RFA Number #1211300800

New York State
Department of Health
Division of Chronic Disease and Injury Prevention
Center for Community Health
Asthma Program

Request for Applications

A Systems Approach for Reducing the Burden of Asthma in Erie County

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KEY DATES

RFA Release Date:	**February 20, 2013**
Questions Due:	**February 27, 2013**
RFA Updates Posted:	**March 6 , 2013**
Applications Due:	**March 20 , 2013 (5:00pm)**
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I. Introduction

The New York State Department of Health (NYSDOH) Bureau of Community Chronic Disease Prevention, Asthma Program seeks applications to establish a Regional Asthma Coalition (RAC) in Erie County. The RAC will bring healthcare and community systems together, including hospitals, clinics, primary care health providers, asthma specialists, health plans, schools, community organizations, public health, businesses and other public and private groups, to respond to the asthma epidemic that must be addressed and solved locally. The RAC will develop, implement, spread and sustain population-based, multi-agency, policy and system level changes with and for their communities.

The overall goal of this initiative is to control asthma through a regional, population-based, sustainable systems approach. This approach will translate key components of the National Asthma Education and Prevention Program (NAEPP) Asthma Guideline (http://www.nhlbi.nih.gov/guidelines/asthma/index.htm) into practice in a variety of settings (primary care, schools, daycare, clinics, homes) by implementing and sustaining policy and system changes around key elements of the Chronic Care Model (http://www.improvingchroniccare.org/index.html)**.** This approach aims to:

- decrease the number of hospitalizations due to asthma;
- decrease the number of emergency department visits due to asthma;
- decrease the number of school/work days lost due to asthma;
- decrease the number of clinic/provider office urgent care visits due to asthma; and
- increase the quality of life among people living with asthma.

A. Background

Asthma is a chronic disease of the lungs and is one of the most common chronic diseases in children. Although there is no cure for asthma, much more is known about it today than was known 20 years ago. A public health approach to prevent or control asthma involves educating the public and health professionals on assessment, diagnosis, treatment and management, improving access to quality asthma care, and understanding and eliminating environmental factors that trigger asthma. NYSDOH is actively working with health care providers, community coalitions, schools, families and many other partners to reduce or control asthma so people with asthma can live full and active lives.

Asthma remains a major problem in New York State (NYS) with significant public health and financial consequences. In 2010, an estimated 1.5 million adults had current asthma.[1] Current asthma prevalence among adults increased from 7.7% in 2000 to 9.8% in 2010 and was higher than the national average for every year.[1] During 2006-2009, the annual current asthma

1 *Centers for Disease Control and Prevention. "Behavioral Risk Factor Surveillance System (BRFSS) Prevalence Data". Available from: http://www.cdc.gov/asthma/brfss/default.htm#09*

prevalence for children (0-17 years) was 11% (an estimated 428,000 children).[2] While current asthma prevalence for NYS children is not available at the county level, adult asthma prevalence rates at the local level were generated from the 2008-2009 Expanded Behavior Risk Factor Surveillance System (EBRFSS). The prevalence of current asthma in Erie County adults (aged 18 years and older) was 7.8% (95% CI: 5.4-10.2).

For 2009, the annual asthma emergency department (ED) visit rate was 60.7 per 10,000 Erie county residents. Children (0-4 years) had the highest ED visit rate at 146.0 visits per 10,000 Erie county residents. The age-adjusted ED visit rates were higher among females (72.6/10,000), non-Hispanic Blacks (170.0/10,000) and Hispanics (147.0/10,000) in Erie County. Overall, the annual asthma hospital discharge rate in Erie County increased 6% percent from 57.5 per 10,000 residents in 2000 to 60.7 per 10,000 residents in 2009.

For 2009, the annual asthma hospital discharge rate was 15.4 per 10,000 Erie county residents. Children ages 0-4 years had the highest asthma hospital discharge rate at 52.9 per 10,000. The age-adjusted asthma hospital discharge rates were higher among females (17.4 per 10,000), non-Hispanic Blacks (41.7 per 10,000) and Hispanics (39.2/10,000). Overall, the annual asthma hospital discharge rate in Erie County increased 52% percent from 10.1 per 10,000 residents in 2000 to 15.4 per 10,000 residents in 2009.

During 2007-2009, an average of eight deaths occurred per year due to asthma in Erie County, for an age adjusted asthma mortality rate of seven per 1,000,000 residents. During this time period, non-Hispanic Black residents had the highest age-adjusted asthma mortality rates.

The NYSDOH's Office of Health Insurance Programs has been collecting information to monitor the quality of health care provided by the managed care plans. The Quality Assurance Reporting Requirement indicator for asthma care is the percent of patients with persistent asthma who have received the appropriate medication to control their condition. The proportion of children aged 5–17 years with persistent asthma who received appropriate medications remained stable between 2008 and 2009. In 2009, among persistent asthmatic children, 95 percent of enrollees of commercial plans received appropriate medications for asthma; 92 percent of persistent asthmatic children enrolled in Medicaid managed care plans received appropriate medications, and 94 percent of persistent asthmatic children enrolled in Child Health Plus received appropriate medications. Among persistent asthmatic adults aged 18-56 years, the proportion of adults who received appropriate medications for asthma decreased slightly from 2008 to 2009 for both Commercial insurance and Medicaid managed care plans. While this data is positive, it is limited by the fact that the measure only looks at one medication filled during the measurement year for the population with moderate to severe asthma.

2 *New York State Behavioral Risk Factor Surveillance System, Asthma Call-Back Survey data, 2006-2009*

The crude total cost of asthma hospitalizations for 2009 was approximately $652 million, a 93% increase since 2000. The average cost per hospitalization was $15,508 in 2009 an 88% increase from $8,258 in 2000. In 2009, among the Medicaid managed care population, over $262 million was spent on more than 233,000 individuals for asthma-related services. The average cost was $1,125 per enrollee with asthma.

B. Description of Program

Funding awarded through this Request for Applications (RFA) will support a Regional Asthma Coalition in Erie County to reduce the burden of asthma as demonstrated by a decrease in asthma-related emergency department visits and hospitalizations. The coalition will implement an evidence-based approach to control asthma and improve the quality of care and quality of life for persons/families with asthma in Erie County. The New York State Regional Asthma Coalitions Logic Model **(Attachment 2)** illustrates the context, approach, processes/activities and expected outcomes of the coalition activities.

Community coalitions have proven to be effective mechanisms for building local capacity to address health problems. In general, coalitions are able to span boundaries between populations and organizations, minimize and/or eliminate duplication of effort and services, reach untapped community assets, build trust and respect among organizations despite being in a competitive environment, pool innovative talent and resources and implement interventions that effect changes in systems that individual organizations may not be as able to do. Community coalitions are positioned to promote leadership and integration, test models of change, measure impact of interventions and spread innovation. For more information on coalition-building skills, refer to *The Community Toolbox: Models for Promoting Community Health and Development* (http://ctb.ku.edu/en/tablecontents/index.aspx).

The Regional Asthma Coalition funded through this RFA will implement interventions that translate the four key components of asthma care outlined by the *National Asthma Education Prevention Program (NAEPP), Expert Panel Report (EPR-3), 2007: Guidelines for the Diagnosis and Management of Asthma* into practice in their regions. The *NAEPP, EPR- 3, 2007* provides "recommendations for the diagnosis and management of adults and children with asthma to help clinicians and patients make appropriate decisions about asthma care" (http://www.nhlbi.nih.gov/guidelines/asthma/index.htm). The four key components of asthma care outlined in the guidelines are:

1. Assessment and monitoring of asthma severity and control;
2. Patient education for a partnership in care;
3. Control of environmental factors that affect asthma; and
4. Pharmacologic treatment.

In December of 2008, the Guidelines Implementation Panel (GIP) Report was published to provide recommendations and strategies for overcoming barriers to implementing the guideline recommendations of the EPR-3 to improve acceptance and use of the asthma guidelines http://www.nhlbi.nih.gov/guidelines/asthma/gip_rpt.htm). This report emphasizes six priority key messages that, when acted upon, would most likely result in improvement in asthma care

processes and outcomes. The six priority messages are:

1. Assess asthma severity to determine type and level of initial asthma therapy;
2. Assess asthma control to guide asthma therapy;
3. Review allergen and irritant exposure to provide a multipronged strategy for reduction;
4. Use inhaled corticosteroid for long-term management of persistent asthma control;
5. Complete Asthma Action Plans for all people who have asthma to guide self management; and
6. Plan follow up visits at periodic intervals to assess control and treatment.

