

RFA Number 0710300208

**New York State  
Department of Health  
Wadsworth Center  
Laboratory of Genetic and Newborn Screening Services**

**Request for Applications**

**New York State Genetic Screening and Counseling Program**

**Letter of Intent due: February 29, 2008**

**Questions Due: February 29, 2008**

**Applications Due: April 25, 2008**

**Contact Name and Address:**

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## **I. Introduction**

### **A. Description of Program**

Since its inception in 1978, the primary purpose of the New York State Genetic Services Program has been to support high quality comprehensive and noncategorical genetic counseling services in every health service area (HSA) of the state. (See Attachment 1 for a list of the counties in each HSA and a New York State map with the HSAs noted.)

### **B. Program Goal**

The program's goal is to ensure that individuals affected with, at-risk for transmitting, or concerned about a genetic disorder are able to make informed health decisions, and that all such individuals are provided access to comprehensive genetics services including screening, diagnosis, counseling and preventive services.

### **C. Program Objectives**

1. To ensure the availability of comprehensive genetic counseling services throughout New York State.
2. To ensure access to such services in areas that are identified as underserved or unserved by maintaining or expanding existing clinical genetics programs, improving referral systems or opening new satellite sites.
3. To ensure that clinical genetic services in each catchment area are comprehensive and include diagnostic, therapeutic, and preventive services.
4. To ensure the financial accessibility of genetic counseling services to all populations by eliminating financial barriers regardless of economic level.
5. To educate all third party payers on genetic services, and encourage payers to include genetics counseling services as part of their coverage.
6. To ensure that all appropriate practitioners, payers and the public are informed about genetic diseases, clinical genetic services, and related issues through a coordinated educational campaign.
7. To produce greater self-sufficiency of clinical genetics programs by educating program billers on how to maximize all third party reimbursement and, in the absence of coverage, to utilize a zero-based sliding fee schedule.
8. To ensure that local and statewide networks are linked to the appropriate federal and/or national programs.
9. To ensure the continued development and application of techniques in genetics screening, diagnosis and counseling.

### **D. Program Background**

New York State has long recognized the importance of genetic services to health care decisions. The establishment of the Birth Defects Institute in the Department of Health (PHL Article 27-C 273-1) in 1967 placed primary responsibility in the Institute for scientific investigations, professional education and support of genetic counseling services. As part of the

effort to meet these objectives, the activities of clinical genetic service providers throughout the state have been both supported and reviewed by the Department.

### **E. Problem/Issue resolution sought for**

New York State is committed to ensuring that clinical genetic services, including diagnosis and counseling, be made available throughout the state to all residents in need regardless of their geographic, economic or social circumstances. Continued outreach to those populations identified by available data as being underserved or unserved is vital to the success of this program. Continuing education of non-genetic medical professionals and the non-medical population about the benefits and the means of accessing genetic services must be provided.

Traditionally, payment for genetic counseling services by health insurers has not been sufficient to support genetics professionals. Recently, Medicaid rules have forbidden payment for genetic counseling if not performed in the presence of a physician. In addition, there is no traditional means to pay for educational outreach services. Licensing of genetic counselors might address this issue, if ever implemented, but payment for services is not expected to cover costs. NYS Genetic Service Program emphasis is placed on funded programs' efforts to receive third party payment for services. By focusing on increasing reimbursement levels genetic service providers are becoming more aware of the costs of their services. By maximizing reimbursement for services more resources are made available to outreach directed at those segments of the population remaining underserved.

The New York State Department of Health, Wadsworth Center, Laboratory of Genetic Services is soliciting applications from eligible organizations for funds to support comprehensive, noncategorical genetic disease services in HSAs or counties within New York State.

## **II. Who May Apply**

This program is limited to comprehensive, noncategorical genetic service programs affiliated with NYS Public Health Law not-for-profit Article 28 Hospitals or Diagnostic and Treatment Centers or other New York State not-for-profit organizations exempt from taxation pursuant to section 501(c)(3) of Title 26 of the United States Code. **The application must include a copy of the institution's Article 28 operating certificate or other proof of not-for-profit status.**

**All applicants must document the availability of the following medical professionals or services through copies of curriculum vitae, diplomas, licenses, and certifications. Absence of documentation will result in automatic failure of the application to qualify for funding.**

1. **Clinical Geneticist(s):** MD, DMD or DO licensed to practice in New York State with appropriate training and experience in comprehensive diagnostic management and counseling services. Such an individual must possess ABMG certification (or board eligibility) in clinical genetics or board certification (or board eligibility if less than five years after obtaining doctoral diploma) in a specialty involving primary patient care and

- two years specialized full time training (or equivalent) in clinical genetics. **Provide a copy of the NYS license, ABMG certification and evidence of specialized training.**
2. **Genetic Counselor(s):** Additional staffing must include one or more genetic counselors who are persons with at least a bachelor's degree education in the biological sciences, social work or nursing and additional training and experience in **clinical** genetics (preferably a master's degree with ABGC certification). **Provide copies of diplomas and certifications.**
  3. **Genetic Clinic:** A recognized clinical facility must be available in which patients and families are seen for genetic diagnosis and counseling. **Provide letterhead with the address(es) of the clinic(s), and list any satellite clinic(s) and addresses. Also provide all clinic schedule(s).**

### **III. Project Narrative/Work plan Outcomes**

#### **A. Expectations of Project**

It is expected that this RFA will result in awards to comprehensive, noncategorical genetic service units in each HSA of NYS covering all counties for both the prenatal and non-prenatal (clinical) genetic needs of the residents of each county.

Applicants identified as passing will receive a one-year award with the option of four annual renewals based on a funding formula that considers population and live births in their catchment area. Should the level of funding available to the program change during the five-year period, the award total may also change.

Applicants successfully applying for grants may receive awards less than requested. If the applicant(s) are presently receiving funding through this program, the awards will be based on the level of services as documented in the NYS Genetic Service Program Statistical Reports from 2004-2006. In no case will a program receive less than \$50,000 unless a smaller amount is requested. New applicants will receive \$50,000 awards, unless a smaller amount is requested. There will be multiple awards within HSAs if acceptable applications are received.

In the event that no application is received for a specific catchment area (HSA or county) or service (prenatal or clinical), applicants in or near that catchment area may be asked to develop a plan for service in that area with additional funding awarded appropriate for the area or service.

#### **B. Funding Formula**

The formula used to determine funding in the counties and HSAs (See Attachment 1) is as follows:

It is anticipated that there will be \$2,479,000 available for this program for the funding period January 1 – December 31, 2009. The minimum award will be \$50,000 unless less funding is requested. There is no maximum cap to the awards though applicants should not request more than their catchment area justifies as determined using Attachment 1. Funding above that determined by the catchment area population and birth calculations

may be justified for a not-for-profit organization not affiliated with an Article 28 health facility but being the sole primary provider of genetic services in the catchment area.

The maximum number of awards made will be 49 (there are currently 25 grants), with funding divided among applicants according to claimed catchment area and proportion of services provided in that area (as demonstrated by quarterly statistical reports for 2004-2006). Should the number of fundable applications exceed 49, this solicitation will be canceled, and the Department of Health will request that the NYS Office of the State Comptroller extend existing contracts for no more than a year. During that time a competitive RFA will be developed and distributed.

The funding strategy is based on the 2006 population as determined by the United States Census and number of live births in 2006 in each county as documented by NYS Vital Records. It is also based on the 2004-2006 quarterly statistical report data of patient encounters that each funded provider is required to submit. Clinical services are weighed three times that of prenatal genetic services to account for the greater complexity of the average clinical service.

Thus:

The 2006 New York State population was 19,306,183 (United States 2006 Census). The number of babies born in 2006, residing in New York State and screened by the New York State Newborn Screening Program was 252,014 (some infants born out of state are tested and some residence information is missing). (See Attachment 2)

For the years 2004-2006 there were an average of 21,669 patients seeking clinical services and 26,638 patients seeking prenatal services annually as documented by programs. (See Attachment 3)

It is anticipated that there will be \$2,479,000 available to the program for grants.

Weighted number of clinical patients

$$21,669 * 3 = 65,007$$

Weighted number of all patients

$$65,007 + 26,638 = 91,645$$

Percentage of services provided to each category

$$\text{Clinical services: } 65,007 / 91,645 = 70.93\%$$

$$\text{Prenatal services: } 26,638 / 91,645 = 29.07\%$$

Amount of available funding to be made available for each kind of service

$$\text{Clinical services: } \$2,479,000 * 70.93\% = \$1,758,355$$

$$\text{Prenatal services: } \$2,479,000 * 29.07\% = \$720,645$$

Amount of available funding to be made available per capita for clinical services

$\$1,758,355 / 19,306,183 = \$0.09108$   
Amount of available funding to be made available per live birth for prenatal services  
 $\$720,645 / 247,963 = \$2.902602$

## IV. Administrative Requirements

### A. Issuing Agency

This Request for Applications (RFA) is issued by the New York State Department of Health, Wadsworth Center, Laboratory of Genetic and Newborn Screening Services, New York State Genetic Service Program. The department is responsible for the requirements specified herein and for the evaluation of all applications.

### B. Question and Answer Phase

All substantive questions must be submitted in writing to:

Katharine B. Harris, MBA, NYS Genetic Services Program Administrator,  
Wadsworth Center, Room E-297, P.O. Box 509, Albany, NY 12201-0509, Fax: (518)  
473-1733, E-mail: [kbh02@health.state.ny.us](mailto:kbh02@health.state.ny.us)

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 or via telephone by calling Ms. Harris at (518) 474-7148. **Questions are of a technical nature if they are limited to how to prepare your application (e.g. formatting) rather than relating to the substance of the application.**

This RFA has been posted on the Department of Health's public website at: <http://www.nyhealth.gov/funding/>. Questions and answers, as well as any updates and/or modifications, will also be posted on the Department of Health's website. All such updates will be posted by the date identified on the cover sheet of this RFA.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions, please complete and submit a letter of interest (see attachment 2). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing update information.

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

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

All written questions will be responded to in writing and the questions and responses will be sent to all potential applicants as determined by a Letter of Intent received by February 29, 2008.

### **C. Applicant Conference**

An applicant conference will not be held for this project.

### **D. How to File an Application**

Applications must be **received** at the following address by 4:00 p.m. on April 25, 2008. Late applications will not be accepted.

