

RFA # CCH – 2023-04

HEALTH RESEARCH, INC.

New York State Department of Health
*Center for Community Health, Division of Chronic Disease
Prevention, Bureau of Cancer Prevention and Control*

Request for Applications

Community Outreach to Promote Colorectal Cancer Screening

KEY DATES

RFA Release Date:	September 13, 2023
Applicant Conference On:	October 4, 2023
<i>Deadline for Registration:</i>	<i>October 3, 2023, by 5:00 PM EST</i>
Questions Due:	October 17, 2023
Questions, Answers and Updates Posted on or about:	October 24, 2023
Applications Due:	November 14, 2023, at 4:00 PM EST
Contact Name & Address:	Wendy V. Gould, Assistant Director, Bureau of Cancer Prevention and Control, wendy.gould@health.ny.gov

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I. Introduction

A. Purpose/Intent

Health Research, Inc. (HRI) and the New York State Department of Health (Department), Bureau of Cancer Prevention and Control, seek applications from organizations to fund community programs to increase colorectal cancer screening, decrease colorectal cancer cases and deaths, and improve health equity in colorectal cancer screening.

Funded organizations will:

- conduct community outreach and deliver education about colorectal cancer risk, prevention, and screening options;
- connect persons to community services to address barriers to cancer screening, for example, transportation, language, cost, housing/food insecurity, etc.;
- refer persons to culturally competent health care services, and
- follow up with persons referred to screening to find out if screening was completed and continue to address barriers and help them obtain colorectal cancer screening if needed.

Priority populations for these activities are individuals who are 45-75 years old and are Black, Hispanic/Latino, LGBTQ+, and/or reside in rural communities, and who are not up to date with colorectal cancer screening. Any community member in need of colorectal cancer screening may be served by the program, but activities should focus on the priority population/s. Applicants will select only one New York State (NYS) county in which to offer program services but are not required to provide activities throughout the entire county. Applicants will identify specific areas and populations within the county. The focus of this program is on colorectal cancer screening but may expand to include breast and cervical cancer screening in subsequent years. Applicants are not expected to have experience or knowledge of cancer screening or prevention. The Department will provide awardees with training, technical assistance, and resources.

B. Background

The Department's Bureau of Cancer Prevention and Control (BCPC) provides funding and support to health and community organizations to reduce the burden of cancer for all New Yorkers, with a focus on those populations disproportionately burdened by cancer. The BCPC oversees programs across the cancer care continuum – from prevention to early detection, diagnosis, and treatment, through survivorship. For information about cancer in NYS and the Department's cancer programs, visit: [Cancer - New York State Department of Health \(ny.gov\)](https://www.cancer.gov/about-nci/our-office/bureau-of-cancer-prevention-and-control).

C. Statement of the Problem

Colorectal cancer is cancer that starts in the colon or rectum and is one of the most common cancers in NYS. It is the second leading cause of cancer death among adult New Yorkers. A person's risk of getting colorectal cancer increases as they get older. Colorectal cancer is most common among people ages 50 and older but is rising among people younger than 50 years old.¹ People of all races and ethnicities get colorectal cancer, but differences exist. For example, in NYS, Black people are nearly 20% more likely to die from colorectal cancer than non-Hispanic white people and are also

¹ <https://www.cancer.org/cancer/colon-rectal-cancer/causes-risks-prevention/risk-factors.html>

more likely to be diagnosed at a later stage, when treatment may be less effective.^{2,3} These differences can be attributed to a number of factors including lack of access to high quality health care, discrimination, and non-medical factors that influence health outcomes such as neighborhoods, access to healthy food and physical activities, and socioeconomic status.⁴

Colorectal cancer can be prevented. Screening tests can find abnormal growths so they can be removed before they become cancer. Tests can also find colorectal cancer early when treatment may be most effective. [The U.S. Preventive Services Task Force](#) recommends colorectal cancer screening for all adults ages 45-75 years old. There are many screening tests available, including at-home stool tests and colonoscopy. These different screening options make colorectal cancer screening easier to complete.