The translation of the guidelines into practice will be accomplished through promoting and sustaining interventions around the key elements of a systems change model, the *Chronic Care Model* (http://www.improvingchroniccare.org/index.html). The *Chronic Care Model* summarizes the basic elements for improving chronic care in health systems at the community, organization, practice and patient level. Based on evidence, the *Chronic Care Model* describes what contributes to achieving improved outcomes for a population of patients with chronic disease. The *Chronic Care Model* suggests that to change/improve outcomes (regardless of the chronic condition), fundamental community and health system changes need to occur across the following elements: self management, delivery system design, decision support, clinical information systems, community resources and policies and health care organization. The Regional Asthma Coalition will support the implementation of systems changes to result in improvement in each of these areas defined by the *Chronic Care Model*. The *Chronic Care Model* Checklist for Asthma Coalitions **(Attachment 3)** outlines examples for how the Regional Asthma Coalition may apply the systems change model.

The coalition will employ proven improvement methods, such as those described by the Institute for Health Care Improvement (IHI), for making and sustaining system change interventions in their targeted venues (http://www.ihi.org/IHI/Topics/Improvement/ImprovementMethods/). The coalition will work with and across various health care and community settings to set aims; establish measures; and select, test, implement and spread evidence based interventions aimed at improving asthma outcomes.

C. Geographic Area

The NYSDOH has defined Erie County as a NYS Regional Asthma Coalition region for this RFA. This county was identified as a high risk area using the following information: asthma-related hospital discharge rates, asthma-related emergency department visits, and population density. This RFA will fund up to one Regional Asthma Coalition in Erie County.

D. Target Population

The general target population for this RFA is people with asthma and families of people with asthma, especially those disproportionately affected by asthma, such as children and low income minority populations in Erie County. Applicants need to identify and describe the specific target populations for the coalition activities within Erie County, including the percentage of the target

population the coalition expects to reach. Applicants should utilize local and state data to identify and describe their specific target populations. This data can be accessed at: http://www.health.ny.gov/statistics/ny_asthma/. Risk is defined by asthma-related hospitalization rates and emergency department visits. Gender, race/ethnicity, age, geography, insurance coverage, and /or poverty may be used to describe the target population.

E. Project Period

It is expected that the initial contract period will be for one year, April 1, 2013 through March 31, 2014, with the option of three, one-year renewals to follow.

F. Distribution of Funds

Up to one contract will be awarded. The estimated annual funding of the contract is $180,000. The contract will be awarded to the highest scoring and passing application. Only passing applications, with a score of 70 or greater, will be considered for an award.

In the event that there is not a passing score or any applications submitted, the Department will issue a follow-up Request for Applications.

The final award amount will be contingent upon the total amount of funds available.

II. Who May Apply

A. Minimum eligibility requirements

Eligible applicants must be public or private not-for-profit organizations in Erie County, NY, including but not limited to: hospitals, primary care practices and networks, clinics, physician groups, health plans, local public health agencies, universities and colleges, schools and school districts, voluntary associations, foundations, scientific or professional associations and community based organizations with experience and expertise in the administration of coalitions or collaborative to address public health problems.

Eligible applicants must have in place or develop and implement within one year of the contract start date a comprehensive healthy foods policy for their organization, including use of healthy meeting guidelines. If an applicant does not provide food on-site for staff or visitors (e.g., has no cafeteria, vending machines, store, etc, under its or its organization's control), the applicant must have in place or develop and implement within one year of the contract start date healthy meeting guidelines, which establish that healthy foods will be provided at all organization-sponsored meetings and events. Applicants **MUST** complete, sign and submit the Comprehensive Healthy Foods Policy Status and Intent document **(Attachment 4)** with their application stating that they have or will develop and implement such policies. Refer to the Guidelines for Healthy Meetings **(Attachment 5).**

B. Preferred eligibility requirements

Responses to criteria discussed in this section will be considered in the scoring of applications. Applicants need to demonstrate 1) the financial and administrative capacity to manage a state contract; and 2) the technical expertise to successfully implement the full range of activities outlined in this RFA.

Applicants should demonstrate the ability to lead and manage a coalition or collaboration and engage partners to execute a strategic plan. Competitive applicants will successfully demonstrate a history of leadership, effective collaboration and cooperation among a diverse group of stakeholders. Successful applicants will demonstrate experience and success in coalition building and population-based intervention implementation with measurable results.

Partners, at a minimum, should include people with asthma, families of children with asthma, primary care physicians and specialists, hospitals, health care insurers and payers, health maintenance organizations, certified asthma educators, local public health and environmental health agencies and organizations, school districts and school-based health clinics, daycare centers, and other community-based organizations. In addition, the participation of recognized business, faith-based and community leaders, other health care providers, pharmacists, pharmaceutical companies, and other public and private organizations is encouraged.

Applicants should demonstrate experience with:

- Engaging stakeholders and leading a coalition/collaborative on a regional level;
- Using data to assess local asthma burden;
- Developing a strategic plan to address local health problems;
- Targeting populations with the greatest health disparities;
- Implementing evidenced-based interventions;
- Monitoring, evaluating and reporting the results of the collaborative effort;
- Making policy and system changes in community and health care settings the purpose of improving health outcomes;
- Applying the *Chronic Care Model;*
- Utilizing process and outcome data to make system improvements; and
- Leading a collaborative group to conduct regional, population based sustainable, multi-systems interventions for a specific target population.

The applicant needs to be both the fiscal agency and the lead agency responsible for implementing the work of this initiative. Applicants may subcontract components of the scope of work, but it is expected that the applicant retain a majority of the work (in dollar value) within the applicant organization. For those applicants that propose subcontracting, it is preferable to identify subcontracting agencies during the application process. Applicants that plan to

subcontract are expected to state in the application the specific components of the scope of work to be performed through subcontracts.

Awarded coalitions will be required to utilize "People First" language in all communications including but not limited to documents, publications, media relations and correspondence. Guidance is provided in "People First: Communicating With and About People with Disabilities" (http://www.health.ny.gov/publications/0951.pdf). In addition, all meetings, conferences, and events held by awarded coalitions will be required to be held in fully accessible locations and materials and other communications provided in alternative formats as necessary. Guidance is provided in "How to Plan Events Everyone Can Attend" (http://www.health.ny.gov/publications/0956.pdf) to ensure accessibility by participants with disabilities.

III. Project Narrative/Work Plan Outcomes

A. Project Deliverables

Successful applicants will apply and implement evidenced-based models and interventions through the Regional Asthma Coalition network to decrease the burden of asthma in Erie County. The New York State Asthma Coalitions Logic Model provides a road map for this initiative, linking project activities to the intended outcomes of the initiative.

Successful applicants will be expected to collaborate with local, regional and statewide partners to:

- Establish, maintain, expand, and lead a regional asthma coalition;
- Develop a 4-year Coalition Strategic Plan (by the end of year 1);
- Articulate and apply a population-based, multi-systems, community-wide approach;
- Target areas and sub-populations in Erie County that are disproportionately affected by asthma;
- Work with partners and stakeholders to collaborate and leverage the partnership's collective resources to promote improved asthma outcomes for target populations;
- Promote and sustain system changes that incorporate the NAEPP's four key components of asthma care, emphasizing the six priority messages of the NAEPP GIP report into practice;
- Work in and across a variety of settings (e.g., primary care, schools, daycare, clinics, hospitals, community organizations, emergency departments, health plans, environmental health agencies, public health organizations, businesses and other public and private groups);

- Apply the Chronic Care Model to guide and prioritize the selection of evidence-based system change interventions that aim to improve patient outcomes at the community, health system, organization, practice and patient levels;

- Train partners and providers in the health care and community settings to provide education and support to families/persons with asthma;

- Participate in the wider statewide asthma coalition program for the purpose of accessing a network of statewide experts, learning from other regional coalitions' experience and aligning local efforts with state and federal priorities;

- Improve information and communication systems to monitor and track process and outcome measures;

- Educate the community and elected officials about the importance of asthma control;

- Monitor and report progress and outcomes on a quarterly basis, using standard data measures, that reflect the effectiveness and impact of program activities; and

- Report annually on successes and best practices of the coalition in a format to be specified by NYSDOH.

Community members and decision makers should be well-educated about the asthma burden in Erie County, effective actions to address the asthma burden, and the unmet needs for addressing this problem in communities across New York State. Organizations funded as a result of this RFA will implement activities designed to increase community awareness of asthma, improve recognition of the importance of asthma control, and highlight the burden of the asthma epidemic in their communities. Examples of these activities include: regular communication with elected representatives; annual legislative office visits; and engagement of community members who have suffered as a result of the asthma epidemic to speak on behalf of asthma control.