Katharine B. Harris, MBA, NYS Genetic Services Program Administrator,  
Wadsworth Center, Room E-297, Empire State Plaza, P.O. Box 509, Albany, NY  
12201-0509.

Applicants should submit one original, signed application and one copy. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications will **not** be accepted via fax or e-mail. To use courier services other than the U.S. Postal Service, use the address above, just eliminate the P.O. Box.

### **E. The Department's Reserved Rights**

The Department of Health reserves the right to:

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
6. Eliminate mandatory requirements unmet by all applicants.
7. If the Department of Health is unsuccessful in negotiating a contract with the selected applicants within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State.
8. The Department of Health reserves the right to award grants based on geographic or regional considerations to serve the best interests of the state.

### **F. Term of Contract**

Any contract resulting from this RFA will be effective only upon approval by the New York State Office of the Comptroller. It is expected that contracts resulting from this RFA will be in effect from January 1, 2009 – December 31, 2009 with the option of four annual renewals, contingent upon maintenance of minimum standards, submission of acceptable quarterly narrative and statistical reports and availability of funds.

### **G. Payment and Reporting Requirements**

1. The State (NYS Department of Health) may, at its discretion, make an advance payment to not-for-profit grant contractors in an amount not to exceed 25%.
2. The grant contractor shall submit quarterly invoices (unless the contractor specifically requests monthly invoices) and required reports of expenditures to the State's designated payment office:

Katharine B. Harris, MBA, NYS Genetic Services Program Administrator, New York State Department of Health, Wadsworth Center, Room E-297, Empire State Plaza, P.O. Box 509, Albany, NY 12201-0509

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Work Plan.

3. The grant contractor shall submit the following reports:  
Quarterly narrative reports in the format specified in Attachment 4.  
Quarterly patient statistical summaries as specified in Attachment 5.

All payment and reporting requirements will be detailed in Appendix C of the final grant contract.

### **H. Vendor Responsibility Questionnaire**

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at (866) 370-4672 or (518) 408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants must also complete and submit the Vendor Responsibility Attestation (Attachment 10).

### **I. General Specifications**

1. By signing the “Application Form” each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to 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 on all conditions and terms contained in this RFA. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.B) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
  - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
  - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving written notice of the fact and date of such termination to the Applicant.
  - c. If, in the judgment of the Department of Health, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case, the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit be the State Comptroller.

## **J. Appendices**

The following will be incorporated as appendices into any contract(s) resulting from this Request for Application. See Attachment 6.

APPENDIX A – Standard Clauses for All New York State Contracts

APPENDIX A-1 – Agency Specific Clauses

APPENDIX B – Budget

APPENDIX C – Payment and Reporting Schedule.

APPENDIX D – Work plan

APPENDIX E – Unless the CONTRACTOR is a political sub-division of New York State, the

CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation board, of coverage for:

Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:

**WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR

**C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

**SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance and

Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:

**WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR

**DB-120.1** -- Certificate of Disability Benefits Insurance OR

**DB-155** -- Certificate of Disability Benefits Self-Insurance

**NOTE: Do not include the Workers' Compensation and Disability Benefits forms with your application. These documents will be requested as a part of the contracting process should your agency receive an award.**

APPENDIX H - Federal Health Insurance Portability and Accountability Act (HIPAA)

Business Associate Agreement

APPENDIX X – Modification Agreement

## **V. Completing the Application**

### **A. Application Content**

#### **Cover page**

Use the cover page in Attachment 7. Be sure to include all requested information and to have the original signatures of both the Principal Investigator and an official of the agency authorized to sign contracts.

#### **Budget**

Use the pages included in Attachment 8. The following comments will provide specific information required to process each application.

## Budget Page 1

Item 1: Complete the program title by inserting your institution's name.

Item 2: Indicate the address to which the contract amendment and reimbursement checks should be mailed.

Item 5: "Program Period" is five years: from January 1, 2009 to December 31, 2013.

Item 6: "Budget Period" is one year: from January 1, 2009 to December 31, 2009.

Item 8: Identify the institutional fiscal officer or grant administrator authorized to negotiate a contract. Include that individual's telephone number and fax number.

Item 9: Identify the person responsible for preparing reimbursement requests for submission to the State. Include that individual's telephone number and fax number.

## Budget Page 2: Summary Budget for This Period

Under "Total Amount Required" (column a) for Items 1 - 8 include **all** monies supporting the cognitive genetics program in your institution. **Do not include research or laboratory activities.** This information is a summary of Pages 3 - 5. This should reflect all third party reimbursement collected by your institution and may cross institutional and administrative lines of departments or other subdivisions. Column c should only include funds requested for this grant.

This section must make clear the total institutional commitment to genetics so that the percentage of the total represented by the request from New York State can be readily assessed. These figures should be a summary of the information contained in Item 10 "Sources of Funds - Applicant and Other" at the bottom of Page 2.

## Budget Page 2: Item 10 - Cost Sharing

On Page 2, Item 10 - "Source of Funds," delineate the funds to be provided by the applicant. If you elect to claim uncollected facility use or other administrative costs as part of your "Cost Sharing," that computation should be shown on Page 5, Item 6 and summarized at Items 6 and 10 on Page 2. Include the total amount collected from third party insurers as listed in Section 11, Page 2 – "Payment for Services Provided by the Project." The total dollar amount of this section must add up to the total amount in the column Applicant and Others at the top of the page.

## Budget Page 2: Item 11 - Payment for Services Provided by Project

It must be stressed that all funds provided by this grant are "last dollar funding" to allow providers to serve patients with little or no means to pay. Patients and families with the

means to pay for services are to be billed the full cost of services provided. Fees collected from patients and/or third party payers must be returned to the program for operations and must be summarized from detail provided on Page 2a.

#### Budget Page 2a: Details of Reimbursement Experience

On Page 2a indicate the number of patients, the cost of services to those patients, the amount billed for each of the following reimbursement sources and the amount collected for each of the calendar years 2004-2006 (or the most recent 36 month period for which information is available) for each of the following categories:

Title XIX - Medicaid

Private Insurance - specify

Health Maintenance Organizations

Self Pay

Grant Supported (identify the source of the grant and be sure to include the total of the award in Item 10, Page 2)

Others (specify)

"No Bill"

Do not include billing for laboratory services.

Transfer a summary of the "Funds Collected" information to the summary on Page 2, Item 11.

**If fees are billed and collected by the institution rather than by the genetics unit, the information still must be provided.**

#### Budget Page 2b: Fee Schedule and Zero-based Sliding Fee Schedule

Attach a copy of your fee schedule with definitions of services as Page 2b. The schedule must include a zero-based sliding fee schedule based on income to provide for those patients with inadequate or no medical insurance coverage. Include the criteria used to determine when no bill will be issued.

#### Budget Page 3: Items 1 and 2. Key Personnel

List all individuals who participate in your cognitive genetics program with applicable percent of time to be spent on this project. Indicate annual salary rate, number of months budgeted, percent of time on project, the total amount required, the amount provided from your institution or other sources, and the amount requested from NYS DOH for all staff.

**All funds used to pay M.D. or Ph.D. level staff must be provided by the applicant. No funds from this program can be used for these professionals or to cover**

**laboratory operations.** Sum salary costs at the bottom of the page and include the Fringe Benefit rate and costs.

Budget Page 4: Item 3. Office Supplies

List the major types of supplies to be purchased with contract funds. Use broad classifications, such as Office Supplies, Postage, Tabulation and Data Management, etc. Only items of a consumable and/or expendable nature should be included in this category. (Request Educational Materials on Item 5.)

**Computer and copier equipment and laboratory supplies are not allowed by this program.**

Budget Page 4: Item 4. Patient-care Related Travel

Itemize the major purposes of travel for which contract funds are requested. Indicate the number of trips anticipated, the cost per trip per person, the number of staff or patients expected to travel, the mode of transportation to be used, mileage allowances if privately owned vehicle(s) will be used, and per diem allowances and other incidental data supporting the proposed costs. Reimbursement for expenses for contractor's employees will be made in accordance with the State Comptroller's Rules and Regulations.

**Contract funds cannot be used for out-of-state travel for patients or staff or for travel to professional meetings.**

Budget Page 5: Item 5. Educational Materials

Describe the materials needed for appropriate educational activities, such as seminars and workshops for health professionals, paraprofessionals, at-risk consumers, and the general public on the causes, incidence, diagnosis, and implications of genetic disorders and instructions for the patient in obtaining follow-up and treatment services when a positive diagnosis is made. Furnish samples of all materials prepared in the last three-year period.

**Note:** If creation of new literature is contemplated, describe the new document in your narrative and demonstrate how literature already existing in New York and/or nationwide has been reviewed and will not be duplicated in this effort.

Budget Page 5: Item 6. Facility Usage

No indirect costs as usually defined are allowed in this program. However, a **maximum** of 10% of the direct program costs may be allocated to cover cost of facility maintenance, heat, lights, telephone service, etc.

Budget Page 5: Item 7. Subcontracts

Applicants from a formal fiscal or legal consortium should use this space to identify other members of the consortium, listing each participant's budget request in a one-line, total-

cost summary format. Each participant should also submit a separate detailed budget set (pages 1-6) plus executed assurances (pages 7-10) for each subcontract.

Budget Page 5: Item 8. Other

Identify any other costs that will be incurred for this program for which funding is being requested.

Budget Page 6: Budget Justification

Briefly justify all line items as to their contribution to the program.

Budget Page 7: Other Related Support from All Sources

List all related federal and non-federal support. This will reiterate, with specifics, the information from Item 10 on Page 2. Again, all grants or funds supporting clinical genetics activities should be identified.

Budget Page 8: Assurances and Certifications by Applicant (Attachment 9)

Two signatures are required: those of (1) the Project Director; and (2) an officer of the provider organization.

If the proposed comprehensive regional genetics services are to be provided by a group of subcontractors or a consortium of organizations, separate assurances from each participating entity are required.

Each participating agency must also submit its own separate application for funding within the consolidated proposal.