In NYS, nearly one in four adults are not getting colorectal cancer screening as recommended. Groups less likely to be screened include adults ages 50-54, people without insurance, those with lower education and income levels, and those without a regular health care provider.⁵ Other factors that affect the likelihood of getting screened include lack of awareness and knowledge about colorectal cancer screening, transportation, language, fear of pain and discovering cancer, and lack of symptoms. Studies show ethnic and racial minorities and LGBTQ+ persons face additional barriers to colorectal cancer screening resulting from systemic racism and discrimination, such as limited access to culturally competent health care, mistrust of physicians, and delayed or low participation in preventive health services.^{6,7,4}

Community-based organizations that are familiar and embedded in the communities they serve are well-positioned to address barriers to cancer screening and improve cancer screening rates among those least likely to get screened. Staff from these organizations who are trusted members of a community and/or have a close understanding of the community can bridge the gap between an individual and the healthcare system. They do this by listening to the community, building trust, providing education, addressing fears, linking persons to services such as transportation, language assistance, insurance, housing, or food, and referring persons to culturally competent health care providers. Such staff are often referred to as community health workers, peer educators, *promotores de salud*, and others.⁸

D. Available Funds and Anticipated Awards

HRI/the Department anticipates awarding twelve (12) contracts, renewed for four years and six months (4.5 years), with an expected term of January 1, 2024, to June 30, 2028. Each contract will be valued at \$50,000 for the first four, 12-months periods and \$25,000 for the fifth, six-month period, for a 4.5-year total of \$225,000 for each of the 12 awards. Awards will be made to the 12 highest scoring applicants. More than one applicant in a county can be awarded if they propose to serve the

² <https://www.health.ny.gov/statistics/cancer/registry/table2a.htm>

³ <https://www.health.ny.gov/statistics/cancer/registry/pdf/snapshot.pdf>

⁴ <https://acsjournals.onlinelibrary.wiley.com/doi/10.3322/caac.21718>

⁵ https://www.health.ny.gov/statistics/brfss/reports/docs/2022-05_brfss_colorectal_cancer.pdf

⁶ [Snapshot: LGBT Older Adults](#)

⁷ [2022 Messaging Guidebook for Black & African American People](#)

⁸ [Use of Community Health Workers and Patient Navigators to Improve Cancer Outcomes Among Patients Served by Federally Qualified Health Centers: A Systematic Literature Review - PMC \(nih.gov\)](#)

same population but in different areas (e.g., neighborhoods/ zip codes) in the county, or they propose to serve different populations in the same county.

II. Who May Apply

Eligibility

1. Minimum Eligibility Requirements

- a. Licensed, New York State, Non-Profit Organizations are eligible to apply. (They may include, but is not limited to, Faith Based Organizations, Neighborhood Block Associations, Professional Associations, Fraternities, and Sororities, Community Coalitions, Community Health Worker Networks, Community Health Centers, and other community-based organizations.)
- b. Organizations applying must have an operating budget of less than \$1 million.
- c. Only one application per agency will be accepted.

III. Project Information and Outcomes

A. Population Served

Programming will be designed for adults who are 45-75 years old and are Black, Hispanic/Latino, LGBTQ+, and/or reside in rural communities, and who are not up to date with colorectal cancer screening (also referred to as priority populations). Any community member in need of colorectal cancer screening may participate in the program, but activities should focus on priority population/s.

B. Outcomes

Under direction of the Department, awardees will participate in evaluation efforts to assess how well the program meets the following outcomes:

1. Short-term Outcomes

- a. Increased awareness of colorectal cancer and screening guidelines among priority populations (people who are 45-75 years old and who are Black, Hispanic/Latino, LGBTQ, and/or reside in rural communities)
- b. Increased referrals to colorectal cancer screening
- c. Increased referrals to community services to address social needs and barriers to cancer screening

2. Intermediate Outcomes

- a. Increased healthy behaviors (i.e., cancer risk reduction behaviors)
- b. Increased colorectal cancer screening and diagnostic services

3. Long-Term Outcomes

- a. Decreased colorectal cancer incidence (including late-stage incidence) and mortality

- b. Reduced colorectal cancer disparities

C. Awardee Activities and Work Plan

Awardees will implement the following activities annually. Please see Attachment 2 Annual Work Plan for expectations for objectives, activities, performance measures and timeframes. The Annual Work Plan will become part of the contract for applicants awarded contracts from this RFA.

