward: CMS
Chronic Disease	28/AMA	Claims/EHR	**Tobacco Use Screening and Intervention**			138v5	✓
	18/HEDIS	Claims/EHR	**Controlling High Blood Pressure**			165v5	✓
	59/HEDIS	Claims/EHR	**Comprehensive Diabetes Care: HbA1C Poor Control**			122v5	✓
	57/HEDIS	Claims	**Comprehensive Diabetes Care: HbA1C Testing**	✓	✓	*Different measure:* 148v5 Hemoglobin A1c Test for Pediatric Patients; measure steward: NCQA; NQF #60	
	55/HEDIS	Claims	**Comprehensive Diabetes Care: Eye Exam**	✓	✓	131v5	✓
	56/HEDIS	Claims	**Comprehensive Diabetes Care: Foot Exam**			123v5	✓
	62/HEDIS	Claims	**Comprehensive Diabetes Care: Medical Attention for Nephropathy**	✓	✓	134v5	✓
	71/HEDIS	Claims/EHR	**Persistent Beta Blocker Treatment after Heart Attack**	✓	✓	*Different measure:* 145v5 Beta Blocker Therapy-Prior Myocardial Infarction or Left Ventricular Systolic Dysfunction; measure steward: PCPI	✓
	1799/HEDIS	Claims/EHR. Claims-only possible.	**Medication Management for People With Asthma**	✓	✓	*Different measure:* 126v5 Use of Appropriate Medications for Asthma; measure steward: NCQA	✓
	24/HEDIS	Claims/EHR	***[Combined obesity measure]* Weight Assessment and Counseling for nutrition and physical activity for children and adolescents**			155v5	✓*
	421/CMS	Claims/EHR	***[Combined obesity measure]* Body Mass Index (BMI) Screening and Follow-Up**			69v5	✓*
Behavioral Health/ Substance Use	418/CMS	Claims/EHR	**Screening for Clinical Depression and Follow-up Plan**			2v6	✓
	4/HEDIS	Claims	**Initiation and Engagement of Alcohol and Other Drug Dependence Treatment**	✓	✓	137v5	✓
	105/HEDIS	Claims/EHR. Claims-only possible.	**Antidepressant Medication Management**	✓	✓	128v5	✓
Patient-Reported	326/HEDIS	Claims/EHR	**Advance Care Plan**				
	5/AHRQ	Survey	**CAHPS Access to Care, Getting Care Quickly**				✓
Appropriate Use	52/HEDIS	Claims	**Use of Imaging Studies for Low Back Pain**	✓	✓	166v6	✓
	58/HEDIS	Claims	**Avoidance of Antibiotic Treatment in adults with acute bronchitis**	✓	✓		✓
	--/HEDIS	Claims	**Inpatient Hospital Utilization**	✓			
	1768/HEDIS	Claims	**All-Cause Readmissions**	✓			*Different measure:* All-Cause Hospital Readmission; measure steward: CMS; NQF #1789
	--/HEDIS	Claims	**Emergency Department Utilization**	✓			
Cost	--	Claims	**Total Cost Per Member Per Month**	✓			

Sources:
CMS eMeasure ID (2017 Program Requirements): https://www.cms.gov/Regulations-and-Guidance/Legislation/EHRIncentivePrograms/eCQM_Library.html
MIPS: https://qpp.cms.gov/measures/quality

**Included in MIPS as separate measures*

Attachment 6

Work Plan Template
Project ECHO® Model Expansion

General Instructions: Applicant should use the Work Plan Template to document the proposed method for the completion of the activities/deliverables for the entire contract period.

Applicant Name: Click here to enter text.