B. Year One Work Plan, Data Measurement Plan and Budget

Year One Work Plan - a Work Plan Template **(Attachment 6)** is provided.
The Year One Work Plan should include:

- A detailed plan for implementation of a minimum of two policy and/or system change collaborative projects that address the needs of the high risk population in Erie County. The collaborative projects will address a defined target population and will, over time, address all Chronic Care Model component areas, show evidence of system changes and improved health outcomes and ultimately become sustainable in the community, independent of coalition support.

- The Year One Data Measurement Plan is part of the work plan. The successful applicant will monitor and evaluate the impact and outcomes of the collaborative projects described in the Year One Work Plan. The coalition will be required to report on core measures (highlighted in yellow) defined in the New York State

Asthma Coalition Data Measurement Table (**Attachment 7**). This table also includes optional measures (highlighted in green) that coalitions may consider when planning interventions. Optional measures will not be required. It is recommended that those applicants that choose optional measures, select measures from this list.

- The Year One Data Measurement Plan must be completed for each Year One Work Plan project. The Year One Data Measurement Plan includes: measure name; measure definition; measure numerator and denominator; data source and data collection plan.

Year One Budget

- Each project outlined in the Year One Work Plan should be reflected in the Year One Budget. The budget is expected to support work plan deliverables and reflect the overall mission of this RFA.

Budget Instructions and Form **(Attachment 8- Appendix B)** are provided.

C. Staffing Requirements

Coalition staffing is expected to include a minimum of one full-time coalition coordinator. Responsibilities of this position may include: recruitment and retention of coalition members; developing, implementing and evaluating the coalition's strategic asthma plan; leading, organizing, convening, and facilitating coalition steering and working committee meetings; developing and monitoring the coalition budget to support coalition activities, including seeking and applying for new funding opportunities; monitoring program quality, performance and effectiveness; collaborating/networking with other asthma coalitions and presenting regional coalition outcomes at statewide and national meetings; and fulfilling NYSDOH Asthma Program reporting requirements. A sample Asthma Coalition Coordinator job description is provided **(Attachment 9).**

The overall staffing of the coalition should be sufficient to manage the deliverables outlined in this RFA. Staff should have the appropriate educational and professional background and be at a level within their organizational to effectively carry out the stated responsibilities.

D. Reporting Requirements and Sharing of Best Practices

The following reports will be required of awarded applicants:

- Monthly Reports
  Each awarded applicant will be required to complete and submit a standard monthly report, in a format to be provided by the NYSDOH Asthma Program.
- Annual Coalition Presentation
  Awarded applicants will share best practice accomplishments in an annual presentation (organized by NYSDOH).

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the NYS Department of Health, Division of Chronic Disease and Injury Prevention, Bureau of Community Chronic Disease Prevention, Asthma Program. The department is responsible for the requirements specified herein and for the evaluation of all applications.

This RFA and any updates and/or modifications are posted on the Department's website: www.health.ny.gov/funding/.

B. Question and Answer Phase:

All questions must be submitted in writing to:

Jennifer Mane
Asthma Program Coordinator
Bureau of Community Chronic Disease Prevention at:
RACRFA@health.state.ny.us

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

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: www.health.ny.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 on or around the date identified on the cover sheet of this RFA. It is the applicants' responsibility to read and consider the official Q & A/Update document prior to submitting an application.

C. Applicant Conference

There will not be an applicant conference for this RFA.

D. How to File an Application

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

Jennifer Mane, MSW
Asthma Program
Bureau of Community Chronic Disease Prevention
Riverview Center, Suite 350
150 Broadway
Menands, New York 12204

Applicants shall submit **1 original**, **signed application and 3 copies**. Do not bind or staple applications or attachments; rubber bands and paper clips may be used. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. **Applications will not be accepted via fax or e-mail**.

* 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

The contract resulting from this RFA will be effective only upon approval by the New York State Office of the Comptroller.

It is expected that the contract resulting from this RFA will have the following time period: April 1, 2013 through March 31, 2014 followed by three consecutive 12-month renewals.

G. Payment & Reporting Requirements of Grant Awardees

1. The Department may, at its discretion, make an advance payment to not for profit grant contractors in an amount not to exceed 25 percent.

2. The grant contractor will be required to submit quarterly vouchers and required reports of expenditures to the State's designated payment office:

Asthma Program
c/o Shana Weir
NYS Department of Health
150 Riverview Center, Suite 350
Menands, New York 12204

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 epayments@osc.state.ny.us or by telephone at 855-233-8363. 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 vouchers 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 will be required to submit the following periodic reports:
    - Monthly Reports
    - Other reports as determined by the contract.

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

H. Vendor Identification Number

Effective January 1, 2012, in order to do business with New York State, you must have a vendor identification number. As part of the Statewide Financial System (SFS), the Office of the State Comptroller's Bureau of State Expenditures has created a centralized vendor repository called the New York State Vendor File. In the event of an award and in order to initiate a contract with the New York State Department of Health, vendors must be registered in the New York State Vendor File and have a valid New York State Vendor ID.

If already enrolled in the Vendor File, please include the Vendor Identification number on the

application cover sheet. If not enrolled, to request assignment of a Vendor Identification number, please submit a New York State Office of the State Comptroller Substitute Form W-9, which can be found on-line at: http://www.osc.state.ny.us/vendors/substitute_formw9.pdf.

Additional information concerning the New York State Vendor File can be obtained on-line at: http://www.osc.state.ny.us/vendor_management/index.htm, by contacting the SFS Help Desk at 855-233-8363 or by emailing at ciohelpdesk@osc.state.ny.us.

I. Vendor Responsibility Questionnaire

The New York State Department of Health recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.ocs.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep system online at https://portal.osc.state.ny.us.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form.

Applicants should complete and submit the Vendor Responsibility Attestation **(Attachment 10).**

J. General Specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.

2. Contractors 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, 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 judgement 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.

K. 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 A-2	Program Specific Clauses <*if applicable*>
APPENDIX B	Budget
APPENDIX C	Payment and Reporting Schedule
APPENDIX D	Work plan

APPENDIX H Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement <*if applicable*>

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

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 you receive an award.

V. Completing the Application

A. Application Content

1. Cover Page (Attachment 11) (not counted towards overall page limit) Not Scored

2. Program Summary (1 single-spaced page) Not Scored

Provide a one-page overview that summarizes the proposed coalition program.

3. Statement of Need (5 page maximum) 15 points

- Utilize local and state data to describe the burden of asthma in Erie County, and specifically within the required high risk areas where the coalition efforts will be targeted (http://www.health.ny.gov/statistics/ny_asthma). Discuss key demographic characteristics of the population and key characteristics of the geographic area. Include asthma-related hospitalization rates, emergency department visits and other indicators such as mortality rates and urgent care visit rates. Applicants are encouraged to utilize the Targeted Service Area Worksheet **(Attachment 12)** as a guide for this section. The completed Targeted Service Area Worksheet should be included in the application as an attachment and will not be counted towards page limits.

- Describe the specific target population of people with asthma and their families to be served by the coalition. Describe this target population in terms of population density in the area of residence, gender, race/ethnicity, age, geography and /or poverty. Discuss the asthma control, treatment and management issues that affect this specific target population.

- Describe how the coalition will respond to the needs of this population and how this population-based strategy will reach low-income, underserved communities and/or those with a high percentage of racial/ethnic minorities; and considers and/or addresses the needs of individuals with disabilities when planning, implementing and promoting the proposed strategies.

- Identify the current resources, services and efforts available to the target population for the management and treatment of asthma; and explain the gaps and barriers in these resources, services and efforts for the specific target population.

- Describe how the proposed strategies, projects, and partners are appropriate for the Erie County and the specific target population.

4. <u>Coalition Program Plan</u> (8 pages maximum) 20 points

- Utilize the New York State Regional Asthma Coalitions Logic Model **(Attachment 2),** the *Chronic Care Model* Checklist for Asthma Coalitions **(Attachment 3),** and the New York State Asthma Coalition Data Measurement Table **(Attachment 7)** as resources to assist in the development and description of the proposed coalition program plan.

- The description of the program plan should include:

  - **Overall program aim:** Describe in detail what the coalition will aim to accomplish in Year One. The applicant's program aim should be a clear and concise statement of what outcome (s) is intended to be achieved for the specific defined target population. It also should include a description of what interventions will be employed, the settings or venues for the interventions, who will do the interventions, and a specific timeframe for implementation.