1. Program Planning

Awardees will develop an outreach and education plan to provide community education and referral to colorectal cancer screening to reach adults who are 45-75 years old and who are Black, Hispanic/Latino, LGBTQ+, and/or live in a rural areas (referred to as “priority populations”). The plan will (1) identify the priority population(s) within service areas, including characteristics of priority populations and locations to provide services and (2) describe outreach strategies to reach priority populations and provide education about colorectal cancer screening. HRI/the Department will provide awardees with a plan template. Applicants will select one NYS county in which to offer outreach and educational services but are not required to provide these services throughout the entire county. Awardees will identify specific areas (e.g., neighborhoods, zip codes, town, etc.) within their selected county where they will implement activities with priority populations. Awardees may expand activities, as needed, to other areas within the county over the course of the 4.5-year contract period but are not required to do so. HRI/the Department may expand program services to cover breast and cervical cancer screening among the priority population(s) over the grant period.

2. Community Outreach, Education, and Referrals

Awardees will conduct outreach to reach identified priority population(s) in the chosen community. Outreach takes place in the chosen community to reach people where they live, work, or spend time. Outreach includes determining the best places to reach priority population(s), creating awareness of the services offered, and working with partners (e.g., local organizations, business, and health providers) to assist with education, referrals, and addressing barriers. Education will take place in community settings that are accessible, trusted, and welcoming to the population to be served. These locations may include the awardee organization, places of worship, local businesses, community centers, or civic organizations. Education should meet the diverse needs of the priority population (e.g., offered outside of regular business hours, be in partnership with organizations offering other health and community services, be delivered using appropriate language, literacy level, and cultural considerations, etc.). Education should be conducted by staff who are members of the selected priority population and who understand the community where services are offered. Such staff are often referred to as community health workers, peer educators, *promotores de salud*, and others.

The intent of the education sessions is to: 1) increase knowledge and awareness about cancer prevention, colorectal cancer, risk factors, and the need for colorectal cancer screening and 2) provide referrals to community and/or clinical services to support and obtain colorectal cancer screening.

Awardees will document participant attendance in education sessions and collect demographic information. Awardees will also have a process to collect and maintain confidential contact information to refer individuals for cancer screening and follow-up with them. Follow-up includes

addressing barriers to screening such as transportation, assisting with scheduling appointments, obtaining insurance/free cancer screening, and determining and documenting if screening occurred within six months of the initial education. The work plan requires 200 people educated in group or one-to-one sessions annually and a minimum of 20% of individuals who participate in education to be referred to colorectal cancer screening (Attachment 2 Annual Work Plan).

3. Partnerships

Awardees will establish partnerships with community-based organizations to address barriers to cancer screening and with health care providers in the community who can offer culturally competent colorectal cancer screening services. Partnerships will include the following:

- a. Primary care practices and providers who offer a welcoming and safe environment and are located within and easily accessed by participants in the service area,
- b. Community organizations that provide support services (e.g., social, financial, transportation, housing, insurance, language access, etc.) to address participant barriers to accessing healthcare, and
- c. The [New York State Cancer Services Program](#) to enroll uninsured, eligible participants for cancer screening.

4. Program Administration, Monitoring, and Evaluation

Awardees will implement all activities as outlined in Attachment 2 Annual Work Plan. Awardees will complete and submit routine progress reports, monthly vouchers, documentation of education and referral activities, and budget documents. Awardees will participate in all HRI/Department trainings, technical assistance, and meetings on topics that may include, but are not limited to cancer prevention, colorectal cancer, colorectal cancer screening guidelines and options, developing tailored communications to promote colorectal cancer screening, and performance evaluation. Awardees will be required to attend up to two, one-day trainings, from 9:00 AM – 4:00 PM in Albany, NY, annually.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by Health Research, Inc. (HRI) and the NYS Department of Health (Department), Bureau of Cancer Prevention and Control with funding provided by *HEALTH RESEARCH, INC.* HRI/the Department are responsible for the administrative requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase:

Email all questions about the RFA

Canserv@health.ny.gov

by the date and time on the cover of this RFA. Email questions should include the RFA section and page number to which it refers. The email subject line should say “RFA CCH–2023-04”.