	Activities/Deliverable	**Person Responsible**	**Time Line (ex. Month 1)**
1.	**Project ECHO Hub Site Certification** The Project ECHO hub site will demonstrate a commitment to fidelity of the Project ECHO Model and satisfy stipulations for becoming an official ECHO Replication Partner: a. Execute Partnership Documents Statement of Collaboration for Replicating Partners and Intellectual Property Terms of Use Agreement b. Attend the Immersion Training at the ECHO Institute in New Mexico		
Method of Completion for Activity 1			
2.	**Marketing Plan** The Project ECHO hub site will develop a Marketing Plan to promote Project ECHO hub site services.		
Method of Completion for Activity 2			
3.	**Outreach Plan: Recruitment and Retention** The Project ECHO hub site will develop an Outreach Plan to recruit and retain spoke sites		
Method of Completion for Activity 3			
4.	**teleECHO Curricula Development**		

	The Project ECHO hub site will research the health care condition(s) of interest to the target audience that are to be addressed by the teleECHO curriculum.		
Method of Completion for Activity 4			
5.	**Spoke Site Readiness Survey** The Project ECHO hub site will develop a Spoke Site Readiness Survey to ascertain the current practice environment and readiness for participating in Project ECHO sessions.		
Method of Completion for Activity 5			
6.	**Spoke Site Certification** The Project ECHO hub site will disseminate the Practice Readiness Survey to participating spoke site practices. A spoke site must be certified before participating in teleECHO clinics.		
Method of Completion for Activity 6			
7.	**teleECHO Clinics** The Project ECHO hub site will deliver educational teleECHO clinics to participating spoke sites, utilizing approved curricula.		
Method of Completion for Activity 7			

Attachment 7

Letter of Interest

[Insert Date]

Organization Name
Address
City, State, Zip

Re: RFA #OQPS – 2018-01
Project ECHO® Model Expansion

Dear Ms. Hurry:

[Insert Organization Name] is interested in submitting an application for the Health Research, Inc./New York State Department of Health (HRI/NYSDOH) Request for Applications (RFA) for the Project ECHO® Model Expansion, not later than the application due date and time as outlined on the cover page of the RFA.

Sincerely,

_____ _____
Signature Date

_____
Title

_____
Official Contact (If different from above)

_____
Address

_____
City, State, Zip Code

_____
Telephone Number

_____
Fax Number

_____
Contact Email Address

Attachment 8

Budget Instructions

Applicants should develop a budget that includes detailed information as described below. The budget submitted should include two sections: Project Expenses and Budget Justification. Budget requests should be for a 16-month period only and should relate directly to the deliverables determined by NYSDOH and HRI.

Applicants proposing to establish a new Project ECHO hub site may apply for up to $215,000 in total for the 16-month period (October 1, 2018 through January 31, 2020). Applicants seeking to expand their existing Project ECHO hub sites may apply for up to $100,000 in total for the 16-month period (October 1, 2018 through January 31, 2020).

HRI will not accept time and materials based budgeting. Please include all materials, travel, supplies and all other costs within the all-inclusive rate. Itemized reimbursement will not be accepted.

Follow the directions below for developing and completing the budget form:

Budget Form Section One – Project Expenses

- Responsible staff name/title
- An all-inclusive rate and estimated number of hours should be provided for the completion of each deliverable
- Total cost for each deliverable

Budget Form Section Two – Budget Justification

A justification for each deliverable cost should be submitted in narrative form. Explain how each cost was calculated and justify the cost for each deliverable.

Deliverable-Based Project Expenses: Budget Period: October 1, 2018 to January 31, 2020				
Activity/Deliverable	**Staff Name/Title**	**# hours**	**Hourly Rate (all inclusive)**	**Total cost**
ECHO Hub Site Certification			$	$
Marketing Plan			$	$
Outreach plan: Recruitment and Retention			$	$
teleECHO Curriculum Development			$	$

Deliverable-Based Project Expenses: **Budget Period: October 1, 2018 to January 31, 2020**				
Activity/Deliverable	**Staff Name/Title**	**# hours**	**Hourly Rate (all inclusive)**	**Total cost**
Evaluation Plan			$	$
Spoke Site Readiness Survey			$	$
			Total:	$

Unit-Based Project Expenses: **Budget Period One: October 1, 2018 to January 31, 2020**				
Deliverable	**Staff Name/Title**	**# of certifications/clinics**	**All-inclusive cost per unit**	**Total cost**
Spoke Site Certification			$	$
teleECHO Clinics			$	$
			Total:	$

Attachment 9

ECHO Institute IT FAQs

Project ECHO® (Extension for Community Healthcare Outcomes)

TeleECHO™ IT FAQs

Q: What IT equipment is required to set up a TeleECHO Hub site and Spokes?