  - **Resources and Activities:** Discuss how the coalition will be structured and managed, the type of partners that will be convened and how the coalition will ensure that appropriate coordination exists between and among different programs, disciplines, organizations and any agency that may be named as a subcontractor. Describe the information, personnel and funding resources that will be leveraged and the performance monitoring system that will be used to monitor progress toward achieving the aim of the program. Explain how the coalition will include representatives of the target population in the planning and design of the interventions to achieve the aim of the program.

  - **Interventions and methods:** Describe in detail what policy or system change interventions (based on evidence) will be employed to achieve the coalition program aim. Explain what methods the coalitions will use to translate the 4 key components of the NAEPP, EPR-3, emphasizing the six priority messages of the GIP Report, into practice in the targeted settings and venues. Describe how the health literacy needs of the target population will be addressed through the proposed intervention. Describe the potential reach the interventions will have and how policy and system change efforts will be sustained over time.

  - **Outcomes:** Describe the expected changes the coalition interventions are intended to make. Outcomes can be short term, intermediate and long term. Identify the measures that will be used to assess progress towards these outcomes.

  - **Description of the process for developing a four-year strategic plan**: The completion and submission of a four-year strategic plan is <u>required by the end of Year One</u>. In this section, include a description of the <u>process</u> the coalition will follow in developing the coalition's four-year strategic plan over the course of Year One. The strategic plan, when completed by the end of Year One, will include a narrative overview, timeline and a logic model that describes the planned activities and their relationship to the intended results of the overall mission of the coalition and its

impact on the target population. The Strategic Plan will describe how the coalition will work across all six domains of the Chronic Care Model component areas in a progressive manner over the four-year contract period. Each year, implementation activities should build on the success of the previous year's results and policy and system improvements.

5. <u>Year One Work Plan</u> (not included in page count) 15 points

- **Complete the Work Plan Template (Attachment 6).** The work plan is a detailed plan for implementation of **<u>a minimum of two policy and/or system change projects</u>** within the coalition's overall program plan, that address the needs of the high risk population in that region. The collaborative projects will address a defined target population and will, over time, address all Chronic Care Model component areas, show evidence of system changes and improved health outcomes and ultimately become sustainable in the community, independent of coalition support. The work plan should outline the implementation of the program plan described above. Submit the completed work plan template as an attachment to the application. The work plan will be scored but will not count towards overall page limits.

Instructions for completing the Work Plan Template **(Attachment 5 - Appendix D)**:

- **Contractor Name**: Fill in the name of your organization/coalition.
- **Contract #:** Leave this field blank; to be assigned upon award.
- **Contract Period**: The first year of the project is April 1, 2013 to March 31, 2014.
- **Project Name**: Provide a title for each, individual project to be implemented by the coalition in Year One.
- **Person Completing Work Plan**: Provide name
- **Project SMAART Aim**: Fill in the aim statement, or objective of the project. The project aim should relate to the aim of the coalition. This should be a written statement of the accomplishments expected of the project. The aim should be **S**pecific, **M**easurable, **A**ctionable, **A**chievable, **R**elevant, and **T**imely **(SMAART).** Specific aims are clear, understandable and unambiguous. Measurable aims are assigned numeric goals; progress towards achieving the aim can be assessed utilizing quantifiable measures. Actionable aims identify who will be impacted, what the action will be, and where the project will take place. Achievable aims are realistic. Relevant aims are important and compelling to the coalition's organization and stakeholders. Timely aims are assigned a time-frame in which to be completed.
- **Process and Outcome Measures of Progress towards achieving Aim**: List specific process and outcome measures that will be utilized to assess progress towards accomplishing the stated aim. Refer to the New York State Asthma Coalition Logic

Model **(Attachment 2)** and the NYS Asthma Coalition Data Measurement Table **(Attachment 7)** for relevant measures of progress towards achieving the goals of this RFA.

- **Project -Specific Target Population:** Detail the number of people with asthma included in the specific target population. Describe the setting or venue for the project. Describe the target population including, gender, race/ethnicity, age, income level as applicable.

- **Data sources used to identify the target population for the project:** List the resources that were utilized to identify, define and provide rationale for the specific target population described above.

- **Project-Specific Sustainability Plan:** Provide a brief (125 words or less) explanation of how the anticipated impact of this project will be sustained over time, outside of continued coalition support.

- **Activities:** List the individual activities to be implemented for this project for each of the *Chronic Care Model* elements. Utilize the *Chronic Care Model* Checklist for Asthma Coalitions **(Attachment 3)** as a guide.

- **Person (s), Organization(s) and Responsibilities:** Identify the persons and organizations, categorized by grant-funded staff or other partners, who will participate in and be responsible for implementing the activities of project.

- **Measures of Progress:** For each process and outcome measure listed above, provide the definition for each measure and the numerator and denominator. Refer to the NYS Asthma Coalition Data Measurement Table **(Attachment 7)** for core and optional measures and definitions.

- **Data Source and Data Collection Plan:** For each measure listed above, identify data sources, how data will be collected, monitored and reported.

6. <u>Agency Capacity and Experience</u> (3 pages maximum) 10 points

- Provide a description of the applicant organization. Briefly describe the organization's experience providing the range of services being applied for in this application. If subcontracts are proposed, describe them. Describe how the organization will ensure programmatic accountability. In an appendix, include an organizational chart that shows the location of the proposed staff within the applicant organization.
- Describe the organization's experience in providing the types of activities described in this RFA. Describe relevant experience and capacity of the organization to establish themselves as regional leader in building coalitions, employing quality improvement methods and implementing population–based, system change interventions to address a public health problem.

- Demonstrate the organizational capacity of the applicant to meet the deliverables of this RFA. This description should include: at least, a five year history of leading and managing a regional coalition of diverse stakeholders; employing quality improvement methods to improve health outcomes; designing, implementing and spreading evidence based interventions; monitoring, evaluating outcomes in asthma control and management; and describing the impact of coalition efforts on the target population in a specific geographic region.

7. <u>Staffing Structure and Partnerships</u> (3 pages maximum) 10 points

- Describe the proposed organizational structure of the coalition that will be utilized to meet the deliverables of the grant. In an appendix, attach the proposed coalition organizational chart. The organizational chart is not counted in the page limit.
- List key partners and their roles with the coalition. For each partner, include a letter of commitment that identifies the specific roles, strengths, and contributions of the partner. Include letters of commitment in an appendix. Letters of commitment are not counted in the page limit.
- Describe the proposed staffing pattern and rationale. If known, describe the capacity of the individual who will be hired to fill the position of full-time coalition coordinator. Otherwise, explain the recruitment and hiring process to fill this position. Explain where the position will be located in the organization's hierarchy and the professional level and authority that will accompany the position.
- Include job descriptions for all positions to be funded under this grant. Provide clear criteria for hiring staff including professional qualifications and salary for staff not yet identified. In an appendix, attach the job descriptions. Job descriptions are not counted in the overall page limit.
- Describe the applicant's current administrative staffing pattern for activities such as payroll, bookkeeping, invoicing, and general tracking of administrative and fiscal controls. Describe the qualifications for key fiscal staff, including a description of the staff's experience (if any) with monitoring government grant funds.

8. <u>Program Monitoring and Evaluation</u> (3 pages) 10 points

- Describe the coalition's capacity to conduct program monitoring and evaluation. Address how the implemented policy and system change interventions will be measured and monitored and the resulting impact on the target population will be assessed. Describe the role and involvement of stakeholders in the evaluation processes.