Itemize the major purposes of travel for which contract funds are requested. Indicate the number of trips anticipated, the cost per trip per person, the number of staff or patients expected to travel, the mode of transportation to be used, mileage allowances if privately owned vehicle(s) will be used, and per diem allowances and other incidental data supporting the proposed costs. Reimbursement for expenses for contractor's employees will be made in accordance with the State Comptroller's Rules and Regulations. Contract funds **cannot** be used for out-of-state travel of patients or staff or for travel to professional meetings.

### **Project Narrative**

1. Describe your catchment area (as determined by your institution and patient population) including population, pregnancy rates, live births, income and educational levels, race, ethnicity, language and other ethno-cultural and social considerations. Cite the annual number of prenatal and non-prenatal patients to the genetics service from counties in the covered catchment area. If the program has been submitting patient contract forms, data can

be requested for years 2003-2007 by calling Katharine Harris at (518) 474-7148, faxing the request to (518) 473-1733, or e-mailing Ms. Harris at [kbh02@health.state.ny.us](mailto:kbh02@health.state.ny.us). Clearly state the format of data requested and allow at least two weeks for a reply.

2. Provide letterhead with the address(es) of the clinic(s), and list any satellite clinic(s) and addresses. Also provide all clinic schedule(s). Discuss the system of record storage, retrieval, and confidentiality. Discuss the system of identification of patient insurance coverage, billing of patient and/or insurer, tracking of payment and appeal if payment is denied.
3. Document the availability of:

**Clinical Geneticist(s):** MD, DMD or DO licensed to practice in New York State with appropriate training and experience in comprehensive diagnostic management and counseling services. Such an individual must possess ABMG certification (or board eligibility) in clinical genetics or board certification (or board eligibility if less than five years after obtaining doctoral diploma) in a specialty involving primary patient care and two years' specialized full-time training (or equivalent) in clinical genetics. **Provide a copy of the NYS license, ABMG certification and evidence of specialized training.**

**Genetic Counselor(s):** Additional staffing must include one or more genetic counselors who are persons with at least a bachelor's degree education in the biological sciences, social work or nursing and additional training and experience in **clinical** genetics (preferably a master's degree with ABGC certification). **Provide copies of diplomas and certifications.**

**Genetic Clinic:** A recognized clinical facility must be available in which patients and families are seen for genetic diagnosis and counseling. **Provide letterhead with the address(es) of the clinic(s), and list any satellite clinic(s) and addresses. Also provide all clinic schedule(s).**

**Consultation Services of a Clinical Cytogeneticist:** PhD, MD or other relevant doctoral degree with appropriate training and experience in clinical cytogenetics and holding a New York State or New York City Director's Certificate of Qualification. (ABMG certified, eligible or equivalent.) **Provide copies of licenses, certifications and certificates of qualification.**

**Cytogenetics Laboratory: On-site** or referral arrangement with a laboratory holding a permit from the New York State Department of Health for Cytogenetics (Limited or General). **Provide copy of the NYS Permit.**

**Biochemical Genetics Laboratory: Recognizing** the wide range of biochemical tests which may be called for in clinical and prenatal diagnosis, several laboratories may be utilized. Laboratories must hold a New York State permit or provide services under research protocol. **Provide the name of the laboratory and the certified director.**

**Dysmorphology:** Association with the service of individuals with documented experience and skills in dysmorphology. **Document that arrangement and provide a copy of the dysmorphologist's NYS license, ABMG certification and evidence of specialized training.**

**Psychosocial support services,** including case management with appropriate documentation of provision of services or referral to other providers and help in accessing available funding streams for genetically affected children including Medicaid, Supplemental Security Income (SSI), Physically Handicapped Children's Program (PHCP) and Child Health Insurance Plan (CHIP).

**Developmental screening**, including referrals provided for comprehensive developmental evaluation for those genetically affected children who are determined to be developmentally delayed and appropriate referrals of children less than five years of age with or at risk of developmental delay to the Infant and Child Health Assessment Program.

4. Identify barriers to access of genetic services and discuss strategies used and to be used to overcome those barriers, both by your institution and by your clinical genetic service.
5. Describe your program's general approach to providing prenatal and clinical genetic services. Discuss the availability and roles of the medical professionals available in your clinic, including clinical geneticists, genetic counselors, social workers, nurses and others. Discuss your use of screening tools, videos, brochures, websites, etc. Discuss access to diagnostic tests and the informed consent process used. Discuss any case management or other means used to follow-up with patients and their families on a regular basis or as medical research provides new information about their conditions. Discuss your service's interaction with categorical specialty care services. Discuss strategies used by the medical professionals to update their knowledge of the science and medicine of genetics.
6. Describe your program's outreach and educational efforts in the last three years to improve the understanding of the value of genetic services to the medical and non-medical population. Include information on educational programs presented by your service and educational materials used.
7. In catchment areas where there are multiple genetics service providers, include a discussion of other genetic service units in the catchment area and how duplication of services is avoided.
8. Provide a description of your organizational structure and your unit's placement within that structure. Discuss your unit's relationship to the institutional unit doing billing and the ability of your unit to track reimbursement for genetic services. Discuss efforts by your program to enhance reimbursement for genetic services. Discuss special relationships with health maintenance organizations, preferred provider organizations or other insurance programs, which have been successful in providing coverage for genetic services.

Note: Awards will be based on the catchment area served, specifically counties, or, if appropriate, HSAs. Information submitted on NYS Genetic Service Program Patient Contact Forms by currently funded providers might be used to verify catchment areas.

### **Article 28 Operating Certificate**

Include a copy of the institution's certificate, or other documentation of 501(c)(3) status.

### **Curriculum Vitae and Supporting Documentation**

A two page biographical sketch for each professional participating in your program must be provided. This includes, but is not limited to, physicians, other doctoral level professionals, genetic counselors, social workers, nurses and health educators. **In order that it is clear that the applicant qualifies for funding under this RFA, be sure to include copies of state licenses, certifications, diplomas, documentation of specialized training, and laboratory certificates of qualification.**

## **Appendices**

Include appendices as desired to supplement discussion in the project narrative.

### **B. Application Format**

Organize your application in the following way:

- Cover page
- Budget pages
- Assurance and Certification Page
- Project Narrative (maximum of 10 pages)
- Article 28 Operating Certificate or evidence of 501 (c)(3) status
- Curriculum Vitae (2 page biosketches preferred); copies of licenses, certifications, and diplomas; evidence of specialized training for appropriate professionals.
- Appendices

### **C. Review and Award Process**

Applications meeting the guidelines set forth above will be reviewed and evaluated on a pass-fail basis by the NYSDOH, Wadsworth Center, Laboratory of Genetic Services, NYS Genetic Service Program.

The review process will use catchment area criteria to award grants. It is a goal of the program to fund at least one comprehensive genetic service unit in each HSA of the state. See Attachment 1. Population and the number of births in the described catchment area will be used as the basis of awards. This program strives to be as inclusive as possible so the addition of new grantees is desired. The minimum award will be \$50,000 unless less is requested in the application.

If additional funding becomes available for this initiative, additional monies will be awarded in the same manner as outlined in the award process described above.

Following the award of grants from this RFA, applicants may request a debriefing from the NYS DOH, Wadsworth Center, Laboratory of Genetic and Newborn Screening Services, New York State Genetic Services program no later than three months from the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application.

**Attachment 1: Health Service Areas  
Targeted Funding  
Clinical Services valued at \$0.09108 per capita  
Prenatal Services valued at \$2.85954/live birth**

Values may not total due to rounding and may be adjusted in the award process to account for the need of the overall state program

**HSA 1: Niagara Region**

<b>County</b>	<b>2006 Population</b>	<b>Value</b>	<b>2006 Live Births</b>	<b>Value</b>	<b>Total Value</b>
Allegany	50,267	\$4,578	496	\$1,441	\$6,019
Cattaragus	81,534	\$7,426	1,012	\$2,941	\$10,367
Chautauqua	135,357	\$12,328	1,440	\$4,185	\$16,513
Erie	921,390	\$83,918	9,968	\$28,970	\$112,888
Genesee	58,830	\$5,358	636	\$1,848	\$7,206
Niagara	216,130	\$19,683	2,205	\$6,408	\$26,091
Orleans	43,213	\$3,936	462	\$1,343	\$5,279
Wyoming	42,613	\$3,881	383	\$1,113	\$4,994
<b>Total</b>	<b>1,549,334</b>	<b>\$141,108</b>	<b>16,602</b>	<b>\$48,249</b>	<b>\$189,357</b>

**HSA 2: Finger Lakes Region**

<b>County</b>	<b>2006 Population</b>	<b>Value</b>	<b>2006 Live Births</b>	<b>Value</b>	<b>Total Value</b>
Chemung	88,641	\$8,073	989	\$2,874	\$10,947
Livingston	64,173	\$5,845	651	\$1,892	\$7,737
Monroe	730,807	\$66,560	8,888	\$25,831	\$92,391
Ontario	104,353	\$9,504	1,135	\$3,299	\$12,803
Schuyler	19,415	\$1,7683	164	\$477	\$2,245
Seneca	4,724	\$3,163	353	\$1,026	\$4,189
Steuben	98,236	\$8,947	1,095	\$3,182	\$12,129
Wayne	92,889	\$8,460	1,140	\$3,313	\$11,773
Yates	24,732	\$2,253	314	\$913	\$3,166
<b>Total</b>	<b>1,257,970</b>	<b>\$114,573</b>	<b>14,729</b>	<b>\$42,807</b>	<b>\$157,380</b>

**HSA 3: Central Region**

County	2006 Population	Value	2006 Live Births	Value	Total Value
Cayuga	81,243	\$7,399	860	\$2,499	\$9,898
Cortland	48,483	\$4,416	512	\$1,488	\$5,904
Herkimer	63,332	\$5,768	645	\$1,875	\$7,643
Jefferson	114,264	\$10,407	1,673	\$4,862	\$15,269
Lewis	26,685	\$2,430	328	\$953	\$3,383
Madison	70,197	\$6,393	751	\$2,183	\$8,576
Oneida	233,954	\$21,308	2,592	\$7,533	\$28,841
Onondaga	456,777	\$41,602	5,476	\$15,915	\$57,517
Oswego	123,077	\$11,209	1,375	\$3,996	\$15,205
St. Lawrence	111,284	\$10,135	1,270	\$3,691	\$13,826
Tompkins	100,407	\$9,145	845	\$2,456	\$11,601
<b>Total</b>	<b>1,429,703</b>	<b>\$130,212</b>	<b>16,327</b>	<b>\$47,451</b>	<b>\$177,663</b>