A: The IT equipment required is standard videoconferencing equipment typically found in most universities, clinics, and businesses. We encourage you, whenever possible, to use existing equipment as long as it meets your quality and speed requirements. Be aware that videoconferencing equipment typically has a three-year life, and should be budgeted for replacement during year four. Budgetary pricing shown in table (below) are typical values, but prices will vary depending on your source. Please add reasonable installation labor and shipping costs to these budgetary estimates.

Here is an Overview of the Hub equipment elements needed:

- Good quality microphone
- Good quality web camera
- Good quality speaker(s)
- One Large 1080P display (video screen) or two large 1080P displays for monitoring the participants and the presentation simultaneously
- PC or other computer Device

Here is an Overview of the Spoke equipment elements needed:

- This can be as simple as an individual using a laptop, a hand-held mobile device, a small room set-up for 1-2 people or a videoconferencing room to allow the participation of groups

Different Hub and Spoke equipment options and estimated prices are below:

Project ECHO® (Extension for Community Healthcare Outcomes)

Q: What quality/speed of Internet connection is required to run TeleECHO clinics?

A: Poor Internet connectivity or speed will have a negative impact on the video quality of your clinics, which results in diminished interactivity among participants. Most academic medical centers have a reliable Internet connection. As a rule of thumb, you want a minimum of 802.11.n wireless.

Q: What software or videoconferencing system do you recommend?

A: Please use whatever videoconferencing system works best for your needs (typical ones are Polycom or Cisco/Tandberg, but there are others). At the ECHO Institute in NM, we are transitioning from Polycom to a cloud-based, system called Zoom (http://zoom.us). This system has a number of benefits, including the ability to run on lower-speed Internet connections between hub and spokes. Zoom makes it simple to join or replicate ECHO, as it works well on mobile devices such as iPhones, iPads and Androids, requires no appliances and has web-conferencing features like chat and sharing.

Project ECHO has a-worldwide, unlimited use license we can pass on to ECHO replicating sites. ECHO's Zoom.US application, with a 100 connection "room," is available for $0 per hub, per year, through June 30, 2016. (After June 2016, budgetary cost estimates are $600 per hub per year. The cost for spokes $0 per spoke per year as spokes do not host meetings. If you wish to host meetings from spokes, use the same pricing as the hubs.) Zoom supports either Polycom or Cisco/Tandberg to connect to a Zoom meeting using Zoom's Room Connector Plug-in. Project ECHO will provide Zoom at zero cost until 30 June 2016. Budgetary cost estimate for each Room Connector is $600/Room Connector/year for use after 30 June 2016.

Q: What is Zoom.US?

A: Zoom.US (http://zoom.us) is the cloud-based video conferencing application currently being utilized by Project ECHO. If you are an ECHO replicating site you can utilize ECHO's Zoom application, providing up to a 100 connections per room. Zoom can enable either Polycom or Cisco/Tandberg to connect to a Zoom meeting using the Room Connector plug-in.

Q: Do I have to use Zoom.US?