- Provide a narrative summary of the data measurement plan outlined for each project in the Year One Work Plan. Describe your plan for collecting, analyzing and reporting outcome-specific data (i.e. the core and optional measures identified in parts 4 and 5 of this section and selected from the NYS Asthma Coalition Data Measurement Table, (**Attachment 7).**

9. Budget and Justification (not included in page count) 20 points

- Complete a budget for the coalition using the attached instructions and format **(Attachment 8 - Appendix B)**. Applicants are expected to submit a 12-month budget, assuming a start date of April 1, 2013. All costs should be related to the provision of services described in this RFA, be consistent with the scope of services, be aligned with the reach of the proposed project and be reasonable and cost effective.
- Justification for each cost should be submitted in the narrative form.
- Administrative costs may not exceed 10 percent of the total budget.
- NYS-funded indirect costs may not exceed 10 percent of the direct costs and should be fully itemized and justified (i.e., space, utilities, etc.). Please note, an indirect line as a percent of direct or personnel costs, is not an allowable budget line against NYS funding. Indirect costs must be itemized under other, allowable, line items.
- For all existing staff, the Budget Justification must delineate how the percentage of time devoted to this initiative has been determined. This funding may only be used to expand existing activities or create new activities pursuant to this RFA. These funds may not be used to supplant funds for currently existing staff activities.
- Any ineligible budget items will be removed from the budget prior to contracting. The budget amount requested will be reduced to reflect the removal of the ineligible items.
    - Expenditures will not be allowed for the purchase of major pieces of depreciable equipment (although limited computer/printing equipment may be considered).
    - Expenditures will not be allowed for capital construction or renovation.
- Applicants should review established NYS travel and lodging rates when calculating travel costs. Reimbursement for travel and lodging will not exceed the stated standard agency rate and in no case will exceed the approved NYS rates **(see www.osc.ny.gov/agencies/travel/reimbrate.htm).**

B. Application Format

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

Applications should not exceed **23 single-spaced typed pages** (not including the cover page, budget and attachments), using Times New Roman, 12-point font. One point will be deducted if the application is over the page limit in any section. One point will be deducted if 12-point font is not used. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

Section		Page Limit	Weight
1.	Cover Page	Not counted	Not Scored
2.	Program Summary	1 single-spaced page	Not Scored
3.	Statement of Need	5 pages or less	Maximum Score: 15 points
4.	Program Plan	8 pages or less	Maximum Score: 20 points
5.	Work Plan	Not counted	Maximum Score: 15 points
6.	Agency Capacity	3 pages of less	Maximum Score: 10 points
7.	Staffing Structure	3 pages or less	Maximum Score: 10 points
8.	Evaluation	3 pages or less	Maximum Score: 10 points
9.	Budget and Justification	Not counted	Maximum Score: 20 points

Total Possible Score: 100 points
Minimum Passing Score = 70 points)

C. Review & Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH Division of Chronic Disease and Injury Prevention.

In the event of a tie score, the applicant with the highest score on the Program Plan will receive the award.

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

Total anticipated funding available for this initiative is $180,000 per year for four years. The top scoring application will be considered for an award. Only passing applications (minimum score of 70 points) will be considered for an award. A contract will be awarded to the highest scoring applicant. In the event that there is no passing application submitted, the Department will issue a follow-up RFA.

It is anticipated that this RFA will award up to one Regional Asthma Coalition with an annual award of up to $180,000. The final award amount will be contingent upon the total amount of funds available.

The anticipated contract start date is April 1, 2013. The anticipated total project period is April 1, 2013 through March 31, 2017, with an expected initial 12-month contract period of April 1, 2013 through March 31, 2014, followed by three 12-month contract renewals.

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 award of grants from this RFA, applicants may request a debriefing from the NYS DOH/Division of Chronic Disease Prevention/Bureau of Community Chronic Disease Prevention/Asthma Program no later than 10 days 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 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.ny.gov/agencies/gbull/g_232.htm.

Applicants agree that all state funds dispersed under this procurement will, if applicable to them, be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with Executive Order 38, ("Limits on State Funded Administrative Costs and Executive Compensation"), signed in 2012.

VI. Attachments

Attachment 1 – Standard Grant Contract with Appendices
Attachment 2 – New York State Regional Asthma Coalition Logic Model
Attachment 3 – Chronic Care Model Checklist for Asthma Coalitions
Attachment 4 – Comprehensive Healthy Foods Policy Status and Intent Form
Attachment 5 – Guidelines for Healthy Meetings
Attachment 6 – (Appendix D) Work Plan Template
Attachment 7 – New York State Asthma Coalition Data Measurement Table
Attachment 8A – Budget Instructions
Attachment 8B – (Appendix B) Budget Narrative - Justification Form
Attachment 8C – (Appendix B) Operating Budget and Funding Request Worksheet
Attachment 9 – Regional Asthma Coalition Coordinator Sample Job Description
Attachment 10 – Vendor Responsibility Attestation
Attachment 11 – Cover Page Template
Attachment 12 – Targeted Service Area Worksheet
Attachment 13 – Applicant Checklist

GRANT CONTRACT (STANDARD)

STATE AGENCY(Name and Address):
New York State Department of Health
(Insert Specific Program/Address Here)

CONTRACT NUMBER:
_____

ORIGINATING AGENCY GLBU: DOH01

DEPARTMENT ID: _____

CONTRACTOR (Name and Address):

TYPE OF PROGRAM(S):

NYS VENDOR IDENTIFICATION NUMBER:

MUNICIPALITY NUMBER (If Applicable):

CHARITIES REGISTRATION NUMBER:
or ( ) EXEMPT
(If EXEMPT, indicate basis for exemption):

INITIAL CONTRACT PERIOD:
FROM:
TO:

FUNDING AMT. FOR INITIAL PERIOD:

CONTRACTOR HAS ( ) HAS NOT ( ) TIMELY FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS.

MULTI-PERIOD TERM (If Applicable):
FROM:
TO:

THE CONTRACTOR ……. Is Is Not
A Sectarian Entity ☐ ☐

THE CONTRACTOR ……. Is Is Not
A Not-For-Profit Organization ☐ ☐

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

____	Appendix A	Standard Clauses as required by the Attorney General for all State Contracts
____	Appendix A-1	Agency-Specific Clauses
____	Appendix B	Budget
____	Appendix C	Payment and Reporting Schedule
	Appendix D	Program Workplan
____	Appendix X	Modification Agreement Form [to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods]

OTHER APPENDICES

____	Appendix A-2	Program-Specific Clauses
____	Appendix E-1	Proof of Workers' Compensation Coverage
____	Appendix E-2	Proof of Disability Insurance Coverage
____	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.

CONTRACT NUMBER:
_____

CONTRACTOR:

By: _____

_____
Printed Name

Title: _____

Date: _____

STATE AGENCY:
New York State Department of Health

By: _____

_____
Printed Name

Title: _____

Date: _____

STATE AGENCY CLARIFICATION:
"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 _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract.

_____
(Notary)

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. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, 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 requirements as stated in Appendix A-1.

E. Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contract must be submitted to OSC for approval when:

The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or

The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

F. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Work plan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

G. 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.

H. 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.

D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall 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 epayments@osc.state.ny.us or by telephone at 855-233-8363. 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.

E. In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at http://www.osc.state.ny.us/epay.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-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 in confidence and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, and as may be specified in Appendix A-1.

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
http://www.empire.state.ny.us

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

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

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. 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).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.
If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by
State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX A-1
(REV 10/12)

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

i. 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.

ii. 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.

iii. 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 2701, 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.

iv. 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 - any proposed modification to the contract which results in a change equal to or greater than 10 percent (for contracts less than five million dollars) or 5 percent (for contracts more than five million dollars) to the total contract value 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:

    a. 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

    b. 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.

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 Vendor/Grantee Name Here
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 B
BUDGET
(Sample Format)

Vendor/Organization Name: _____

Budget Period (month/day/year): _____ (Commencing on) through (Ending on) _____

Personal Service

No. of Positions	Title	Annual Salary	% Time Devoted to This Project	**Total Amount Budgeted from NYS**

Total Salary _____

Fringe Benefits (Specify Rate) _____

Total Personal Services _____

Other Than Personal Service

Supplies
Travel
Insurance
Telephone
Postage
Contractual Services ***(attach sheet describing work to be performed and estimated costs)***
Equipment ***(attach sheet listing the equipment and the estimated cost)***
Other ***(attach sheet specifying – e.g., meeting expenses, photocopy, etc.)***

Total Other Than Personal Service _____

GRAND TOTAL _____

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: _____ **(required)**

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 ____ percent 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 **(monthly or 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 set-off against any other public funds owed to 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 cancelled.

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. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall 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 epayments@osc.state.ny.us or by telephone at 855-233-8363. 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.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at http://www.osc.state.ny.us/epay.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

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 ____ days after the end date of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

F. The CONTRACTOR shall submit to the STATE ***(monthly or 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 _____.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than _____ 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 expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures 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: _____

Budget Period: _____

Insert Reporting Requirements in this section. Provide detailed requirements for all required reports including type of report, information required, formatting, and due dates. Please note that at a minimum, expenditure reports (to support vouchers) and a final report are required. Expenditure reports should include all appropriate documentation to support expenses incurred and being claimed (e.g., invoices, receipts, proof of payments, payroll registers, etc.) The final report should report on all aspects of the program/project, detailing how the use of grant funds were utilized in achieving the goals and/or deliverables set forth in the Workplan. Other commonly used reports include:

A. Narrative/Qualitative Report - This report properly determines how work has progressed toward attaining the 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 solve them.

B. Statistical/Quantitative Report – This report analyzes the quantitative aspects of the program plan, for example: meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.