**HSA 4: Southern Tier**

County	2006 Population	Value	2006 Live Births	Value	Total Value
Broome	196,269	\$17,876	2,123	\$6,170	\$24,046
Chenango	51,787	\$4,717	538	\$1,564	\$6,281
Tioga	51,285	\$4,671	512	\$1,488	\$6,159
<b>Total</b>	<b>299,341</b>	<b>\$27,264</b>	<b>3,173</b>	<b>\$9,222</b>	<b>\$36,486</b>

**HSA 5: Capital Region**

County	2006 Population	Value	2006 Live Births	Value	Total Value
Albany	297,556	\$27,101	3,074	\$8,934	\$36,035
Clinton	82,166	\$7,483	757	\$2,200	\$9,683
Columbia	62,955	\$5,734	574	\$1,668	\$7,402
Delaware	46,977	\$4,279	470	\$1,366	\$5,645
Essex	38,649	\$3,520	330	\$959	\$4,479
Franklin	50,968	\$4,642	518	\$1,505	\$6,147
Fulton	55,435	\$5,049	571	\$1,659	\$6,708
Greene	49,822	\$4,538	448	\$1,302	\$5,840
Hamilton	5,162	\$470	31	\$90	\$560
Montgomery	49,112	\$4,473	622	\$1,808	\$6,281
Otsego	62,583	\$5,700	549	\$1,596	\$7,296
Rensselaer	155,292	\$14,144	1,688	\$4,906	\$19,050
Saratoga	215,473	\$19,625	2,386	\$6,934	\$26,559
Schenectady	150,440	\$13,702	1,848	\$5,371	\$19,073
Schoharie	32,196	\$2,932	294	\$854	\$3,786

<b>Warren</b>	<b>66,087</b>	<b>\$6,019</b>	<b>587</b>	<b>\$1,706</b>	<b>\$7,725</b>
<b>Washington</b>	<b>63,368</b>	<b>\$5,771</b>	<b>592</b>	<b>\$1,720</b>	<b>\$7,491</b>
<b>Total</b>	<b>1,484,241</b>	<b>\$135,182</b>	<b>15,339</b>	<b>\$44,578</b>	<b>\$179,760</b>

**HSA 6: Hudson Valley Region**

<b>County</b>	<b>2006</b>	<b>Population Value</b>	<b>2006 Live Births</b>	<b>Value</b>	<b>Total Value</b>
<b>Dutchess</b>	<b>295,146</b>	<b>\$26,881</b>	<b>3,000</b>	<b>\$8,719</b>	<b>\$35,600</b>
<b>Orange</b>	<b>376,392</b>	<b>\$34,281</b>	<b>5,371</b>	<b>\$15,610</b>	<b>\$49,891</b>
<b>Putnam</b>	<b>100,603</b>	<b>\$9,163</b>	<b>1,019</b>	<b>\$2,961</b>	<b>\$12,124</b>
<b>Rockland</b>	<b>294,965</b>	<b>\$26,865</b>	<b>4,479</b>	<b>\$13,017</b>	<b>\$39,882</b>
<b>Sullivan</b>	<b>76,588</b>	<b>\$6,975</b>	<b>956</b>	<b>\$2,778</b>	<b>\$9,753</b>
<b>Ulster</b>	<b>182,742</b>	<b>\$16,644</b>	<b>1,867</b>	<b>\$5,426</b>	<b>\$22,070</b>
<b>Westchester</b>	<b>949,355</b>	<b>\$86,465</b>	<b>11,515</b>	<b>\$33,466</b>	<b>\$119,931</b>
<b>Total</b>	<b>2,275,791</b>	<b>\$207,274</b>	<b>28,207</b>	<b>\$81,977</b>	<b>\$289,251</b>

**HSA 7: New York City**

<b>County</b>	<b>2006</b>	<b>Population Value</b>	<b>2006 Live Births</b>	<b>Value</b>	<b>Total Value</b>
<b>The Bronx</b>	<b>1,361,473</b>	<b>\$123,999</b>	<b>22,533</b>	<b>\$65,487</b>	<b>\$189,486</b>
<b>Kings (Brooklyn)</b>	<b>2,508,820</b>	<b>\$228,496</b>	<b>40,012</b>	<b>\$116,285</b>	<b>\$344,781</b>
<b>New York</b>	<b>1,611,581</b>	<b>\$146,778</b>	<b>20,813</b>	<b>\$60,488</b>	<b>\$207,266</b>
<b>Queens</b>	<b>2,255,175</b>	<b>\$205,395</b>	<b>30,239</b>	<b>\$87,882</b>	<b>\$293,277</b>
<b>Richmond (Staten Island)</b>	<b>477,377</b>	<b>\$43,478</b>	<b>5,837</b>	<b>\$16,964</b>	<b>\$60,442</b>
<b>Total</b>	<b>8,214,426</b>	<b>\$748,146</b>	<b>119,434</b>	<b>\$347,106</b>	<b>\$1,095,252</b>

**HSA 8: Long Island**

<b>County</b>	<b>2006</b>	<b>Population Value</b>	<b>2006 Live Births</b>	<b>Value</b>	<b>Total Value</b>
<b>Nassau</b>	<b>1,325,662</b>	<b>\$120,738</b>	<b>15,119</b>	<b>\$43,940</b>	<b>\$164,678</b>
<b>Suffolk</b>	<b>1,469,715</b>	<b>\$133,858</b>	<b>19,003</b>	<b>\$55,315</b>	<b>\$189,173</b>
<b>Total</b>	<b>2,795,377</b>	<b>\$254,596</b>	<b>34,152</b>	<b>\$99,255</b>	<b>\$353,851</b>

## Attachment 2: 2006 New York State Newborn Screening Report

Newborn Screening Program Annual Report Jan 1-Dec 31 2006 New York State Department of Health Wadsworth Center Biggs Laboratory Albany, NY										Specimens Received			NYS	Upstate	NYC							
										Initial Valid			246,140	123,815	122,325							
										Initial Invalid			5,874	2,433	3,441							
										Total Newborns			252,014	126,248	125,766							
										Repeat Specimens			21,107	11,251	9,856							
Total Specimens			273,121	137,499	135,622																	
Screening Results		Actionable/Screen Positive <sup>3</sup>						Molecular Results						Confirmed Cases								
		NYS		Upstate		NYC		NYS		Upstate		NYC		NYS	Upstate	NYC						
<b>Amino Acid Disorders</b>		Act.	Scr Pos	Act.	Scr Pos	Act.	Scr Pos	1Mut*	2Mut	1Mut	2Mut	1Mut	2Mut									
HCV-HMet		15	369	7	231	8	138							0	0	0						
MSUD		9	223	5	152	4	71							3	3	0						
PKU - HyperPhe		41	282	24	165	17	117							14	9	5						
TYR		13	131	6	71	7	60							2	0	2						
<b>Endocrine Disorders</b>																						
CAH		629	950	232	352	397	598							19	10	9						
CH		1,018	3,474	493	1,612	525	1,862															
Primary															182	92	90					
Secondary/Tertiary																				1	1	0
TBG																				50	37	13
Other																				6	4	2
<b>Fatty Acid Oxidation Disorders</b>																						
CUD		31	584	14	267	17	317							10	7	3						
CPT-I		22	89	14	62	8	27							0	0	0						
CAT-CPT-II		3	44	2	18	1	26							0	0	0						
2,4 Di		0	29	0	17	0	12							0	0	0						
LCHAD-TFP		1	1	0	1	1	0							2	1	1						
MADD-MCAD-MCKAT		34	241	18	149	16	92	5	3	3	3	2	0	8	6	2						
SCAD <sup>1</sup>		13	116	7	63	6	53							11	4	7						
VLCAD		7	5	2	1	5	4							2	1	1						
M/SCHAD		2	24	1	13	1	11							0	0	0						

\* Mutation    1 SCAD and IBCD are screened using identical markers.    3 Actionable - Specimens referred immediately for diagnosis/treatment  
 See SCAD for IBCD screen positive and confirmed data    Screen Positive - Specimens for which a repeat was requested  
 2 Krabbe testing began August 7th, 2006

Screening Results	Actionable/Screen Positive						Molecular Results						Confirmed Cases			
	NYS		Upstate		NYC		NYS		Upstate		NYC		NYS	Upstate	NYC	
	Act.	Scr Pos	Act.	Scr Pos	Act.	Scr Pos	1Mut	2Mut	1Mut	2Mut	1Mut	2Mut				
<b>Hemoglobin Disorders</b>																
Diseases: S/S	138		23		115								130	24	106	
S/C	82		14		68								76	11	65	
C/C	26		5		21								25	4	21	
Other	25		8		17								17	3	14	
Traits: A/S	5,924		1,818		4,106											
A/C	1,718		470		1,248											
A/Other	557		227		330											
Transfusion	2,821		1,360		1,461											
<b>Infectious Diseases</b>																
HIV-1	606		117		489								Confirmed by Diagnosis Developed by the AIDS Institute			
<b>Organic Acid Disorders</b>																
BKT-MHBD	0	19	0	10	0	19							0	0	0	
GA-I	18	33	12	30	6	3							5	4	1	
IBCD <sup>1</sup>	**	**	**	**	**	**							11	4	7	
IVA-2-MBCD	29	142	11	68	18	74							3	1	2	
HMG-3-MCC-3-MGA	119	189	58	84	61	105							31	15	16	
MA	0	2	0	0	0	2							0	0	0	
MCD-MUT-Cbl A,B-Cbl C,D-MMA-PA	70	305	25	146	45	159							10	4	6	
<b>Other Genetic Conditions</b>																
BIOT	4	6	1	1	3	5							2	0	2	
CF	1,565		781		784		699	23	437	18	262	5	36	26	10	
GALT	16		7		9		4	2	4	0	0	2	5	1	4	
Krabbe	7		4		3		6	0	4	0	2	0	0	0	0	
<b>Urea Cycle Disorders</b>																
ASA-CIT	6	93	2	60	4	33							5	3	2	
ARG	2	102	1	69	1	33							0	0	0	
HHH	4	114	4	68	0	46							0	0	0	
<b>TOTALS</b>	4,670	18,587	1,925	7,585	2,745	11,012	714	28	448	21	266	7	655	271	384	

**Attachment 3: NYS Genetic Services Program Statistical Summary  
2004-2006**

<b>Clinical Patients</b>				
<b>Counties</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>Total Patients</b>
<b>HSA 1</b>				
<b>02 Allegany</b>	<b>31</b>	<b>49</b>	<b>68</b>	<b>148</b>
<b>04 Cattaraugus</b>	<b>94</b>	<b>62</b>	<b>64</b>	<b>220</b>
<b>06 Chautauqua</b>	<b>75</b>	<b>81</b>	<b>88</b>	<b>244</b>
<b>14 Erie</b>	<b>888</b>	<b>832</b>	<b>1,027</b>	<b>2,747</b>
<b>18 Genesee</b>	<b>35</b>	<b>38</b>	<b>45</b>	<b>118</b>
<b>31 Niagara</b>	<b>146</b>	<b>153</b>	<b>177</b>	<b>476</b>
<b>36 Orleans</b>	<b>33</b>	<b>24</b>	<b>27</b>	<b>84</b>
<b>60 Wyoming</b>	<b>24</b>	<b>22</b>	<b>25</b>	<b>74</b>
<b>Total HSA1</b>	<b>1,326</b>	<b>1,261</b>	<b>1,524</b>	<b>4,111</b>
<b>HSA2</b>				
<b>07 Chemung</b>	<b>36</b>	<b>39</b>	<b>35</b>	<b>110</b>
<b>25 Livingston</b>	<b>44</b>	<b>59</b>	<b>51</b>	<b>154</b>
<b>27 Monroe</b>	<b>601</b>	<b>967</b>	<b>1268</b>	<b>2,836</b>
<b>34 Ontario</b>	<b>80</b>	<b>95</b>	<b>96</b>	<b>271</b>
<b>48 Schuyler</b>	<b>6</b>	<b>6</b>	<b>9</b>	<b>21</b>
<b>49 Seneca</b>	<b>18</b>	<b>21</b>	<b>25</b>	<b>64</b>
<b>50 Steuben</b>	<b>49</b>	<b>40</b>	<b>49</b>	<b>138</b>
<b>58 Wayne</b>	<b>59</b>	<b>74</b>	<b>75</b>	<b>208</b>
<b>61 Yates</b>	<b>9</b>	<b>18</b>	<b>16</b>	<b>43</b>
<b>Total HSA2</b>	<b>902</b>	<b>1,319</b>	<b>1,624</b>	<b>3,845</b>
<b>HSA3</b>				
<b>05 Cayuga</b>	<b>79</b>	<b>79</b>	<b>84</b>	<b>242</b>
<b>11 Cortland</b>	<b>27</b>	<b>30</b>	<b>37</b>	<b>94</b>
<b>21 Herkimer</b>	<b>49</b>	<b>66</b>	<b>94</b>	<b>209</b>
<b>22 Jefferson</b>	<b>65</b>	<b>79</b>	<b>99</b>	<b>243</b>
<b>24 Lewis</b>	<b>16</b>	<b>24</b>	<b>32</b>	<b>72</b>
<b>26 Madison</b>	<b>54</b>	<b>48</b>	<b>64</b>	<b>166</b>
<b>32 Oneida</b>	<b>177</b>	<b>177</b>	<b>182</b>	<b>536</b>
<b>33 Onondaga</b>	<b>356</b>	<b>399</b>	<b>492</b>	<b>1,247</b>
<b>37 Oswego</b>	<b>74</b>	<b>93</b>	<b>126</b>	<b>293</b>
<b>44 St. Lawrence</b>	<b>45</b>	<b>42</b>	<b>37</b>	<b>124</b>
<b>54 Tompkins</b>	<b>32</b>	<b>64</b>	<b>55</b>	<b>151</b>
<b>Total HSA3</b>	<b>974</b>	<b>1,101</b>	<b>1,302</b>	<b>3,377</b>
<b>HSA4</b>				
<b>03 Broome</b>	<b>162</b>	<b>193</b>	<b>256</b>	<b>611</b>
<b>08 Chenango</b>	<b>48</b>	<b>44</b>	<b>42</b>	<b>134</b>
<b>53 Tioga</b>	<b>29</b>	<b>25</b>	<b>70</b>	<b>124</b>
<b>Total HSA4</b>	<b>239</b>	<b>262</b>	<b>368</b>	<b>869</b>

<b>Clinical Patients</b>				
<b>HSA5</b>				
<b>01 Albany</b>	<b>288</b>	<b>223</b>	<b>181</b>	<b>692</b>
<b>09 Clinton</b>	<b>8</b>	<b>9</b>	<b>9</b>	<b>26</b>
<b>10 Columbia</b>	<b>17</b>	<b>26</b>	<b>32</b>	<b>75</b>
<b>12 Delaware</b>	<b>30</b>	<b>45</b>	<b>39</b>	<b>114</b>
<b>15 Essex</b>	<b>4</b>	<b>7</b>	<b>6</b>	<b>17</b>
<b>16 Franklin</b>	<b>5</b>	<b>10</b>	<b>11</b>	<b>26</b>
<b>17 Fulton</b>	<b>32</b>	<b>27</b>	<b>32</b>	<b>91</b>
<b>19 Greene</b>	<b>14</b>	<b>19</b>	<b>25</b>	<b>58</b>
<b>20 Hamilton</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>3</b>
<b>28 Montgomery</b>	<b>17</b>	<b>21</b>	<b>23</b>	<b>61</b>
<b>38 Otsego</b>	<b>31</b>	<b>22</b>	<b>23</b>	<b>76</b>
<b>41 Rensselaer</b>	<b>124</b>	<b>134</b>	<b>144</b>	<b>402</b>
<b>45 Saratoga</b>	<b>107</b>	<b>145</b>	<b>135</b>	<b>387</b>
<b>46 Schenectady</b>	<b>122</b>	<b>121</b>	<b>129</b>	<b>372</b>
<b>47 Schoharie</b>	<b>8</b>	<b>14</b>	<b>24</b>	<b>46</b>
<b>56 Warren</b>	<b>18</b>	<b>19</b>	<b>34</b>	<b>71</b>
<b>57 Washington</b>	<b>24</b>	<b>44</b>	<b>47</b>	<b>115</b>
<b>Total HSA5</b>	<b>849</b>	<b>886</b>	<b>897</b>	<b>2,632</b>
<b>HSA6</b>				
<b>13 Dutchess</b>	<b>513</b>	<b>691</b>	<b>813</b>	<b>2,017</b>
<b>35 Orange</b>	<b>519</b>	<b>697</b>	<b>673</b>	<b>1,889</b>
<b>39 Putnam</b>	<b>57</b>	<b>167</b>	<b>82</b>	<b>306</b>
<b>43 Rockland</b>	<b>573</b>	<b>382</b>	<b>630</b>	<b>1,585</b>
<b>52 Sullivan</b>	<b>36</b>	<b>57</b>	<b>26</b>	<b>119</b>
<b>55 Ulster</b>	<b>68</b>	<b>377</b>	<b>65</b>	<b>510</b>
<b>59 Westchester</b>	<b>1,298</b>	<b>1,454</b>	<b>1,945</b>	<b>4,697</b>
<b>Total HSA6</b>	<b>3,064</b>	<b>3,825</b>	<b>4,234</b>	<b>11,123</b>
<b>HSA7</b>				
<b>73 Manhattan</b>	<b>1,660</b>	<b>2,833</b>	<b>2,781</b>	<b>7,274</b>
<b>74 Bronx</b>	<b>2,389</b>	<b>2,838</b>	<b>3,162</b>	<b>8,389</b>
<b>75 Brooklyn</b>	<b>2,275</b>	<b>2,531</b>	<b>2,340</b>	<b>7,146</b>
<b>76 Queens</b>	<b>952</b>	<b>1,414</b>	<b>1,688</b>	<b>4,054</b>
<b>77 Staten Island</b>	<b>270</b>	<b>313</b>	<b>347</b>	<b>930</b>
<b>Total HSA7</b>	<b>7,546</b>	<b>9,929</b>	<b>10,318</b>	<b>27,793</b>
<b>HSA8</b>				
<b>29 Nassau</b>	<b>1,877</b>	<b>2,845</b>	<b>2,838</b>	<b>7,560</b>
<b>51 Suffolk</b>	<b>2,284</b>	<b>2,355</b>	<b>2,945</b>	<b>7,584</b>
<b>Total HSA8</b>	<b>4,161</b>	<b>5,200</b>	<b>5,783</b>	<b>15,144</b>
<b>TOTAL NYS</b>	<b>19,061</b>	<b>23,783</b>	<b>26,050</b>	<b>68,894</b>
			<b>Average</b>	<b>22,965</b>

<b>Prenatal Patients</b>				
<b>Counties</b>	<b>2004</b>	<b>2005</b>	<b>2006</b>	<b>Total patients</b>
<b>HSA 1</b>				
<b>02 Allegany</b>	<b>20</b>	<b>16</b>	<b>27</b>	<b>63</b>
<b>04 Cattaraugus</b>	<b>21</b>	<b>8</b>	<b>16</b>	<b>45</b>
<b>06 Chautauqua</b>	<b>17</b>	<b>20</b>	<b>6</b>	<b>43</b>
<b>14 Erie</b>	<b>99</b>	<b>97</b>	<b>108</b>	<b>304</b>
<b>18 Genesee</b>	<b>32</b>	<b>30</b>	<b>21</b>	<b>83</b>
<b>31 Niagara</b>	<b>12</b>	<b>8</b>	<b>8</b>	<b>28</b>
<b>36 Orleans</b>	<b>13</b>	<b>24</b>	<b>17</b>	<b>54</b>
<b>60 Wyoming</b>	<b>20</b>	<b>11</b>	<b>12</b>	<b>43</b>
<b>Total HSA1</b>	<b>234</b>	<b>214</b>	<b>215</b>	<b>663</b>
<b>HSA2</b>				
<b>07 Chemung</b>	<b>5</b>	<b>5</b>	<b>6</b>	<b>16</b>
<b>25 Livingston</b>	<b>51</b>	<b>69</b>	<b>74</b>	<b>194</b>
<b>27 Monroe</b>	<b>1,009</b>	<b>1,305</b>	<b>1,186</b>	<b>3,500</b>
<b>34 Ontario</b>	<b>109</b>	<b>137</b>	<b>134</b>	<b>380</b>
<b>48 Schuyler</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>3</b>
<b>49 Seneca</b>	<b>26</b>	<b>24</b>	<b>27</b>	<b>77</b>
<b>50 Steuben</b>	<b>26</b>	<b>32</b>	<b>24</b>	<b>82</b>
<b>58 Wayne</b>	<b>102</b>	<b>99</b>	<b>96</b>	<b>297</b>
<b>61 Yates</b>	<b>10</b>	<b>9</b>	<b>7</b>	<b>26</b>
<b>Total HSA2</b>	<b>1,339</b>	<b>1,682</b>	<b>1,554</b>	<b>4,575</b>
<b>HSA3</b>				
<b>05 Cayuga</b>	<b>41</b>	<b>36</b>	<b>44</b>	<b>121</b>
<b>11 Cortland</b>	<b>61</b>	<b>51</b>	<b>53</b>	<b>165</b>
<b>21 Herkimer</b>	<b>22</b>	<b>24</b>	<b>32</b>	<b>78</b>
<b>22 Jefferson</b>	<b>156</b>	<b>154</b>	<b>153</b>	<b>463</b>
<b>24 Lewis</b>	<b>18</b>	<b>26</b>	<b>14</b>	<b>58</b>
<b>26 Madison</b>	<b>51</b>	<b>46</b>	<b>88</b>	<b>185</b>
<b>32 Oneida</b>	<b>151</b>	<b>177</b>	<b>229</b>	<b>557</b>
<b>33 Onondaga</b>	<b>539</b>	<b>509</b>	<b>474</b>	<b>1,522</b>
<b>37 Oswego</b>	<b>65</b>	<b>57</b>	<b>96</b>	<b>218</b>
<b>44 St. Lawrence</b>	<b>54</b>	<b>51</b>	<b>73</b>	<b>178</b>
<b>54 Tompkins</b>	<b>23</b>	<b>32</b>	<b>40</b>	<b>95</b>
<b>Total HSA3</b>	<b>1,181</b>	<b>1,163</b>	<b>1,296</b>	<b>3,640</b>
<b>HSA4</b>				
<b>03 Broome</b>	<b>125</b>	<b>138</b>	<b>119</b>	<b>382</b>
<b>08 Chenango</b>	<b>22</b>	<b>18</b>	<b>30</b>	<b>70</b>
<b>53 Tioga</b>	<b>10</b>	<b>16</b>	<b>16</b>	<b>42</b>
<b>Total HSA4</b>	<b>157</b>	<b>172</b>	<b>165</b>	<b>494</b>

<b>Prenatal Patients</b>				
<b>HSA5</b>				
<b>01 Albany</b>	<b>24</b>	<b>8</b>	<b>27</b>	<b>59</b>
<b>09 Clinton</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>3</b>
<b>10 Columbia</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>11</b>
<b>12 Delaware</b>	<b>26</b>	<b>9</b>	<b>11</b>	<b>46</b>
<b>15 Essex</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>
<b>16 Franklin</b>	<b>6</b>	<b>4</b>	<b>4</b>	<b>14</b>
<b>17 Fulton</b>	<b>10</b>	<b>0</b>	<b>1</b>	<b>11</b>
<b>19 Greene</b>	<b>5</b>	<b>3</b>	<b>0</b>	<b>8</b>
<b>20 Hamilton</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>
<b>28 Montgomery</b>	<b>12</b>	<b>4</b>	<b>1</b>	<b>17</b>
<b>38 Otsego</b>	<b>24</b>	<b>5</b>	<b>5</b>	<b>34</b>
<b>41 Rensselaer</b>	<b>26</b>	<b>14</b>	<b>31</b>	<b>71</b>
<b>45 Saratoga</b>	<b>31</b>	<b>10</b>	<b>8</b>	<b>49</b>
<b>46 Schenectady</b>	<b>9</b>	<b>7</b>	<b>4</b>	<b>20</b>
<b>47 Schoharie</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>6</b>
<b>56 Warren</b>	<b>10</b>	<b>0</b>	<b>1</b>	<b>11</b>
<b>57 Washington</b>	<b>10</b>	<b>1</b>	<b>2</b>	<b>13</b>
<b>Total HSA5</b>	<b>214</b>	<b>66</b>	<b>95</b>	<b>375</b>
<b>HSA6</b>				
<b>13 Dutchess</b>	<b>190</b>	<b>109</b>	<b>113</b>	<b>412</b>
<b>35 Orange</b>	<b>124</b>	<b>163</b>	<b>130</b>	<b>417</b>
<b>39 Putnam</b>	<b>30</b>	<b>17</b>	<b>21</b>	<b>68</b>
<b>43 Rockland</b>	<b>376</b>	<b>254</b>	<b>185</b>	<b>815</b>
<b>52 Sullivan</b>	<b>26</b>	<b>13</b>	<b>21</b>	<b>60</b>
<b>55 Ulster</b>	<b>122</b>	<b>10</b>	<b>3</b>	<b>135</b>
<b>59 Westchester</b>	<b>790</b>	<b>987</b>	<b>707</b>	<b>2,484</b>
<b>Total HSA6</b>	<b>1,658</b>	<b>1,553</b>	<b>1,180</b>	<b>4,391</b>
<b>HSA7</b>				
<b>73 Manhattan</b>	<b>5,530</b>	<b>7,608</b>	<b>7,250</b>	<b>20,388</b>
<b>74 Bronx</b>	<b>2,921</b>	<b>3,318</b>	<b>2,859</b>	<b>9,098</b>
<b>75 Brooklyn</b>	<b>2,702</b>	<b>3,324</b>	<b>3,333</b>	<b>9,359</b>
<b>76 Queens</b>	<b>2,733</b>	<b>3,785</b>	<b>4,201</b>	<b>10,719</b>
<b>77 Staten Island</b>	<b>459</b>	<b>647</b>	<b>595</b>	<b>1,701</b>
<b>Total HSA7</b>	<b>14,345</b>	<b>18,682</b>	<b>18,238</b>	<b>51,265</b>
<b>HSA8</b>				
<b>29 Nassau</b>	<b>2,290</b>	<b>2,158</b>	<b>2,956</b>	<b>7,404</b>
<b>51 Suffolk</b>	<b>1,761</b>	<b>1,996</b>	<b>2,135</b>	<b>5,892</b>
<b>Total HSA8</b>	<b>4,051</b>	<b>4,154</b>	<b>5,091</b>	<b>13,296</b>
<b>TOTAL</b>	<b>23,179</b>	<b>27,686</b>	<b>27,834</b>	<b>78,699</b>
			<b>Average</b>	<b>26,233</b>

**Attachment 4: Quarterly Narrative Report Format**

**NEW YORK STATE GENETIC SERVICES PROGRAM  
QUARTERLY NARRATIVE REPORT**

**Program/Institution** \_\_\_\_\_

**Quarter ending (month/year)** \_\_\_\_\_

**New York State Genetic Services Program  
Quarterly Narrative Report Format**

*Include only updated information and statistics.  
If the response is unchanged from the previous month, state that only.*

I. To ensure the availability of comprehensive genetic services throughout New York State.

- A. Specific statement of the problem in your area
- B. Steps taken to address problem
- C. Successes achieved, problems encountered
- D. Future steps that are planned

II. To ensure access to such services in areas that are identified to be underserved or unserved by expanding existing genetic programs, improving referral systems or opening new satellite sites.

IIa. To utilize all available sources, including the Chromosome and the Malformation Registries, to identify cases in which genetic services may be appropriate but referrals not forthcoming.

- A. Specific statement of the problem in your area
- B. Steps taken to address problem
- C. Successes achieved, problems encountered
- D. Future steps that are planned

III. To ensure that genetic services in each catchment area are comprehensive and include diagnostic, therapeutic, and preventive services.

- A. Specific statement of the problem in your area
- B. Steps taken to address problem
- C. Successes achieved, problems encountered
- D. Future steps that are planned

IV. To ensure the financial accessibility of genetic services to all populations by eliminating financial barriers regardless of economic level.

- A. Specific statement of the problem in your area
- B. Steps taken to address problem
- C. Successes achieved, problems encountered
- D. Future steps that are planned

V. To educate all third party payers on genetic services, and encourage payers to include genetic services as part of their coverage. To produce greater self-sufficiency of genetic programs by educating program billers on how to maximize

all third party reimbursement and, in the absence of coverage, to utilize a zero-based sliding fee schedule.

- A. Specific statement of the problem in your area
- B. Steps taken to address problem
- C. Successes achieved, problems encountered
- D. Future steps that are planned

VI. To ensure that all appropriate practitioners, payers and the public are informed about genetic diseases, genetic services, and related issues through a coordinated educational campaign.

VIa. To start and/or continue a Regional Advisory Group consisting of local consumers, interested lay individuals, and genetic service personnel and other professionals from funded and non-funded providers as identified by your program or other sources.

- A. Specific statement of the problem in your area
- B. Steps taken to address problem
- C. Successes achieved, problems encountered
- D. Future steps that are planned

VII. To ensure that local and statewide networks are linked to the appropriate federal and/or national programs.

- A. Specific statement of the problem in your area
- B. Steps taken to address problem
- C. Successes achieved, problems encountered
- D. Future steps that are planned

VIII. To ensure the continued development and application of techniques in genetics screening, diagnosis and counseling.

- A. Specific statement of the problem in your area
- B. Steps taken to address problem
- C. Successes achieved, problems encountered
- D. Future steps that are planned

### Attachment 5: Quarterly Statistical Report

<b>Program/Institution Name:</b>		
<b>Quarter ending (month/year):</b>		
	<b>Total # of Prenatal Patients</b>	<b>Total # of Clinical Patients (not Prenatal)</b>
The total in this row must match the totals for county, age and insurance		
	<b>Total # of Prenatal Visits</b>	<b>Total # of Clinical Visits (not Prenatal)</b>
	<b>Prenatal Patients</b>	<b>Clinical Patients</b>
<b>County of Residence</b>		
Albany		
Allegany		
Broome		
Cattaraugus		
Cayuga		
Chautauqua		
Chemung		
Chenango		
Clinton		
Columbia		
Cortland		
Delaware		
Dutchess		
Erie		
Essex		
Franklin		
Fulton		
Genesee		
Greene		
Hamilton		
Herkimer		
Jefferson		
Lewis		
Livingston		
Madison		
Monroe		
Montgomery		
Nassau		
Niagara		
Oneida		
Onondaga		
Ontario		
Orange		
Orleans		
Oswego		
Otsego		
Putnam		
Rensselaer		

Rockland		
Saratoga		
Schenectady		
Schoharie		
Schuyler		
Seneca		
St. Lawrence		
Steuben		
Suffolk		
Sullivan		
Tioga		
Tompkins		
Ulster		
Warren		
Washington		
Wayne		
Westchester		
Wyoming		
Yates		
Bronx		
Brooklyn		
Manhattan		
Queens		
Staten Island		
Out of State		
Unknown		
<b>Total for County</b>		
<b>Age of Patients</b>		
< 1 year of age		
1- 10 years		
11-20 years		
21-30 years		
31-40 years		
> 40 years		
Unknown		
<b>Total for Age</b>		
<b>Insurance Coverage</b>		
Private Insurance (fee for service)		
Private HMO		
Medicaid (fee for service)		
Medicaid HMO		
Medicare		
No Insurance/Self Pay		
Unknown		
<b>Total for Insurance</b>		

## **Attachment 6: Standard Grant Contract with Appendices**

**GRANT CONTRACT**

STATE AGENCY (Name and Address): Department of Health Wadsworth Center, P.O. Box 509 Albany, NY 12201-0509	NYS COMPTROLLER'S NUMBER:  ORIGINATING AGENCY CODE: 12000
CONTRACTOR (Name and Address):	TYPE OF PROGRAM(S): Provide accessible and affordable noncategorical and comprehensive genetic services to NYS residents
CHARITIES REGISTRATION NUMBER:	INITIAL CONTRACT PERIOD FROM: January 1, 2009 TO: December 31, 2009
FEDERAL TAX IDENTIFICATION NUMBER:	
MUNICIPALITY NO. (if applicable):	FUNDING AMOUNT FOR INITIAL PERIOD: \$
STATUS: CONTRACTOR IS( ) IS NOT(X) A SECTARIAN ENTITY CONTRACTOR IS(X) IS NOT( ) A NOT-FOR-PROFIT ORGANIZATION	MULTI-YEAR TERM (if applicable): FROM: January 1, 2009 TO: December 31, 2013

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

- X APPENDIX A Standard Clauses as required by the Attorney General for all State contracts.
- X APPENDIX A-1 Agency-Specific Clauses (Rev 02/03)
- X APPENDIX B Budget
- X APPENDIX C Payment and Reporting Schedule
- X APPENDIX D Program Work plan
- \_\_\_ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period of for renewal periods)

OTHER APPENDICES

- \_\_\_ APPENDIX A-2 Program-Specific Clauses
- X APPENDIX E-1 Proof of Workers' Compensation Coverage
- X APPENDIX E-2 Proof of Disability Insurance Coverage
- \_\_\_ APPENDIX H Federal Health Insurance Portability and Accountability Act  
Business Associate Agreement
- \_\_\_ APPENDIX \_\_\_
- \_\_\_ APPENDIX \_\_\_
- \_\_\_ APPENDIX \_\_\_

(REV 02/03)

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.



STATE OF NEW YORK  
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW, THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Work plan (Appendix D) in accordance with: provisions of the

AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omission of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

## II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

## III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

#### IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

#### V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

#### VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

June, 2006

**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of

the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (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 contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of

Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of setoff any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's

Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

**(b) PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict.

Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7th Floor

Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business  
Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such

notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

APPENDIX A-1  
(REV 02/03)

AGENCY SPECIFIC CLAUSES FOR ALL  
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the Secretary of State pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall furnish a copy of its Certificate of Incorporation to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
  - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration, allowable costs and audits.
    - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments."
    - ii. For a private nonprofit organization other than
      - ◆ an institution of higher education,
      - ◆ a hospital, or
      - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations," as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations," and OMB Circular A-122."
    - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions."
    - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Cost Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations," then subject to program

specific audit requirements following Government Auditing Standards for financial audits.

- b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in “a” above.
  - c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
    - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$300,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
    - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$300,000, and if the CONTRACTOR received \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR’s fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR’s records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR’s fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
  - d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
    - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
    - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
    - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR will accept responsibility for compensating the STATE for any exceptions, which are revealed on an audit and sustained after completion of the normal audit procedure.

5. FEDERAL CERTIFICATIONS: This paragraph shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

A. LOBBYING CERTIFICATION

- 1) If the CONTRACTOR is a tax-exempt organization under Section 501(c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.
- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
  - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
    - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or an employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  
- b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.
  
- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
  
- d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (b) above to report such updated information.
  
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
  - a) payments of reasonable compensation made to its regularly employed officers or employees;
  
  - b) a request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or sub-grant that does not exceed \$100,000; and
  
  - c) a request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.
  
- b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are contracted, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), Implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

### **Instructions for Certification**

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  - 2) *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions*
    - a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
    - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable Federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and canceled.

11. Other Modifications

a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:

- ◆ Appendix B - Budget line interchanges;
- ◆ Appendix C - Section II, Progress and Final Reports;
- ◆ Appendix D - Program Work plan.

b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

12. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

- ◆ Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:
  - ◆ Certificate of Workers' Compensation Insurance, on the Workers' Compensation Board form C-105.2 or the State Insurance Fund Form U-26.3 (naming the Department of Health, Corning Tower Room 1315, Albany 12237-0016), or
  - ◆ Affidavit Certifying That Compensation Has Been Secured, form SI-12 or form GSA 105.2, or
  - ◆ Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form 105.21, completed for workers' compensation; and
- ◆ Disability Benefits coverage, for which one of the following is incorporated into this contract as Appendix E-2:
  - ◆ Certificate of Disability Benefits Insurance, form DB-120.1, or
  - ◆ Notice of Qualification as Self Insurer Under Disability Benefits Law, form DB-155, or
  - ◆ Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form 105.21, completed for disability benefits insurance.

13. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX B

2009 BUDGET

Organization Name:

Budget Period: Commencing on: January 1, 2009

Ending on: December 31, 2009

Personal Service

Fringe Benefits ( %)

TOTAL PERSONAL SERVICE

Other Than Personal Service

TOTAL OTHER THAN PERSONAL SERVICE

GRAND TOTAL

**Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) number for these funds is: 93.994**

## Appendix C

### PAYMENT AND REPORTING SCHEDULE

#### I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed twenty-five percent (25%) of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- ◆ the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or, if renewed, in the PERIOD identified in the Appendix X, or
- ◆ if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that the STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- ◆ the end of the first quarterly period of this AGREEMENT; or
- ◆ if this contract is wholly or partially supported by federal funds, availability of the federal funds;

provided, however, that a proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by the set-off against any other public funds owed to the CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR and this AGREEMENT shall be considered terminated and canceled.

D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program work plan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.

E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than thirty (30) days after the end date of this AGREEMENT. All required reports or other work products developed under this

AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

- F. The CONTRACTOR shall submit to the STATE monthly/quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the STATE'S designated payment office located in the Wadsworth Center, Room E-297, P.O. Box 509, Albany, NY 12201.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than sixty (60) days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual disbursements by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual disbursements. All contract advances in excess of actual disbursements will be recouped by the STATE prior to the end of the applicable budget period.

## II. Progress and Final Reports

Organization Name:

Report Type:

### A. Narrative/Qualitative Report

\_\_\_\_\_ will submit, on a quarterly basis, not later than 15 days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how \_\_\_\_\_ has progressed toward attaining the qualitative goals enumerated in the Program Work plan (Appendix D).

(Note: This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to resolve them.)

### B. Statistical/Quantitative Report

\_\_\_\_\_ will submit, on a quarterly basis, not later than 15 days from the end of the quarter, a Quarterly Statistical Summary all patient encounters. In addition, \_\_\_\_\_ will submit, on a quarterly basis, not later than 15 days from the end of the quarter, a detailed report analyzing other quantitative aspects of the program plan, as appropriate. (e.g., number and type of educational sessions held including number in attendance). This information may be contained in the narrative/qualitative report described in paragraph A above.

### C. Expenditure Report

\_\_\_\_\_ will submit, on a quarterly basis, not later than 60 days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

### D. Final Report

\_\_\_\_\_ will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Work plan. A competitive application in response to a Request for Proposals issued by the State may be substituted for the final report.

Appendix D  
PROGRAM WORK PLAN

I. CORPORATE INFORMATION

Corporation Name:  
Corporation Address:

Employer Identification Number:  
NYS Charities Registration Number:  
Principal Investigator:  
Telephone Number:

II. SUMMARY STATEMENT

\_\_\_\_\_ has received approval of its application to provide comprehensive, noncategorical genetics services to residents in \_\_\_\_\_ for the five-year period January 1, 2009 - December 31, 2013.

III. PROGRAM GOALS

To ensure that individuals affected with, at-risk for transmitting, or concerned about a genetic disorder are able to make informed health decisions, and that all individuals affected with, at-risk of transmitting, or concerned about a genetic disorder are provided access to comprehensive genetics services including diagnostic, counseling and preventive services.

IV. SPECIFIC OBJECTIVES

- A. To ensure the availability of comprehensive genetics services in the catchment area.
- B. To ensure access to such services in areas that are identified to be underserved or unserved by expanding existing genetics programs, improving referral systems or opening new satellite sites.
- C. To ensure that genetic services in each catchment area are comprehensive and include diagnostic, therapeutic, and preventive services.
- D. To ensure the financial accessibility of genetics services to all populations by eliminating financial barriers regardless of economic level. In the absence of coverage, to utilize a zero-based sliding fee schedule.
- E. To educate all third party payers on genetics services and encourage payers to include genetics services as part of their coverage. To produce greater self-sufficiency of genetics programs by educating program billers on how to maximize all third party reimbursement.
- F. To ensure that all appropriate practitioners, payers and the public are informed about genetics diseases, genetics services, and related issues through a coordinated educational campaign. To start and/or continue a Regional Advisory Group consisting of consumers and/or interested lay individuals and genetic service personnel and other professionals from funded and unfunded providers as identified by your program or other sources who reside or work in your catchment area.
- G. To ensure that local and statewide networks are linked to the appropriate federal and/or national programs.
- H. To ensure the continued development and application of techniques in genetics screening, diagnosis and counseling.