All questions and requests for clarification or exceptions must be sent in writing by the question and answer due date on the cover of this RFA and cannot be sent after that date.

This RFA is posted on HRI's public website at:

<http://www.healthresearch.org/funding-opportunities>. Questions and answers, and any updates and/or modifications, will also be posted on HRI's website. All questions and answers and updates will be posted by the date identified on the cover sheet of this RFA.

C. Applicant Conference

An Applicant Conference WILL be held for this project. *This conference will be held by Zoom on the date and time posted on the cover sheet of this RFA. HRI requests that potential applicants register for this conference by October 3, 2023, <https://us06web.zoom.us/meeting/register/tZEgd-CorDkpHN1AIBDx4jITeHrjfH7ONHDZ> to be sure that there is room for all who are interested to attend. Attendance at the application conference is not required; agencies may submit an application to this RFA without attending the Applicant Conference. Deadline for applicant conference reservations is posted on the cover page of this RFA*

D. How to file an application

Online applications must be completed and submitted to HRI/the Department using the following survey link no later than the date and time posted on the cover sheet of this RFA. Late applications will not be accepted. *

Applications WILL NOT be accepted in any other format.

Survey link: [Community Outreach to Promote Colorectal Cancer Screening - NYS DOH Bureau of Cancer Prevention and Control \(smapply.io\)](#)

A preview of the survey questions are included in Attachment 1.

*It is the applicant's responsibility to see that applications are completed in full prior to the date and time specified above. Late applications due to documentable delay by the online system may be considered at HRI's discretion.

E. 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 begin *January 1, 2024, and end December 31, 2028*. Contracts will be renewed for a total of five contract periods, as follows: (1) January 1, 2024 – December 31, 2024; (2) January 1, 2025 – December 31, 2025, (3) January 1, 2026 – December 31, 2026, (4) January 1, 2027 – December 31, 2027, and (5) January 1, 2028 – June 30, 2028. Renewals are dependent upon satisfactory performance and continued funding. HRI reserves the right to revise the award amount if needed due to changes in the availability of funding.

F. Payment & Reporting Requirements of Awardees

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

BCPCCM@health.ny.gov

2. The contractor shall submit the following periodic reports:
 - a. Quarterly Activity Reports.
 - b. End of Year Reports as required.
 - c. Other reports as required by the Department.

All vouchering requirements will be detailed in Exhibit C of the final contract.

See Attachment 4 for application provisions and specifications, and general terms and conditions of the HRI contract upon award.

V. Completing the Application

The intent of this funding is to support organizations to engage selected priority populations in cancer prevention activities. The program activities are:

- conduct community outreach and deliver education about colorectal cancer risk, prevention, and screening options,
- connect persons to community services to address barriers to cancer screening, for example, transportation, language, cost, housing/food insecurity, etc.,
- refer persons to culturally competent health care services, and
- follow up with persons referred to screening to find out if screening was completed and continue to address barriers and help them obtain colorectal cancer screening if needed.

Priority populations for these activities are adults who are 45-75 years old and are Black, Hispanic/Latino, LGBTQ+, and/or reside in rural communities, but may include others in need of screening.

Please keep the intent of this funding in mind when completing the application.

A. Application Content and Format:

There are two parts to the application:

1. An online survey. The survey has five (5) sections, each with questions you will answer within the fields in the survey. The link to the survey is here: [Community Outreach to Promote Colorectal Cancer Screening - NYS DOH Bureau of Cancer Prevention and Control \(smapply.io\)](#), and, is posted on the HRI website along with this RFA, here: <http://www.healthresearch.org/funding-opportunities>. A list of all the survey questions and their point values is provided in Attachment 1. Clear, detailed answers that address all items requested will receive higher scores. The survey fields have a character limit for responses which are listed in the survey, be sure to plan responses to meet those character limits.