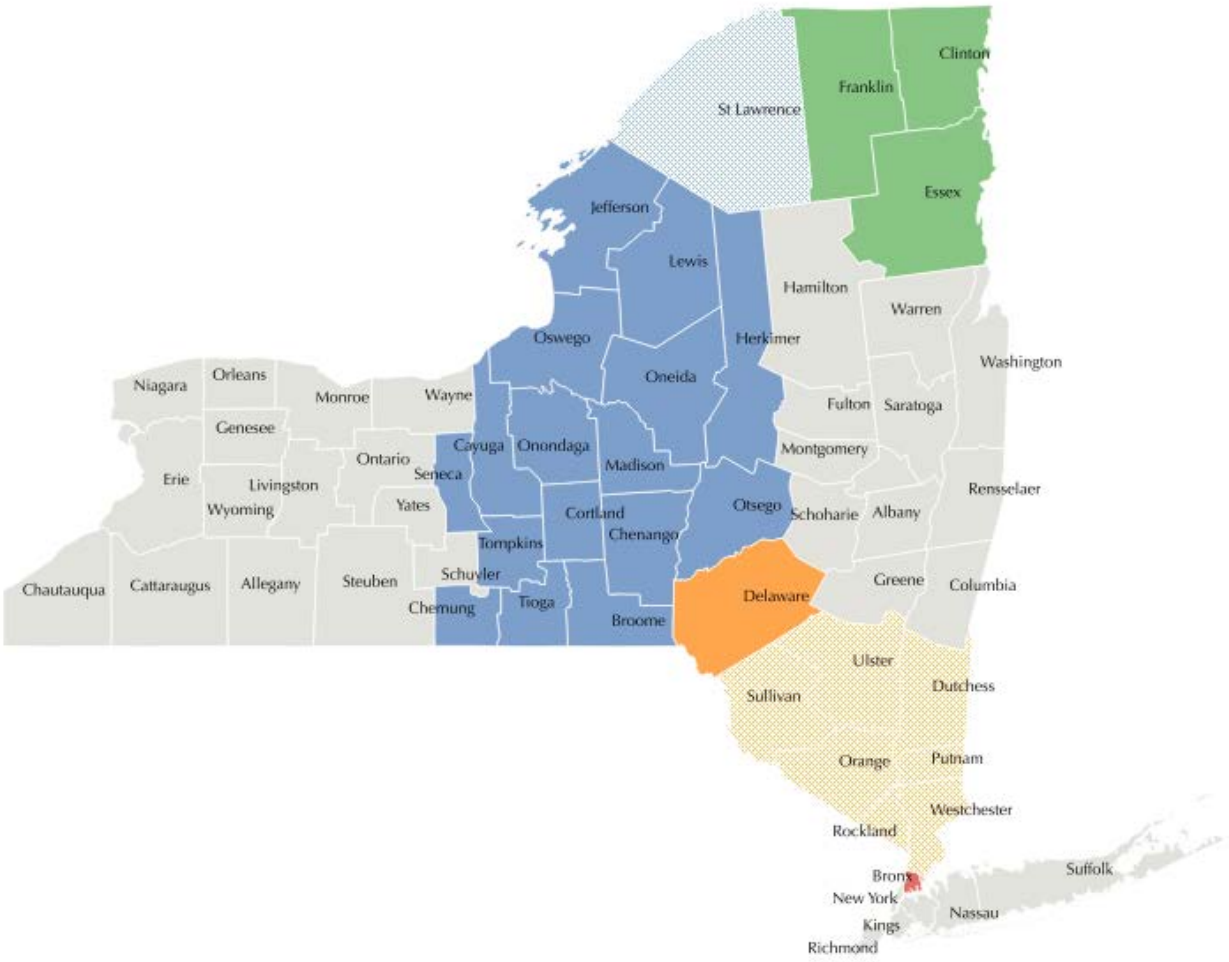
A: **No.** If you have a pre-existing Polycom or Cisco/Tandberg Video Conferencing Technology (VTC) systems, feel free to utilize these facilities for use as TeleECHO clinic Hubs or Spokes. Budgetary cost estimates for these VTC systems should be obtained through your own organization.

Q: What Internet infrastructure is required?

A: **Most academic medical centers have a reliable Internet connection.** Zoom is designed for flexibility, and can operate in rural and underserved areas of the world, where 3G or 4G might be the only connectivity available. Our testing demonstrated the capability by Zoom to function in these rural areas where 3G or 4G exist. If possible, check to see if your Spokes have 3G or 802.11.n wireless Ethernet connectivity. Hubs can operate with these same minimum connectivity specifications. A hardwired 802.3 Ethernet connection with a minimum of 1 Gbps is ideal.

Attachment 10

Project ECHO Mode Expansion Map
SIM funded Project ECHO Hub Site Locations and Focus Areas



Focus Area: • HIV and Hepatitis C **Geographic Areas Covered:** Clinton, Essex, Franklin, St. Lawrence	**Focus Area:** • Diabetes Prevention, Evaluation, Treatment and Management **Geographic Areas Covered:** Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Seneca, St. Lawrence, Tioga, Tompkins	**Focus Area:** • Psychiatric Medication Decision-Making for Primary Care **Geographic Areas Covered:** Delaware, Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	**Focus Areas:** • Alzheimer's and Dementia • Opioid Use and Pain Management • Cardiology and Coronary Heart Failure • Hepatitis C • Children's Mental Health • ADHD and Behavioral Health **Geographic Areas Covered:** Bronx, Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester