

RFA Number 1001120321

**New York State
Department of Health
Wadsworth Center/Division of Genetics
Laboratory of Human Genetics**

Request for Applications

**NEW YORK STATE
SICKLE CELL SERVICES PROGRAM –
TRANSITION PROGRAM FOR YOUNG ADULTS
TO ADULT MEDICAL CARE**

RFA Release Date: June 17, 2010

Letter of Interest and Written Questions Due: July 12, 2010

Applicant Conference On: None Scheduled

Applications Due: August 16, 2010

DOH Contact Name & Address:

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I. Introduction

Description of Program

The New York State Department of Health, Wadsworth Center, Laboratory for Human Genetics is soliciting proposals for programs for transition of young adults with sickle cell disease and other hemoglobinopathies (subsequently referred to as sickle cell disease) to adult medical care on a regional or targeted-area basis.

Background/Intent

The NYS Newborn Screening Program has been identifying newborns with sickle cell disease born in NYS hospitals since 1975. In the 35 years since its inception, the program has identified 4,955 infants with sickle cell anemia and 3,361 with sickle C disease, hemoglobin C disease or another hemoglobinopathy. Thus, since 1993 about 3,845 18-year-olds with sickle cell disease have had to leave their pediatric provider and transition to adult medical care (some pediatric programs continue care until the young adult reaches 21). Only a handful of pediatric programs have affiliated adult care hematologists within the same system to provide a seamless transition to adult care. In other pediatric practices, young adults may be told about transition, educated to take responsibility of their own health by learning the signs of crises, the vocabulary of sickle cell disease and its treatment, how to fill a prescription, how to keep hydrated and warm, how to make and keep doctor's appointments, and how to interact with medical professionals to ensure they get the continuous care they need.¹ They may be briefly introduced to an adult care provider or given a list of names of hematologists to contact and advised to call one of them for an appointment. General internists and adult hematologists are not usually accustomed to caring for patients with sickle cell disease. The disease is unique with respect to the extreme level of pain caused by sickling red cells (and the tolerance of the person with sickle cell disease to pain), and the degradation of bone, joints, internal organs and mental functioning that the disease often causes.^{2,3} Experience has shown that many young adults with sickle cell disease do not establish a close working relationship with an adult-care provider.⁴ Pediatric providers are concerned about the high rate of dysfunction of young adults with sickle cell disease, their inability to identify a medical home, problems with post-high school education and jobs, continuing and escalating health issues, and the perception within the medical community that many people with sickle cell disease use pain as an excuse to seek drugs.

It is the intent of this RFA to fund the services of "transition navigators," those social workers, genetic counselors, patient educators, etc. who work with the young adult populations in pediatric sickle cell programs to make a successful transition to a committed adult hematologist

¹ [Doulton DM](#). *From cradle to commencement: transitioning pediatric sickle cell disease patients to adult providers*. *J Pediatr Oncol Nurs*. 2010 Mar-Apr;27(2):119-23

² Okumura MJ, Kerr EA, Cabana MD, Davis MM, Demonner S, Heisler M. [Physician Views on Barriers to Primary Care for Young Adults With Childhood-Onset Chronic Disease](#). *Pediatrics*. 2010 Mar 15.

³ [Zempsky WT](#). Treatment of sickle cell pain: fostering trust and justice. *JAMA*. 2009 Dec 9;302(22):2479-80.

⁴ Tuchman LK, Slap GB, Britto MT. [Transition to adult care: experiences and expectations of adolescents with a chronic illness](#). *Child Care Health Dev*. 2008 Sep;34(5):557-63.

or other adult medical care provider. In addition to the identification of a transition navigator or a plan to hire one with awarded funds, successful applicants will be required to identify one or more adult-care practitioners, either specialist or primary care, who demonstrate, with letters of participation, their willingness to provide adult-care services to the young adult upon transition. The application should discuss the educational material to be used, the timeline for transition and tools to be used to assess a patient's readiness to transition.

II. Who May Apply

This program is limited to teams that include both pediatric and adult-care physicians, defined as those hematologists and other physicians who have documented interest and expertise in caring for patients with sickle cell disease. If the team is not identified, the application will not be considered for funding. Applications must either include information on an existing transition navigator or describe plans to use awarded funds to hire a transition navigator as evidenced by reference on the Key Personnel page of the budget (see page 15 of this application) of this position and function. The team should define a transition plan that may include readily available education and evaluation tools for the patient, family and providers, a schedule of transition and defined outcomes of successful transition. The contractor must be a NYS Public Health Law not-for-profit Article 28 Hospital or Diagnostic and Treatment Center or other New York State not-for-profit organization exempt from taxation pursuant to section 501(c)(3) of Title 26 of the United States Code. **The application should include a copy of the institution's Article 28 operating certificate or other proof of not-for-profit status.** The applicant agency or organization should be able to provide the clinical and social support services required by young adults with sickle cell disease. **It is not necessary that both the pediatric hematologist and the adult hematologist be from one institution, but both institutions must qualify as stipulated above and only the lead institution will receive the contract.** The applicant agency(ies) or organization(s) should be able to demonstrate a prior history of provision of care to individuals with sickle cell disease in both the pediatric and adult age groups.

III. Project Narrative/Work Plan Outcomes

A. Expectations of Project

It is expected that a well-defined transition program for young adults will give them the skills they need to successfully transition to adult care as evidenced by evaluation of readiness and follow-up post transition for satisfaction with care. This will be most successful when there is a committed adult sickle cell service or provider to which the patient can transition. Evaluation of the success of each project will include the number of patients who go through the program, the satisfaction of the patient with services at the adult provider, demonstration that the patient understands his or her disease, possible complications and necessary interventions, the willingness of the adult provider to continue to accept patients, and the health status of the patient before and after transition including identification of complications, use of emergency

department and inpatient services, successful pain management, and satisfactory performance at school or on the job.

B. Anticipated Funding

It is anticipated that approximately \$226,000 will be awarded under this RFA. Applicants may request up to \$56,500 for the first year of the contract which is expected to be for the period of January 1, 2011 – December 31, 2011. There is the possibility of four additional one year renewals based on provider performance and the availability of funds.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the NYS Department of Health, Wadsworth Center, Division of Genetics, Laboratory of Genetics and Newborn Screening, New York State Genetic Services 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 should be submitted in writing to:

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
Fax: (518) 473-1733
E-mail: kbh02@health.state.ny.us

Such questions may be e-mailed, faxed or sent by ground delivery services. To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions will be accepted until July 12, 2010.

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.

Prospective applicants should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application. See the paragraph titled “Applicant Conference and Letter of Interest” (below) to determine how to receive department responses to questions.

Written answers to all questions raised will be provided on or before July 12, 2010.

C. Applicant Conference and Letter of Interest

1. **An Applicant Conference will not be held for this project.**
2. **Letter of Interest** - Submission of a Letter of Interest (see attachment 2) is encouraged, although not mandatory. The Letter of Interest should be received by July 12, 2010 at the address shown in section B above in order to automatically receive written responses to questions and to receive any updates or modifications to this RFA. Letters of Interest may be transmitted by e-mail, fax or ground delivery services. Failure to submit a Letter of Interest will not preclude the submission of an application though it will prevent notification when updates/modifications are posted (including responses to written questions). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing update information. A sample Letter of Interest is included as Attachment 2 to this RFA.

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

This RFA has been posted on 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.

D. How to file an application

Applications must be **received** at the following address by August 16, 2010. 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
kbh02@health.state.ny.us

Applicants should submit 1 original, signed application and 2 copies. 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. Applications may be submitted by e-mail and must be received by 3:30 p.m. on August 16, 2010.

* It is the applicant's responsibility to see that applications are delivered to the address above prior to the date and time specified. Late applications due to a documentable delay by the carrier may be considered at the Department of Health's discretion.

E. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with the selected applicant.
13. Utilize any and all ideas submitted with the applications received.
14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.
15. Waive or modify minor irregularities in applications received after prior notification to the applicant.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.
17. Negotiate with successful applicants within the scope of the RFA in the best interests of the State.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. 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 State Comptroller. It is expected that contracts resulting from this RFA will have an initial term of January 1, 2011 – December 31, 2011 with the possibility of four annual renewals based on satisfactory performance and availability of funds.

G. Payment & 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 twenty-five percent.
2. The grant contractor shall submit quarterly invoices (the option to submit monthly invoices may be requested in writing with the application) 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

Grant contractors shall provide complete and accurate billing vouchers to the Department's designated payment office in order to receive payment. Billing vouchers submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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 periodic reports:

Quarterly narrative reports describing the programs' activities in providing transition education and services, including numbers of patients involved in the program by age and zip code of residence, educational sessions held with specific topic and attendance, numbers of patient meetings with adult specialty care providers and primary care physicians prior to formal transition, numbers of routine appointments with the adult care provider after the transition has been made, numbers of and reasons for visits to emergency departments and inpatient facilities both before (retrospectively, if necessary) and after transition.

These reports may be transmitted electronically or via ground delivery services.

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 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. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website 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 should also complete and submit the Vendor Responsibility Attestation (Attachment 11).

I. General Specifications

1. By signing the "Assurances and Certifications" page 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 of all conditions and terms contained in this RFA, including the terms and conditions of the contract. 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 notice in writing 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 by the State Comptroller.

J. Appendices

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

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 - Workplan

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**:

- **CE-200** – Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability 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

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

- **CE-200** – Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** – Certificate of Disability Benefits Insurance OR
- **DB-155** – Certificate of Disability Benefits Self-Insurance

APPENDIX G - Notices

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

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.

V. Completing the Application

Your Request for Funding application should consist of sections listed below. Scoring levels are included in parentheses. There are a total of 100 points available, 20 for each of the four sections of the narrative and 20 points for the budget.

A. Application Content

1. **Narrative:** The narrative will consist of four sections.

- A. Background: (15% of score) Analysis of selected statistical data for the catchment area to document the need for services for sickle cell disease patients including a description of the catchment area – counties/boroughs/neighborhoods included; racial/ethnic/linguistic/educational profile of the population at risk for sickle cell disease in the catchment area, the number of newborns referred to your institution by the NYS Newborn Screening Program annually for the last 5 years and entering from other sources, the number of patients by age groups <1 year old, 1-5 years old, 6-12 years old, 13-18 years old, >18 years old currently followed by the comprehensive sickle cell program. **Absolute numbers of patients or population-at-risk will not be used to qualify one applicant over another. It is important, rather, to document knowledge of the patient case load and the at-risk population.**
- B. Existing Program: (30% of score) Discussion of current comprehensive care program. Include information on services provided to sickle cell patients including clinic schedules, and mechanisms in place to ensure patient compliance. Discuss qualifications of available staff including pediatric and adult hematologists with experience working with patients with sickle cell disease; developmentalists, nutritionists, pain management specialists, psychologists, social workers, rehabilitation specialists, vocational counselors, interpreters, nurses, genetic counselors.
- C. Current and proposed transition activities: (35% of score) The narrative should include a description of the existing and proposed transition programs to be supported with grant funds. Describe staff qualifications and experience relevant to transition. Provide samples of the education and evaluation tools in use or proposed and describe how they benefit transition. Describe the process used or proposed, including the ages when different concepts and responsibilities are discussed and how they are reinforced and how comprehension is evaluated; the settings in which transition concepts are introduced; how the patients and their parents/guardians are involved in the process – do the young adults work alone or with other young adults; do parents work with young adults or separately or in some combination; how the young adult is introduced and transitioned to the adult service; and how the readiness of the young adult is assessed; and how the success of transition and patient retention in comprehensive care is evaluated and remediated if necessary. Include a discussion about pain management and availability of appropriate services outside of clinic hours, including review of emergency intervention.
- D. **Curriculum Vitae**
A two-page biographical sketch for each professional participating in your program should 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, and documentation of specialized training.**

2. **Budget Request and Assurances (20% of score):** Requested funds can be used to support staff salaries for transition navigators and supporting staff, and patient service-related travel and supplies which are integral to the performance of program activities. Office equipment and laboratory staff salaries, supplies and equipment may not be included in this budget. Salaries of physicians and other doctoral-level professionals may not be included in this budget.

B. Application Format

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

The narrative proposal and implementation plans are limited to 10 single-spaced typed pages using a 12 point font, either when sent by ground delivery services or when the electronic version is printed. This page limit does not include the printed budget pages, institutional assurances, curriculum vitae or pertinent appendices.

Cover page

Use the cover page in Attachment 3. If more than one agency will be involved in this proposal, clearly identify the lead agency on this cover page. Include information on other agencies on page 5, Item 7 “Subcontracts.” Fill out separate budget pages for any subcontractors to this proposal. Include all requested information and have the original signatures of both the Principal Investigator and an official of the agency authorized to sign contracts on the Assurances and Certifications page. The application will not be considered if both signatures are not included.

Budget (20% of score) – 2 pages

Complete the attached budget forms. Applicants should submit a 12 month budget, assuming a January 1, 2011 start date. All costs should be related to the provision of transition services, as well as be consistent with the scope of services, reasonable and cost effective. Justification for each cost should be submitted in narrative form, not to exceed 2 single-spaced pages. For all existing staff, the Budget Justification should delineate how the percentage of time devoted to this initiative has been determined. Do not request more than \$56,500.

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

staff activities.

Ineligible budget items will be removed from the budget before the budget is scored. The budget amount requested will be reduced to reflect the removal of the ineligible items.

Use the pages included in Attachment 4. The following comments will provide specific information required to process each application. Be sure to complete the forms completely and accurately.

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, 2011 – December 31, 2015.

Item 6: "Budget Period" is one year: from January 1, 2011 – December 31, 2011.

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

Item 9: Identify the person responsible for preparing reimbursement requests for submission to the State. Include that individual's telephone number, email address 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 comprehensive sickle cell services in your institution. **This does 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 should make clear the total institutional commitment to comprehensive sickle cell services and transition to adult medical care 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

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 should 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 should 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 should be returned to the program for operations and should be summarized from detail provided on Page 2a. This information should be provided by the institution's Accounts Receivable Department.

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 the each of the calendar years 2007-2009 (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 sickle cell service unit, the information should still 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 should include a zero-based sliding fee schedule based on family or individual 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 comprehensive sickle cell services program with applicable percent of time to be spent on this transition 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 MD or PhD level staff should 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 4: Item 5. Educational Materials

Describe the materials needed for appropriate educational activities, such as journals and trade publications for health professionals, paraprofessionals, and people with sickle cell disease and their families and tools for educating about transition and evaluating readiness. Furnish samples of all materials prepared and used in the last three-year period.

Note: If creation of new material is contemplated, describe the new document(s) in your narrative and demonstrate how literature already existing has been reviewed and will not be duplicated in this effort.

Budget Page 4: 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 contract administration, facility maintenance, heat, lights, telephone service, etc.

Budget Page 4: Item 7. Subcontracts

If a portion of the funds requested are going to subcontracted to another institution, use this space to list each participant's budget request in a one-line, total-cost summary format. Each subcontractor should also submit a separate detailed budget set (pages 1-6) plus executed assurances (pages 7-10) for each subcontract.

Budget Page 4: Item 8. Other

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

Budget Page 5: Budget Justification

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

Budget Page 6: 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 comprehensive sickle cell service activities should be identified.

Budget Page 7: Assurances and Certifications by Applicant

Two signatures are required: those of (1) the Project Director; and (2) an officer of the provider organization. The application will not be considered if either signature is missing.

C. Review Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH Wadsworth Center, Division of Genetics, Laboratory of Genetics and Newborn Screening. Applicant(s) with the highest scores will receive the awards.

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

The review process will not use regional criteria to award grants.

It is anticipated that \$226,000 will be available for the budget period January 1, 2011 – December 31, 2011 and for the four succeeding budget periods. Applicants may request up to \$56,500. Based on current and historic funding, it is anticipated that four awards of \$56,500 will be made to those applications receiving the four highest scores. Should the requests of the highest scoring applications not total available monies, or should the amount available in the first year be more than anticipated, additional awards may be made to other applicants in order of their scores. Should fewer funds than anticipated be available in the 2010-2011 state fiscal year, the Department of Health reserves the right to either award smaller grants or fewer grants. Should fewer funds be made available in any of the four subsequent years, programs already receiving funding will be reduced by equal amounts at the discretion of Wadsworth Center based on contractor performance and program need. Should additional funds be made available in the four subsequent years, the program reserves the right to either increase awards in response to supplemental requests or award new grants of up to \$56,500 to applicants who did not receive funding in the first round up to the amount available in order of the scores received for the applications in this proposal evaluation process.

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

Following the awarding of grants from this RFA, applicants may request a debriefing from the NYS DOH, Wadsworth Center, Division of Genetics, Laboratory of Genetics and Newborn Screening 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. In the event that unsuccessful applicants wish to protest awards, please follow the procedures established by the New York State Comptroller found at: www.osc.state.ny.us. In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at: http://www.osc.state.ny.us/agencies/gbull/g_232.htm.

VI. Attachments

Attachment 1
Sample

Letter of Interest
or
Letter to Receive RFA Updates and Modifications

DOH Contact
DOH Address

Re: RFA #
RFA Title

Dear _____:

This letter is to indicate our interest in the above Request for Applications (RFA) and to request that our organization be placed on the mailing list for any updates, written responses to questions, or amendments to the RFA.

Sincerely

Attachment 2
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: _____

Attachment 3: Application Cover Sheet (Budget Page 1)

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER
LABORATORY OF HUMAN GENETICS
P.O. BOX 509
ALBANY, NY 12201
GRANT APPLICATION FOR NEW YORK STATE
TRANSITION PROGRAM FOR YOUNG ADULTS
WITH SICKLE CELL DISEASE

1.PROGRAM: *New York State Transition Program for Young Adults with Sickle Cell Disease:*

2.NAME AND ADDRESS OF APPLICANT INSTITUTION:	5. PROGRAM/PROJECT PERIOD January 1, 2011 – December 31, 2015
	6. BUDGET PERIOD January 1, 2011 – December 31, 2011
EMPLOYER'S FEDERAL IDENTIFICATION NUMBER CHARITY REGISTRATION NUMBER <i>(This information SHOULD be provided)</i>	7.. AMOUNT REQUESTED FOR BUDGET PERIOD
4.DIRECTOR OF PROJECT (Program or center director or Principal Investigator)	8.. ADMINISTRATIVE OFFICIAL (Person who may negotiate contracts)
TITLE ADDRESS OF DIRECTOR - ACTUAL SITE OF PROGRAM <i>(If different from (2) above)</i>	TITLE ADDRESS OF ADMINISTRATOR (If different from (2) above)
OFFICE TELEPHONE (Area Code, Number, Extension) Fax number: E-mail address:	OFFICE TELEPHONE (Area Code, Number, Extension) Fax number: E-mail address:

Budget page 1

Attachment 4: Application Budget Forms

SUMMARY BUDGET FOR THIS PERIOD

APPLICANT NAME			
BUDGET PERIOD: January 1, 2011 – December 31, 2011	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	\$	\$	\$
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)		
Category Total	\$	\$	\$
8.OTHER – list	\$	\$	\$
(1)	(1)		
Category Total	\$	\$	\$

Budget page 4

BUDGET JUSTIFICATION

APPLICANT

OTHER RELATED SUPPORT FROM ALL SOURCES

APPLICANT

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

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.

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

ASSURANCES AND CERTIFICATIONS BY APPLICANT

APPLICANT

.....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.

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

APPLICANT NO. 1 (Institution)

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

Budget page 7

Attachment 5
Standard Grant Contract with Appendices

GRANT CONTRACT – MULTI-YEAR

STATE AGENCY (Name and Address): Wadsworth Center, P.O. Box 509 Department of Health Albany, NY 12201-0509	NYS COMPTROLLER'S NUMBER: C- ORIGINATING AGENCY CODE: 12000
CONTRACTOR (Name and Address):	TYPE OF PROGRAM(S): Provide to young adults with sickle cell disease transition services to adult care providers
FEDERAL TAX IDENTIFICATION NUMBER: MUNICIPALITY NO. (if applicable): CHARITIES REGISTRATION NUMBER: __ - __ - __ or () EXEMPT: (If EXEMPT, indicate basis for exemption:	INITIAL CONTRACT PERIOD FROM: January 1, 2011 TO: December 31, 2011 FUNDING AMOUNT FOR INITIAL PERIOD: \$ 56,500
CONTRACTOR HAS() HAS NOT() TIMELY FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS	MULTI-YEAR TERM (if applicable): FROM: January 1, 2011 TO: December 31, 2015
CONTRACTOR IS() IS NOT() A SECTARIAN ENTITY CONTRACTOR IS() IS NOT() A NOT-FOR-PROFIT ORGANIZATION	

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

- | | | |
|----------|--------------|--|
| <u>X</u> | APPENDIX A | Standard Clauses as required by the Attorney General for all State contracts. |
| <u>X</u> | APPENDIX A-1 | Agency-Specific Clauses (Rev 10/08) |
| <u>X</u> | APPENDIX B | Budget |
| <u>X</u> | APPENDIX C | Payment and Reporting Schedule |
| <u>X</u> | APPENDIX D | Program Workplan |
| <u>X</u> | 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 |
| <u>X</u> | APPENDIX E-1 | Proof of Workers' Compensation Coverage |
| <u>X</u> | APPENDIX E-2 | Proof of Disability Insurance Coverage |
| <u>X</u> | APPENDIX G | Notices |
| <u>X</u> | APPENDIX H | Federal Health Insurance Portability and Accountability Act Business Associate Agreement |
| ___ | APPENDIX ___ | |
| ___ | APPENDIX ___ | |

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

CONTRACTOR

By: _____
Printed Name

Title: _____

Date: _____

Contract No. C-_____

STATE AGENCY

_____ Wadsworth Center

By: Lawrence S. Sturman, MD, PhD
Printed Name

Title: Director

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 _____ in the year ____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

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. The period of this AGREEMENT shall be as specified on the face page hereof. Should funding become unavailable, this AGREEMENT may be suspended until funding becomes available. In such event the STATE shall notify the CONTRACTOR immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this AGREEMENT beyond the end date specified on the face page hereof.
- B. Funding for the entire contract period shall not exceed the amount specified as "Funding Amount for Initial Period" on the face page hereof.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. To modify the AGREEMENT, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, 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 A1.
- 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 Workplan (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 omissions 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 and 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 claims, 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 and regulations, or as stated in Appendix A-2.

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.

APPENDIX A-1
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General 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 also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, 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 and allowable costs.
 - 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 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 Non-profit 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 Costs 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 \$500,000 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 \$500,000, and if the CONTRACTOR receives \$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 shall 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 section 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 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 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 of 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 (c) 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 subgrant 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 constructed, 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.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor

facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

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 which 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 cancelled.
 11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.
 12. 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; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
 - ◆ Appendix C - Section 11, Progress and Final Reports;
 - ◆ Appendix D - Program Workplan will require OSC approval.

- 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.
13. 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:**

- **CE-200** – Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability 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

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

- **CE-200** – Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** – Certificate of Disability Benefits Insurance OR
- **DB-155** – Certificate of Disability Benefits Self-Insurance

14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.
16. 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

BUDGET

Organization Name: _____

Budget Period: Commencing on: _____ Ending on: _____

Personnel Service

Name	Title	Annual Salary	% Time Devoted to This Project	Total Amount Budgeted from NYS
		\$	%	\$
			%	
			%	
			%	
Total Personnel Service				\$

Fringe Benefits (16%)

TOTAL PERSONNEL SERVICE \$

Other Than Personnel Service

- Office Supplies
- Travel
- Educational Materials

TOTAL OTHER THAN PERSONNEL SERVICE \$

Facility Usage (10%) \$

GRAND TOTAL \$

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 workplan, 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 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.

- G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Appendix B of this AGREEMENT.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

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 Workplan (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 Workplan. A competitive application in response to a Request for Proposals issued by the State may be substituted for the final report.

Appendix D

PROGRAM WORKPLAN

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 transition services to young adults with sickle cell disease in the _____ for the five-year period _____.

III. PROGRAM GOALS

The provision of transition services to individuals with sickle cell disease or other hemoglobinopathy.

IV. SPECIFIC OBJECTIVES

1. Improved transition of individuals with sickle cell disease or other hemoglobinopathy from pediatric services to adult medical care.
2. Identification and participation of adult medical provider in transition activities for young adults with sickle cell disease.
3. Evaluation of the effectiveness of a transition program that includes both education in health care maintenance and introduction with a specific adult care provider who will assume responsibility for the health care of young adults with sickle cell disease.

Appendix G

NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

[Insert Contractor Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

Appendix H

for CONTRACTOR that uses or discloses individually identifiable health information on behalf of a New York State Department of Health HIPAA-Covered Program

- I. Definitions. For purposes of this Appendix H of this AGREEMENT:
 - A. “Business Associate” shall mean 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”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and implementing regulations, including those at 45 CFR Parts 160 and 164.
- II. Obligations and Activities of Business Associate:
 - A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.
 - B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT.
 - C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
 - D. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 5. Contact procedures for Covered Program to ask questions or learn additional information.
 - E. 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 Business Associate on behalf of Covered Program agrees to the same restrictions and conditions that apply through this AGREEMENT to Business Associate with respect to such information.

- F. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
 - G. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
 - H. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
 - I. 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. Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.
 - K. Business Associate agrees to comply with the security standards for the protection of electronic protected health information in 45 CFR § 164.308, 45 CFR § 164.310, 45 CFR § 164.312 and 45 CFR § 164.316.
- III. Permitted Uses and Disclosures by Business Associate
- A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.
 - B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
 - C. Business Associate may disclose Protected Health Information as Required By Law.
- IV. Term and Termination
- A. This AGREEMENT shall be effective for the term as specified on the cover page 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; provided that, if it is infeasible to return or destroy Protected

Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.

- B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if 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, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, 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.

V. Violations

- A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

VI. Miscellaneous

- A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. Business Associate and Covered Program 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 HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H 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 Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

Agency Code 12000
APPENDIX X

Contract No. _____

Contractor: _____

Amendment Number: X-_____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, NY (hereinafter referred to as the STATE), and Albany Medical College (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

- _____ Modifies the contract period at no additional cost
- _____ Modifies the contract period at additional cost
- _____ Modifies the budget or payment terms
- _____ Modifies the work plan or deliverables
- _____ Replaces appendix(es) B with the attached appendix(es) _____
- _____ Adds the attached appendix(es) _____
- _____ Other: (describe) _____

This amendment is ___ is not ___ a contract renewal as allowed for the existing contract.

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

Prior to this amendment, the contract value and period were:

\$ _____
(Value before amendment)

From _____ to _____
(Initial start date)

This amendment provides the following addition (reduction) (complete only items being modified):

\$ _____

From _____ to _____

This will result in new contract terms of:

\$ _____
(All years thus far combined)

From _____ to _____
(Initial start date) (Amendment end date)

Signature Page for:

Contract Number: _____

Contractor: _____

Amendment Number: X-_____

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

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

STATE OF NEW YORK)
) SS:
County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

"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."

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____