Appendix H  
Federal Health Insurance Portability and Accountability Act ("HIPAA")  
Business Associate Agreement ("Agreement") Governing Privacy and Security

I. Definitions:

- (a) Business Associate shall mean the CONTRACTOR.
- (b) Covered Program shall mean the STATE.
- (c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including those at 45 CFR Parts 160 and 164.

II. Obligations and Activities of the Business Associate:

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Covered Entity pursuant to this Agreement.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.
- (g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.
- (h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.

(b) Specific Use and Disclosure Provisions:

- (1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (2) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a business associate through its activities under this contract with other information gained from other sources.
- (3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR ' 164.502(j)(1).

IV. Obligations of Covered Program

Provisions for the Covered Program to Inform the Business Associate of Privacy Practices and Restrictions

- (a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- (b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
- (c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by Covered Program

The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program, except if the Business Associate will use or disclose protected health information for, and the contract includes provisions for, data aggregation or management and administrative activities of Business Associate.

VI. Term and Termination

- (a) *Term.* The Term of this Agreement shall be effective during the dates noted on page one of this agreement, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in The Agreement.
- (b) *Termination for Cause.* Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach

and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.

(c) *Effect of Termination.*

- (1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
- (2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. Violations

- (a) It is further agreed that any violation of this agreement may cause irreparable harm to the State, therefore the State may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.

- (b) The business associate shall indemnify and hold the State harmless against all claims and costs resulting from acts/omissions of the business associate in connection with the business associate's obligations under this agreement.

*Miscellaneous*

- (a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) *Survival.* The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.
- (d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.
- (e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this agreement is controlling.
- (f) **HIV/AIDS.** If HIV/AIDS information is to be disclosed under this agreement, the business associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

**APPENDIX X**

Agency Code 12000

Contract No. \_\_\_\_\_

Period \_\_\_\_\_

Funding Amount for Period \_\_\_\_\_

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Department of Health, having its principal office at Wadsworth Center, Room E-297, P.O. Box 509, Albany, NY 12201-0509, and \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR), for modification of Contract Number \_\_\_\_\_ as amended in attached Appendix(ices) \_\_\_\_\_.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Lawrence S. Sturman, M.D., Ph.D.

Printed Name

Printed Name

Title: \_\_\_\_\_

Title: Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

State Agency Certification:

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

STATE OF NEW YORK )

) SS:

County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_ of 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary)

STATE COMPTROLLER’S SIGNATURE

Title:

Date:

**Attachment 7: Application Cover Page**



NEW YORK STATE DEPARTMENT OF HEALTH  
**WADSWORTH CENTER**  
 LABORATORY OF GENETIC SERVICES  
 P.O. BOX 509  
 ALBANY, NY 12201

**GRANT APPLICATION FOR NEW YORK STATE  
 GENETIC SERVICES PROGRAM**

1. PROGRAM: <i>New York State Genetic Services Program at:</i>	
2. NAME AND ADDRESS OF APPLICANT INSTITUTION:	5. PROGRAM/PROJECT PERIOD  <i>January 1, 2009 - December 31, 2013</i>
	6...BUDGET PERIOD  <i>January 1, 2009- December 31, 2009</i>
EMPLOYER'S FEDERAL IDENTIFICATION NUMBER  CHARITY REGISTRATION NUMBER  <i>(This information MUST be provided)</i>	7...AMOUNT REQUESTED FOR BUDGET PERIOD
4. DIRECTOR OF PROJECT <i>(Program or center director or Principal Investigator)</i>	8...ADMINISTRATIVE OFFICIAL <i>(Person who may negotiate contracts)</i>
TITLE	TITLE
ADDRESS OF DIRECTOR - ACTUAL SITE OF PROGRAM <i>(If different from (2) above)</i>	ADDRESS OF ADMINISTRATOR <i>(If different from (2) above)</i>  OFFICE TELEPHONE <i>(Area Code, Number, Extension)</i> Fax number: E-mail address:
OFFICE TELEPHONE <i>(Area Code, Number, Extension)</i>  Fax number: E-mail address:	9...CONTACT PERSON FOR REIMBURSEMENT  TELEPHONE: Fax number: E-mail address:

## **Attachment 8: Application Budget Forms**

SUMMARY BUDGET FOR THIS PERIOD

APPLICANT NAME			
BUDGET PERIOD: JANUARY 1, 2009 – DECEMBER 31, 2009	TOTAL AMOUNT (a)	APPLICANT AND OTHERS (b) from 10 Total	REQUESTED FROM NYSDOH (c) = (a) - (b)
1.SALARIES OR PERSONNEL (from page 3)	\$	\$	\$
2.FRINGE BENEFITS (___%) (from page 3)			
3.OFFICE SUPPLIES (from page 4)			
4.TRAVEL (from page 4)			
5.EDUCATIONAL MATERIALS (from page 4)			
6.FACILITY USAGE (Maximum of 10% - from page 5)			
7.SUBCONTRACTS (from page 5)			
8.OTHERS (from page 5)			
9.TOTAL COSTS	\$	\$	\$
10. SOURCES OF FUNDS - APPLICANT AND OTHER (Identify each source separately)			
(1) Revenues collected from patients and third parties as shown in Section 11 - Total	(1) \$		
Other Sources of Funding:			
(2)	(2)		
(3)	(3)		
(4)	(4)		
(5)	(5)		
(6)	(6)		
TOTAL (Transfer to Line 9, Section (b))	TOTAL \$		
11. PAYMENT FOR SERVICES PROVIDED BY PROJECT			
(1) Title XIX (Medicaid)	(1) \$		
(2) Private Insurance Providers	(2)		
(3) Health Maintenance Organizations	(3)		
(4) Self Pay - Full Fee	(4)		
(5) Self Pay - Sliding Fee	(5)		
(6) Other	(6)		
TOTAL (Transfer to Section 10, Line 1)	TOTAL \$		

**KEY PERSONNEL**

APPLICANT

NAME AND POSITION TITLE	ANNUAL SALARY RATE	NUMBER MONTHS BUDGET	PERCENT TIME	TOTAL AMOUNT REQUIRED	APPLICANT AND OTHERS	REQUESTED FROM NYSDOH
	\$		%	\$	\$	\$
1.SALARY TOTAL				\$	\$	\$
2.FRINGE BENEFITS (___%)				\$	\$	\$
CATEGORY TOTAL				\$	\$	\$

**DETAILED BUDGET FOR THIS PERIOD**  
**Include Category Details**

APPLICANT			
	TOTAL AMOUNT REQUIRED	SOURCE OF FUNDS	
		APPLICANT AND OTHERS	REQUESTED FROM NYSDOH
3.OFFICE SUPPLIES	\$	\$	\$
Category Total	\$	\$	\$
4.PATIENT-CARE RELATED TRAVEL	\$	\$	\$
Category Total	\$	\$	\$
5.EDUCATIONAL MATERIALS	\$	\$	\$
Category Total	\$	\$	\$

**DETAILED BUDGET FOR THIS PERIOD (continued)**  
**Include Category Details**

APPLICANT			
	TOTAL AMOUNT REQUIRED	SOURCE OF FUNDS	
		APPLICANT AND OTHERS	REQUESTED FROM NYSDOH
6.FACILITY USAGE (describe formula used)	\$	\$	\$
Category Total	\$	\$	\$
7.SUBCONTRACT(s) (Use one line for each contractor's total budget. Include detailed budget sheets for each subcontractor.)	\$	\$	\$
(1)	(1)		
(2)	(2)		
(3)	(3)		
(4)	(4)		
(5)	(5)		
Category Total	\$	\$	\$
8.OTHER - list	\$	\$	\$
(1)	(1)		
(2)	(2)		
(3)	(3)		
(4)	(4)		
(5)	(5)		
Category Total	\$	\$	\$

**BUDGET JUSTIFICATION**

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APPLICANT

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**OTHER RELATED SUPPORT FROM ALL SOURCES**

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APPLICANT

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If this application was or will be submitted to other agencies of funding sources identify them in this space.

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INSTRUCTIONS: List all other support related to this project, except for that requested in this application. Include requests now being considered by other funding sources. Amounts shown should reflect total funds awarded or pending over the entire period indicated in the final column. Use a continuation page, if necessary, and follow the same format.

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EXISTING PROJECTS

SOURCE AND PROJECT NUMBER	TITLE OF PROJECT OR PROGRAM	TOTAL AMOUNT	TOTAL PERIOD OF SUPPORT

RELATED APPLICATIONS PENDING DECISION

AGENCY	TITLE OF PROJECT OR PROGRAM	TOTAL AMOUNT	TOTAL PERIOD OF SUPPORT

**Attachment 9: Signatory Form**

**ASSURANCES AND CERTIFICATIONS BY APPLICANT**

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**APPLICANT**

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..... The following assurances and certifications are part of the project grant application and must be signed by an official duly authorized to commit and assure that the applicant will comply with the provisions of the applicable laws, regulations and policies relating to the project.

..... The applicant assures and certifies that he has read and will comply with the following:

Title VI-Civil Rights Act of 1964 - (PL 88-352) and Part 80 of Title 45, Code of Federal Regulations, so that no person will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, sexual orientation or national origin.

Patents and inventions under which all inventions made in the course of or under any grant shall be promptly and fully reported to New York State Department of Health.

Specific assurances, policies, guidelines, regulations and requirements in effect at the time the grant award is made and applicable to this project (including the making of reports as required and the maintenance on necessary records and accounts, which will be made available to the Department of Health for audit purposes) which are contained and listed in the grant application package and made a part hereof.

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**SIGNATURES** .Signatures of Official authorized to sign for applicant and Project Director or other person(s) authorized to sign on their behalf.

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**APPLICANT NO. 1 (Institution)**

DIRECTOR OF PROJECT	Printed Name/Title _____	DATE _____
	Signature _____	
OFFICIAL AUTHORIZED TO SIGN FOR APPLICANT	Printed Name/Title _____	DATE _____
	Signature _____	

# Vendor Responsibility Attestation

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

**Choose one:**

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.
- A hard copy Vendor Responsibility Questionnaire is included with this application and is dated within the last six months.
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: \_\_\_\_\_

Print/type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date Signed: \_\_\_\_\_