2. Your proposed year one budget. You will create the budget using the provided Budget Template

which is an Excel file found in the survey. To complete the Budget Template, follow the directions provided in Attachment 3 Instructions for Completing the Budget Template. A budget that follows the guidance will receive higher scores. Points will be awarded for budgets that: follow the instructions in Attachment 3; include required costs (e.g., travel); have accurate calculations; match the proposed staffing plan; and ensure that proposed costs are clearly justified to support work plan activities.

B. Review Process

Applications meeting the guidelines above will be reviewed and evaluated competitively by HRI/the Department, Division of Chronic Disease Prevention.

A numerical scoring system will be used to evaluate the survey questions and the budget. The value assigned to each survey section and question is an indication of the relative weight that will be given when scoring your application.

Section	Section Title	Maximum Points
1	Cover Page/Applicant Agency Information	Not Scored
2	Minimum Eligibility Requirements	Pass/Fail*
3	Information about your Community	4
4	Information about your Organization	32
5	Information about Doing Program Activities	16
6	Budget	14
	Total	66

*If you do not provide the needed information and attestation to confirm your agency meets the minimum eligibility requirements, your application will ‘fail’ and will not be reviewed, scored, and considered for an award.

The survey questions and budget will be scored by reviewers using the point system above and listed in Attachment 1 Application Cover Page and Survey Questions.

Applications that do not provide responses to all survey questions or provide the budget attachment as instructed, may be removed from consideration or points may be deducted.

The 12 highest scoring applications will receive funding, anticipated to be valued at \$50,000 annually for each of the first four contract periods, and \$25,000 for the final, six-month contract period (year 5), for a total of \$225,000 for each awardee over the 4.5 contract years. If there fewer than 12 successful awardees, HRI/the Department reserves the right to either disperse remaining funds evenly across the successful awardees or issue a new RFA.

In the event of a tie score, the applicant with the highest combined score from Section 4 Information About Your Organization and Section 5 Information About Doing Program Activities will receive the award.

Applicants will fall into one of three categories: 1) not approved, 2) not funded due to limited resources, and 3) approved and funded. Not funded applications may be awarded should additional funds become available.

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

VI. Attachments

Attachment 1: Application Cover Page and Survey Questions

Attachment 2: Annual Work Plan

Attachment 3: Instructions for Completing the Budget Template

Attachment 4: HRI Application Provisions and Contract General Terms and Conditions

Section 3: Information about Your Community

4 points

- i. Identify the priority population(s) you will work with (Black, Hispanic/Latino, LGBTQ+ and/or rural residents). **(0 points)**
- ii. Identify the county and describe the specific area where you propose to implement the program in year one, including where the community is (e.g., neighborhood, zip codes, etc.). **(0 points)**
- iii. Clearly describe why the program is needed and include barriers to accessing health and community services (such as language, transportation, availability of quality health care, food desert, etc.) for the priority population identified in the area to be served. **(4 points)**

Section 4: Information about Your Organization

32 points

- i. Describe how this funding complements or builds on your organization's work. Include a brief overview of your organization, including history, mission, major programs, and populations served. Include any experience conducting community outreach or education. **(8 points)**
- ii. Describe any programs or services you offer to the priority population(s) you selected and number of years offering these services; describe how the program/services are successful reaching the priority population(s) (give one or two examples). **(8 points)**
- iii. Describe your agency's experience working with organizations (such as community-based organizations, faith and spiritual groups, and local businesses) and health care providers to meet the needs of your selected priority population(s). **(8 points)**
- iv. Is your organization's leadership, management, and/or staff members of and/or have a close understanding of the selected priority population? Describe which staff roles are members of and/or have a close understanding of the selected priority population. **(8 points)**