Appendix D
P R O G R A M W O R K P L A N
(sample format)

A well written, concise workplan is required to ensure that the Department and the contractor are both clear about what the expectations under the contract are. When a contractor is selected through an RFA or receives continuing funding based on an application, the proposal submitted by the contractor may serve as the contract's workplan if the format is designed appropriately. The following are suggested elements of an RFA or application designed to ensure that the minimum necessary information is obtained. Program managers may require additional information if it is deemed necessary.

I.CORPORATE INFORMATION

Include the full corporate or business name of the organization as well as the address, federal employer identification number and the name and telephone number(s) of the person(s) responsible for the plan's development. Documentation demonstrating whether the contractor is a not-for-profit or governmental organization should also be included. All not-for-profit organizations must include their New York State charity registration number; if the organization is exempt AN EXPLANATION OF THE EXEMPTION MUST BE ATTACHED.

II.SUMMARY STATEMENT

This section should include a narrative summary describing the project which will be funded by the contract. This overview should be concise and to the point. Further details can be included in the section which addresses specific deliverables.

III. PROGRAM GOALS

This section should include a listing, in an abbreviated format (i.e. bullets), of the goals to be accomplished under the contract. Project goals should be as quantifiable as possible, thereby providing a useful measure with which to judge the contractor's performance.

IV.SPECIFIC DELIVERABLES

A listing of specific services or work products should be included. Deliverables should be broken down into discrete items which will be performed or delivered as a unit (i.e. a report, number of clients served, etc.). Whenever possible a specific date should be associated with each deliverable, thus making each expected completion date clear to both parties.

Language contained in Appendix C of the contract states that the contractor is not eligible for payment “unless proof of performance of required services or accomplishments is provided.” The workplan as a whole should be structured around this concept to ensure that the Department does not pay for services that have not been rendered.

GLBU: DOH01

APPENDIX X

Contract Number:	**Contractor:**

Amendment Number X - _____	**Department ID:**

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

This amendment makes the following changes to the contract (check all that apply):

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

This amendment *is* ___ *is not* ___ a contract renewal as allowed for in 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:

$ _____ From ___/___/_____ To ___/___/_____
(Value before amendment)

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

$ _____ From ___/___/_____ To ___/___/_____

This will result in new contract terms of:

$ _____ From ___/___/_____ To ___/___/_____
(All years thus far combined) (Initial start date) (Amendment end date)

Signature Page for:

Contract Number:	**Contractor:**

Amendment Number X - _____	**Department ID:**

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 _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract.

_____
(Notary)

STATE AGENCY SIGNATURE:

By: _____ Date: _____
(signature)

_____
Printed Name

Title: _____

STATE AGENCY CLARIFICATION:
"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."

ATTORNEY GENERAL'S SIGNATURE

By: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Date: _____

Attachment 2

New York State Regional Asthma Coalitions Logic Model

Developed by:
Patricia Waniewski
Trang Nguyen
Marianne Heigel
Melissa Lurie
Amanda Reddy
Endorsed and Approved:
Asthma Guidance Team
09/28/2009

Evidence Based Approach

Asthma Guideline Recommendations

Clinical Guidelines for the Diagnosis, Evaluation and Management of Adults and Children with Asthma- EPR-3, 2007
http://www.nhlbi.nih.gov/guidelines/asthma/index.htm

Four Components of Asthma Care:

1. Assessment and Monitoring of Asthma Severity and Control
2. Education for a Partnership in Care
3. Control of Environmental Factors and Co-morbid Conditions that Affect Asthma
4. Medications (Long Term & Quick Relief)

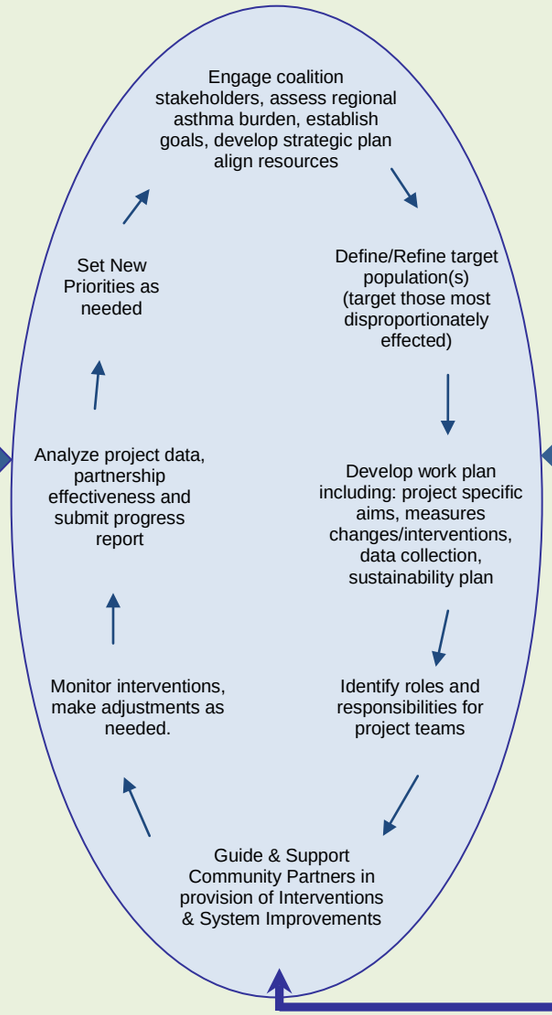
Guideline Implementation Panel (GIP), Report for EPR -3 2009
http://www.nhlbi.nih.gov/guidelines/asthma/gip_rpt.htm

Six Priority Messages:

1. Asthma Severity- initial severity assessment to determine initial therapy
2. Asthma Control- assess level of control based on impairment and risk to guide future therapy
3. Allergen and Irritant Exposure- review exposure to allergens and irritants to provide a multipronged strategy for reduction
4. Inhaled Corticosteroids- for long term management of persistent asthma control
5. Asthma Action Plan- for all people who have asthma to guide self management
6. Follow up Visits- planned follow up visits at periodic intervals to assess control and treatment

Best Processes for Community Change and Improvement*

*http://ctb.ku.edu/en/tablecontents/



Interventions and Methods

System of Improved Chronic Illness Care*

Asthma Change Package

1. Self-Management.
2. Decision Support.
3. Clinical Information.
4. Delivery System Design.
5. Organization of Health Care.
6. Community.

*Chronic Care Model (CCM), http://www.improvingchroniccare.org/
*Guide to Community Preventive Services. Asthma Control www.thecommunityguide.org/asthma/index.html

Improvement Methods**

1. Setting aims
2. Establishing measures
3. Selecting Changes
4. Testing Changes
5. Implementing Changes
6. Spreading Changes

**Institute for Health Care Improvement (IHI) http://www.ihi.org/IHI/Topics/Improvement/ImprovementMethods/

Collaborative Learning Model***

1. Topic selection
2. Enrollment of organizations/teams
3. Learning Sessions
4. Action Periods
5. Measurement/Evaluation
6. Summative Congress/publication

***Adapted from IHI's Breakthrough Series http://www.ihi.org

Process and Short Term Measures

Coalition Project Performance Measures:

- #, % of coalition projects using state and local data to define burden and target interventions
- #, % of coalition projects that engage an appropriate mix and number of stakeholders
- #, % of coalition projects that have a written sustainability plan
- # of CCM components, system changes implemented per project
- # of CCM system changes sustained per project
- # of process, short and long term measures monitored per project
- #, % of target population reached per project
- # of Best Practices shared at local, state and national levels
- Team Assessment Score per project

Clinical Guidelines for Diagnosis, Evaluation and Management of Adults and Children with Asthma

1. Assessment & Monitoring

- #, % of pts who have a documented level of asthma severity
- #, % of pts who have a documented level of asthma control at the last asthma visit
- #, % of pts (6 years and older) who received spirometry in the past 12 months.
- #, % of pts with record of seasonal/novel influenza immunization in the past 12 months
- #, % of pts with race/ethnicity documented
- #, % of pts with language preference documented
- #, % of pts with at least one follow up asthma visit in the past six months

2. Education for a Partnership in Care

- #, % of pts with AAP (home, school, daycare, PCP) that has been developed/updated within the past 6 months
- #, % of pts w/self management goal/readiness plan