Section 5. Information about Doing Program Activities

16 points

- i. Describe how you will ensure your organization will be able to conduct at least 200 group or 1:1 education sessions each year. Include specific details such as how often, where, and times when education will be offered. **(4 points)**
- ii. Describe the primary care practices and health care providers you plan to refer persons to for colorectal cancer screening. Include a strong justification as to why these practices were selected. For example, describe how practices have experience providing services to, are trusted by, offer a welcoming and safe environment to, and/or are easily accessible for selected priority population. Include a description of any experience you have working with the primary care practices and other health care providers you plan to refer to for colorectal cancer screening. **(4 points)**
- iii. Describe the community organizations you will partner with that provide support services (e.g., social, financial, transportation, housing, insurance, language access) to address barriers to health care. Include why they were chosen and your experience and length of time working together. **(4 points)**
- iv. Describe who will implement outreach and education activities (e.g., existing staff, new hire, volunteer, sub-contracted staff) and include if they are members of the selected priority population and/or the community to be served. How will they be supervised? **(4 points)**

Section 6. Budget

14 points

Complete the budget in the online application following the directions provided in Attachment 3 Instructions for Completing the Budget Template. Points will be awarded for budgets that: follow the instructions in Attachment 3; include required costs (e.g., travel); have accurate calculations; match the proposed staffing plan; and ensure that proposed costs are clearly justified to support work plan activities.

Attachment 2: Annual Work Plan

Contractors will be required to complete activities outlined in this work plan and report on progress made towards meeting the five (5) objectives annually.

Project Goal: to increase the number of people screened for colorectal cancer according to clinical guidelines (as described on the NYS Department of Health's website [here](#)). This will be accomplished through community outreach and education, linkage to community services to address barriers to health care, and referral to health care providers for colorectal cancer screening.

Populations of Focus: Programming will be prioritized for individuals who are 45-75 years old and who are Black, Hispanic/Latino, LGBTQ+, and/or reside in rural communities but may include others in need of screening.

Objective 1. Project Start-up (Year 1 only): By March 31, 2024, complete activities related to start-up of a community outreach program to promote cancer screening.		
ACTIVITIES PLANNED TO MEET OBJECTIVE	PROCESS MEASURE	ACTIVITY TIMEFRAME
a. Identify education staff (e.g., existing staff, new staff, volunteer staff, subcontracts) and staff responsible for grant deliverables (if different)	# of educator(s) and other staff in place OR Subcontract agreement(s) in place	January-March 2024
b. Participate in initial New York State Department of Health/Health Research Inc. (NYSDOH/HRI) kick-off meeting/training for project staff	# staff attending initial training	March 2024

Objective 2: Complete Education Plan		
ACTIVITIES PLANNED TO MEET OBJECTIVE	PROCESS MEASURE	ACTIVITY TIMEFRAME
a. Develop a written Education Plan that (1) identifies the population(s) of focus within service areas (including characteristics of priority population and locations to provide services) and (2) describes strategies to reach and provide education about colorectal cancer screening; NYSDOH/HRI will provide plan template	Education Plan developed <ul style="list-style-type: none"> • Population(s) identified • Location to provide services • Outreach and education strategies described 	Year 1: January-March 2024 Years 2, 3, 4, 5*: January
b. Submit written Education Plan for NYSDOH/HRI approval	Plan submitted	Year 1: March 2024 Years 2, 3, 4, 5*: February

*Year 5 is a six-month contract period from January-June 2028

Objective 3. Community Education: Deliver 200 ± peer education sessions to the population of focus about the importance of colorectal cancer screening.**

ACTIVITIES PLANNED TO MEET OBJECTIVE	PROCESS MEASURE	ACTIVITY TIMEFRAME
a. Conduct 1:1 and group education	# of education sessions	Annually
b. Collect participant demographic data (such as age, race/ethnicity, sexual orientation, gender identity, but not names)	Demographic data for # of education sessions documented	Annually

** Program may expand to include breast and/or cervical cancer screening in year 3 or 4.

± Number of sessions may be decreased in Year 5 consistent with the shorter contract period

Objective 4. Referrals: Provide referrals to colorectal cancer screening to a minimum of 20% of individuals who participate in group or 1:1 education.** Provide referrals to community services to address barriers to screening.

ACTIVITIES PLANNED TO MEET OBJECTIVE	PROCESS MEASURE	ACTIVITY TIMEFRAME
a. Establish active partnerships with: health care providers who offer colorectal cancer screening, organizations that provide support services to reduce barriers to screening, and the New York State Cancer Services Program (CSP) to facilitate cancer screening for uninsured individuals	Partnerships established and maintained with: <ul style="list-style-type: none"> • At least 1 health care provider • At least 3 organizations that provide support services to address barriers to screening • CSP in identified area 	Annually
b. Refer 20% of individuals participating in education to health care providers for colorectal cancer screening	# of referrals provided	Annually
c. Collect and document completed colorectal cancer screening resulting from referrals to health care providers	# of completed colorectal cancer screenings within six months	Annually

d. Refer participants to community services to address barrier to cancer screening	# of referrals provided	Annually
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** Program may expand to include breast and/or cervical cancer screening in year 3 or 4.

Objective 5. Program Administration, Monitoring, and Evaluation: Complete all activities required to administer, monitor, and evaluate a community outreach program		
ACTIVITIES PLANNED TO MEET OBJECTIVE	PROCESS MEASURE	ACTIVITY TIMEFRAME
a. Monitor and report on project progress and outcomes as directed by the NYSDOH/HRI	Monthly progress report submitted within 15 days following the end of the month being vouchered	Annually
b. Submit monthly vouchers to the identified NYSDOH/HRI contact, to be provided upon contract award	Vouchers submitted monthly within 30 days following the end of the month being vouchered	Annually
c. Maintain and submit group and 1:1 education documentation	Use NYSDOH tool with all required elements to submit reports	Annually
d. Maintain and submit health care and community services referral and follow up documentation	Use NYSDOH tool with all required elements to submit reports	Annually
e. Participate in required training, technical assistance, and routine project calls	Respond to all requests for training and project calls by the requested dates	Annually

Attachment 3: Instructions for Completing the Budget Template

Complete a budget using Attachment 3: Budget Template, following the instructions below. Once completed, save the Budget Template with the name, “RFA CCH– 2023-04 Budget (insert applicant organization name)” and submit it with the application survey responses according to instructions in the survey.

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

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

General Guidance for Completing the Expenditure Based Budget:

- The Budget Template contains formulas for calculations and auto population of text and totals from each workbook page into the **Summary Budget P.1**.
- Please provide one budget for the first 12-month contract period of 1/1/24 – 12/31/24.
- All budget lines must be accurately calculated, entering figures as **whole dollar amounts** and percentages to the 100th place.
- All requested funds should directly relate to the RFA and should include a detailed justification describing how the budget expense will support work plan implementation and project objectives, provided in the budget template where instructions indicate.

Summary Budget P.1

Applicants should not enter any data into the **Summary Budget P.1**. other than contractor name.

Personal Services P.2

Personnel, either hourly or salaried, directly supported on the project should be listed on this page. Subcontracts/consultants should be listed on the **Subcontracts/Consultants P.8** page. Applicants are not required to provide in-kind costs.

Below is a description of each column on **Personal Services P.2 – Salary Staff:**

Column 1 – Position Title/Staff Member: For each requested position provide the position title and the name of the staff member, if known. If the position is vacant or has not been filled yet, please list as, “to be hired” or “TBH”.

Column 2 – Annual Salary: For each position, indicate the total annual salary as paid by the agency, regardless of funding source.

Column 3 – Hours Worked: For each position, indicate the standard work week hours, regardless of funding source.

Column 4 - % Effort: For each position, provide the percentage of time to be spent on this project.

Column 5 - # of Months: Indicate either the total estimated number of if an existing employee will begin immediately, indicate 12 months

Below is a description of each column on **Personal Services P.2 – Hourly Staff:**

Column 1 – Position Title/Staff Member: For each requested position provide the position title and the name of the staff member, if known. If the position is vacant or has not been filled yet, please indicated to be hired (TBH).

Column 2 – Hourly Rate: For each position, indicate the hourly rate as paid by the agency, regardless of funding source.

Column 3 – Hours Worked: For each position, indicate the standard work week hours, regardless of funding source.

Columns 4, 5, and 6 request information specific to the proposed program/project.

Column 4 – Total Hours Worked Per Week on Contract: For each position, provide the total number of hours a week to be spent on the project.