3. Control of Environmental Factors

- #, % of pts who were evaluated by history for environmental triggers (allergens and irritants) at the last asthma visit
- #, % of pts that received education on environmental triggers and measures to reduce/eliminate exposure to relevant triggers at the last asthma visit
- #, % of pts (12 years and older) with smoking status assessment
- #, % of pts (12 years and older) that received smoking cessation education and counseling
- #, % of pts with assessment regarding exposure to environmental tobacco smoke (ETS) at the last asthma visit
- #, % of pts of patients that received education regarding exposure to ETS at the last asthma visit
- #, % of eligible pts receiving in-home assessment for exposure to environmental triggers

4. Medications

- #, % of pts with persistent asthma or those who have "not well controlled" or "poorly controlled" asthma that are prescribed an ICS at the last asthma visit

Pts = Patients reached in target population
%: Denominator = Number of patients in the target population, unless noted otherwise (see data measurement plan)

Outside Factors

Long Term Measures

↓ #, % of pts who had an urgent care or unscheduled visit due to asthma in the past three months

↓ #, % pts who had an ED visit due to asthma in the past three months

↓ #, % pts who had a hospitalization due to asthma in the past three months

↓ average # of days of school/work missed due to asthma in the past 12 months

↑ quality of life (e.g. ACT)

Reduce the burden of asthma in New York

Resources	Training and Technical Assistance	Partnerships	Communication	Monitoring & Reporting
NYSDOH Funding	NYSDOH TA	Asthma Partnership of New York	Monthly conference calls	Process & Short Term Measures: Core and Optional
Other funding sources	New York State Asthma Outcomes Learning Network	NICHQ	Email/listserv	Long Term Measures: Optional
NYSDOH Asthma webpage	Asthma Surveillance and Program Evaluation TA	Regional Partners/partnerships	WebEx	Monthly and Quarterly reports
Regional Leadership		NYSDOH regional staff	Presentations/Publications	Statewide Collaborative reporting
CDC Webpage				

Attachment 3

Chronic Care Model* Checklist for Asthma Coalitions

Self-Management	Decision Support	Clinical Information System	Delivery System Design	Health System: Organization	Community: Resources/Policies
Definitions					
Empower and prepare patients to manage their health and health care.	Promote clinical care that is consistent with scientific evidence and patient preferences.	Organize patient and population data to facilitate efficient and effective care.	Assure the delivery of effective, efficient clinical care and self-management.	Creates a culture, organization and mechanisms that promote safe, high quality care.	Mobilize community resources to meet needs of patients.
Strategy					
• *Emphasize the patient's central role in managing their health.* • *Use effective self-management support strategies that include assessment, goal-setting, action planning, problem-solving and follow-up.* • *Organize internal and community resources to provide ongoing self-management support to patients*.*	• *Embed evidence-based guidelines into daily clinical practice.* • *Share evidence-based guidelines and information with patients to encourage their participation.* • *Use proven provider education methods.* • *Integrate specialist expertise and primary care*.*	• *Provide timely reminders for providers and patients.* • *Identify relevant subpopulations for proactive care.* • *Facilitate individual patient care planning.* • *Share information with patients and providers to coordinate care (2003 update).* • *Monitor performance of practice team and care system*.*	• *Define roles and distribute tasks among team members.* • *Use planned interactions to support evidence-based care.* • *Provide clinical case management services for complex patients (2003 update).* • *Ensure regular follow-up by the care team.* • *Give care that patients understand and that fits with their cultural background (2003 update)*.*	• *Visibly support improvement at all levels of the organization, beginning with the senior leader.* • *Promote effective improvement strategies aimed at comprehensive system change.* • *Encourage open and systematic handling of errors and quality problems to improve care (2003 update).* • *Provide incentives based on quality of care.* • *Develop agreements that facilitate care coordination within and across organizations*.*	• *Encourage patients to participate in effective community programs.* • *Form partnerships with community organizations to support and develop interventions that fill gaps in needed services.* • *Advocate for policies to improve patient care (2003 update)*.*
Sample Asthma Coalition Strategies					
1. Promote systematic integration of evidence-based asthma self management support in health care, schools and day care. 2. Partner with appropriate stakeholders to reduce system barriers to self-management. Identify age/cultural/literacy gaps in patient education resources and develop/purchase and disseminate appropriate resources through network physicians. 3. Develop and implement tools to support self-management at home, in school, in physicians' office and at work. 4. Promote integration of asthma self-management education and tools, such as an Asthma Action Plan (AAP) into practice in primary care, daycare, and school setting.	1. Work with health systems to use and distribute the NYS consensus asthma guideline decision support tool (http://www.health.ny.gov/diseases/asthma/pdf/2009_asthma_guidelines.pdf). 2. Work with stakeholders to develop and administer CME on asthma via academic detailing and other evidence based methods [i.e. Physician Asthma Care Education (PACE)]. 3. Coordinate with professional societies and associations to develop/distribute a CME/CE case study educational approach to providers and other professionals on asthma, e.g. http://jeny.ipro.org/files/Asthma/.	1. Formalize linkages/partners and resources to support the development and implementation of a database (registry) of persons with asthma in the primary care, school health, health plan, day care setting. 2. Assess capacity of practice setting (school, daycare, primary care, etc) of developing and setting specific (primary care, school, daycare, etc.) population-based asthma registries. Identify gaps and formulate plans with stakeholders to address the gaps. 3. Establish means to improve access to population specific and other relevant health information for the purpose of improving asthma care outcomes.	1. Establish the role of the AE-C on the care team, enroll them as a Medicaid provider to be eligible for reimbursement for asthma self management training services. 2. Provide technical assistance and support to care settings (primary care, school based health center, school health the provision of a planned care vs. acute care approach to the management of people with asthma. Work with health plans, providers and community organizations. 3. Integrate the assessment education and remediation of asthma triggers, especially smoking and environmental tobacco smoke (ETS) into usual medical care. 4. Connect health care providers with Tobacco Control Program Cessation Centers to increase the percent of patients that are assessed for	1. Engage senior leaders to actively support the improvement effort by removing barriers and providing necessary resources. 2. Empower senior leaders and staff to visibly support and promote the effort to improve asthma care. 3. Make improving asthma care a part of each stakeholder's organization's vision, mission, goals, performance improvement, and business plans. 4. Improve community resource utilization among primary care providers and schools by becoming a regional clearinghouse for: • Educational resources • Case Management-evidence based models • Smoking cessation • Environmental remediation	1. Establish community-wide interventions to assess, remediate, and reduce asthma triggers [especially smoking and environmental tobacco smoke (ETS)]. 2. Work with school districts to develop "asthma friendly school policies." 3. Map regional asthma assets and community resources and distribute to patients, families, providers, etc. 4. Work with providers and community organizations to develop a local system for education support and resources for people with asthma that is responsive to the communities cultural, linguistic, and social needs.