Column 5 – # of Weeks Funded on Contract: Indicate the total estimated number of weeks the position will work on the proposed project, regardless of funding source; if an existing employee will begin immediately, indicate 52 weeks.

Fringe P.3

Enter either the federally approved rate or provide information on the fringe benefit rate used and the basis for the calculation. If the agency has a federally approved rate, a copy of that rate should be submitted.

If the agency doesn't have a federally approved rate, a copy of the most recent audited financials should be submitted with the budget. The total fringe benefit expense should be filled in on the **Fringe P.3**.

Position Descriptions P.4

For each position in the budget, explain why they are needed on the project and describe what project (work plan) activities they will do, how their work relates to the intent of this funding and work of the project.

Supplies P.5: Provide a justification for items budgeted and their relation to specific program objectives. Whenever possible, existing education material should be used, adapted for cultural appropriateness and/or localization. If this is not possible, prior approval from the contract manager is required before purchasing or developing new education materials. Items such as laptops or computers may be included in the Supplies budget line if those items fall under the applicant agency's equipment policy threshold; otherwise, they should be included in the Equipment budget line.

Travel P.6: Funds requested in the travel category should be for funded staff or in-kind staff only. All out-of-state travel reimbursement must be approved by NYSDOH/HRI prior to incurring any costs. Reimbursement for program participant travel expenses should be included in the **Miscellaneous P.8** category.

Staff mileage: Provide a narrative justification describing the staff mileage proposed.

Overnight (for training): **Budget for one to two appropriate staff to attend two, one-day trips to Albany, NY for training and technical assistance anticipated to begin at 9am and end at 4pm.**

Proposed Out-of-State Travel, including meetings, conferences and workshops should include a narrative justification describing where travel will be undertaken, number of trips planned, who will be making the trip, and approximate dates.

Travel estimates should be prepared following the written standard travel policy of the contractor or the [United States General Services Administration](#) rates if contractor does not have a travel reimbursement policy.

Equipment P.7: Provide justification for the use of each item and relate it to specific program objective in the space provided. Insert additional lines if more space is needed. For shared costs, contractor must have methodology on file to support the amount requested. Maintenance or rental fees for equipment should be shown in the **Miscellaneous P.8** category.

Note: HRI and federal regulations define equipment as tangible personal property (including information systems) charged directly to the contract having a useful life of more than one year AND a per unit acquisition cost of \$5,000 or more. If the agency's policy has a lower threshold, that policy should be followed, but it cannot exceed the federal threshold of \$5,000 per unit.

Miscellaneous P.8: This category contains items not included in the previous budget categories. Individually list each item requested and provide appropriate justification related to the program objectives in the space provided. Include additional tabs if more space is needed.

Space

In the space section, describe the method and calculation used to allocate space costs for each location supported by this contract. Each entry must include the property address.

Other

May include postage, printing, insurance, equipment rental or maintenance, stipends, media advertising, or client travel. Applicants should describe the criteria for, and method of client travel, reimbursement including the number and purpose of client trips, method of payment (i.e. gas card) and cost per trip for each type of client travel reimbursement.

Subcontracts/Consultants P.9

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

Administrative/Indirect Costs P.10

To claim indirect costs, the contractor may have a federally approved indirect cost rate agreement, or if they don't have a federally approved indirect cost rate, they may claim 10% Modified Total Direct Costs (MTDC). Those contractors with a federally approved rate must budget indirect using their approved rate base (MTDC, Personnel, etc.), however, the amount requested for indirect costs may not exceed the equivalent value of 10% MTDC based on the requested budget.

Attachment 4: HRI/The Department Reserved Rights and General Specifications and HRI Contract Terms and Conditions

HRI/Department Reserved Rights:

HRI AND THE DEPARTMENT OF HEALTH RESERVE THE RIGHT TO

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

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

General Specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to HRI or the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by HRI 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.

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.

- 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 but 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 cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) and individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) in return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years or both.
- i) Clean Air Act and the Federal Water Pollution Control Act Compliance - If this contract is in excess of \$150,000, Contractor agrees to comply and to require that all 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 statute 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, subgrantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

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

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or

regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant 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.