* www.improvingchroniccare.org/index.html

Self-Management	Decision Support	Clinical Information System	Delivery System Design	Health System: Organization	Community: Resources/Policies
5. Expand and formalize a Certified Asthma Educator (AE-C) network to support family/individual self-management needs. 6. Develop and implement plans to better align smokers with smoking cessation resources. Work with local tobacco coalitions to emphasize smoke-free homes, parks, cars, etc. 7. Provide resources and incentives for patients, parents, household members of individual with asthma who smoke to help them quit. 8. Distribute patient specific asthma guideline (to be developed as activity under Decision Support) to members with asthma. Teach patients how to use the guideline to manage their own care and advocate for appropriate health services with their provider. 9. Promote use of group primary care visits to support self-management. 10. Work with Pharmacies to reinforce important asthma messages about self-management. 11. Establish an asthma "mentoring" program where informed and activated families, young adults or children with asthma can teach and model others how to be engaged in controlling their disease. 12. Work with providers and health plans to develop incentives for patients who achieve their self-management goals.	4. Establish local credentialing policies with health plans that require annual CME on asthma. 5. Put the asthma guideline decision support tool in every exam room in the coalition region. 6. Work with providers and health plans to establish a system to assure that patients who meet the criteria for consultation with a specialist are seen by a specialist. 7. Develop a patient specific guideline tool as a reference for patients to understand good asthma care and to assist with advocating for their own care. 8. Increase the number of certified asthma educators by creating the means to support certification and the integration into clinical practice.	4. Work with primary care, health plans, schools, day care settings, etc. to establish a panel of quality asthma measures, based in the asthma guideline, to assess care processes, outcomes and improvement efforts. 5. Partner with providers and health plans to use data to assess medication and service utilization (hospitalizations and emergency department visits) in general and by race, ethnicity, and develop solutions to improve care and close disparity gaps. 6. Research, pilot, test and recommend an electronic system that supports every person with asthma has an AAP that is accessible to the physician, school, and the family.	tobacco use and provided smoking cessation education and counseling (www.talktoyourpatients.org) 5. Partner with Health plans/providers to establish community-wide case management standards based on risk stratification and evidence-based approaches. 6. Work with stakeholders to create improved information links between providers; hospitals, and PCP; PCP and specialist; schools and PCP. 7. Promote continuity of care by assuring: a medical home, continuity in appointments, follow-up after routine and urgent visits. 8. Provide clinicians with a list of vendors they can work with to obtain an inventory of asthma equipment (e.g. spirometry) for their practice site. 9. Establish a Technical Assistance team or partner with organizations that specialize in information management, clinical management of asthma and patient education. Have this team work in practice sites to assist in development of assessment and monitoring documentation tools, patient registry, reminder systems or prepare for medical home certification. 10. Provide incentives/ awards and showcase innovative changes in ambulatory care process/ organization/redesign that improve asthma outcomes. 11. Partner with businesses and employers to leverage resources that support organizational redesign, clinical improvement, and patient satisfaction, e.g. Primary Care Development Corporation (PCDC), Institute for Healthcare Improvement (IHI), Health Disparities Collaborative (HDC), Best Clinical and Administrative Practices (BCAP).	Distribute clearinghouse information to community (schools, hospitals, daycares, etc.) as well as members. 5. Employ/incent training of Certified Asthma Educators to provide group asthma education classes at the primary care site/ schools/daycare centers. 6. Work with health and community organizations to establish quality improvement programs and coalitions to monitor improvement care. 7. Design incentives to promote improved quality outcomes.	5. Develop and distribute information about Medicaid and regional MCO's reimbursement policies for asthma education peak flow meters, spacers, nebulizers, compressors, asthma medication, and professional services. 6. Increase efforts to strengthen awareness of and support for asthma interventions from community members, local policy makers and elected officials. 7. Pilot a program which partners with pharmacists to provide asthma medication education, assess technique of administering asthma medications, evaluate for spacer use, etc. 8. Support/promote and participate in local and regional clinical and community collaborations. 9. Collaborate with Tobacco Control Program Community Partnership initiatives to establish smoke-free multi-unit housing and smoke-free parks and playgrounds (www.tobaccofreeny.com)

* www.improvingchroniccare.org/index.html

Attachment 5

Guidelines for Healthy Meetings

Introduction

The connection between food, physical activity and health are well documented. Offering healthy choices at meetings and other events can make it easier for people to eat healthy foods and be physically active. Making simple changes to foods, drinks and breaks offered at group and community events gives New Yorkers disease-fighting foods and an energy boost without worries about too many calories, too much unhealthy fat, or too much sedentary time. There are three parts to these guidelines – general guidelines, suggestions for menus and physical activities, and a sheet to provide to the vendor.

General Guidelines

Healthy food certainly can taste good. Most food service professionals now have some familiarity with healthier food preparation options and are willing to accommodate requests for changes to their usual fare. You might want to ask for a sample ahead of time. Registration forms should provide space to indicate food allergies or dietary restrictions.

- ✓ Serve low-calorie and low-fat foods.
- ✓ Serve fruits and vegetables whenever possible.
- ✓ Serve small portions (e.g., cut bagels in halves or quarters, etc.).
- ✓ Serve milk (fat-free or 1%), 100% fruit or vegetable juice, water or iced tea (unsweetened) instead of soft drinks.
- ✓ Lunch and dinner don't have to include a heavy dessert – fresh fruit, a fruit crisp or cobbler, small cookies, etc. are fine options.
- ✓ Include a vegetarian option at all meals.
- ✓ Provide reduced-fat or low-fat milk for coffee rather than cream or half and half (evaporated skim milk also works well for coffee - make sure it's not sweetened condensed milk).
- ✓ Provide pitchers of water.

Providing participants with physical activity breaks at meetings and events will help them stay alert and focused. In addition to including physical activity breaks in the agenda, it's important to consider hotel location, facilities and accommodating people of all abilities in any activities planned.

- ✓ Choose a location where participants can easily and safely take a walk or roll. For overnight meetings, choose a place where participants can walk to dinner or evening entertainment. Provide participants with maps of the area showing good walking routes.
- ✓ Choose a hotel that has good, accessible fitness facilities, e.g., a fitness room and pool. Include information about these facilities in materials you send to participants.
- ✓ Consider a casual dress code for the meeting - this allows people to participate in physical activities more easily.
- ✓ Organize physical activity breaks that can be modified or adapted for people of all abilities, such as stretching exercises that can be performed in a seated position.

Attachment 5

Guidelines for Healthy Meetings

Menu Suggestions

Breakfast

- Fresh fruit (cut up and offered with low-fat yogurt dip)
- High-fiber cereals such as bran flakes, low-fat granola or oatmeal
- Fruit toppings (raisins, dried fruit mix, fresh strawberries, bananas, blueberries, peaches) for hot and cold cereals
- Hard cooked eggs
- Vegetable omelets
- Low-fat yogurt
- Eggs made with egg substitute or without yolks
- Thinly sliced ham
- Bagels (cut in half) served with fruit spreads, jams, hummus, or low-fat cream cheese

Light Refreshments

- Consider whether it is necessary to offer a morning and afternoon food break
- Fresh sliced fruit and vegetable tray – offered with low-fat dips
- Whole grain crackers or granola bars (5g fat or less per serving)
- An assortment of low-fat cheeses and whole grain crackers
- Baked Pita chips served with hummus
- Whole grain muffins (cut in half if not serving mini muffins) and whole grain breads
- Low-fat yogurt
- Pretzels, popcorn, baked chips, or trail mixes

Lunch and Dinner

- Salad that includes a variety of mixed salad greens and served with low-fat dressing
- Whole grain breads and rolls
- Mustard and low-fat mayonnaise as condiments for sandwiches, or cranberry sauce if you're offering turkey
- Sandwiches presented in halves, so people can take a smaller portion
- Broth-based soups (using a vegetarian broth), or soups using evaporated skim milk instead of cream
- Pasta dishes (lasagna, pizza) with low-fat cheeses (part skim mozzarella, part skim ricotta) and extra vegetables or pasta with tomato or other vegetable-based sauces
- 4-ounce maximum portions of meat and plenty of low-fat, low-calorie side dishes
- Raw vegetables or pretzels instead of potato chips or French fries.
- Vegetables – steamed, fresh or cooked without butter or cream sauces.

Physical Activity Suggestions

- Organize an early morning physical activity opportunity, e.g., a morning walk.
- If you are planning a walking activity, look for safe walkways with ample width and curb cuts so people who use mobility devices can participate.
- Encourage participants to take the stairs. Place signs near the elevators telling people where the stairs are located.
- Encourage networking by suggesting people take a walk together and talk about their common interests.
- Schedule brief activity breaks in the morning and afternoon, e.g., walking in place, stretching, or resistance band use.

Vendor Information

Guidelines for Healthy Meetings

The following are general guidelines to use when planning meals for meetings and other events. It is important to provide delicious, healthy food choices to help people eat well. We hope that this information will help you work with us to provide healthy meals to our participants.

General Guidelines

- ✓ **Offer low-calorie and low fat foods and/or small portions (e.g. bagels cut in halves or quarters).**
- ✓ **Always offer vegetables, fruit and low-fat milk.**
- ✓ **Include a vegetarian option at all meals.**
- ✓ **Provide no more than a 4-ounce serving of meat.**
- ✓ **Provide pitchers of water.**
- ✓ **Provide at least some whole grain breads and cereals.**
- ✓ **If serving a dessert, provide fresh fruit, fruit crisps, small cookies, or small servings of sorbet.**

Menu Suggestions

Breakfast

- **Fresh fruit.**
- **Yogurt.**
- **High-fiber cereals such as bran flakes, low-fat granola and oatmeal.**
- **Fruit toppings (raisins, dried fruit mix, fresh strawberries, bananas, blueberries, peaches) for hot and cold cereals.**
- **Hard cooked eggs.**
- **Vegetable omelets and eggs made with egg substitute or without yolks.**
- **Thinly sliced ham or Canadian bacon.**
- **Whole grain or part whole grain bagels (cut in half) served with fruit spreads, jams, or low-fat cream cheese.**

Light Refreshments

- **Fresh sliced fruit and vegetable tray – offered with low-fat dips.**
- **Whole grain crackers or granola bars (5g fat or less per serving).**
- **An assortment of low-fat cheeses and whole grain crackers.**
- **Pita chips served with hummus.**
- **Whole grain muffins (cut in half if not serving mini muffins) and whole grain breads.**
- **Low-fat yogurt.**
- **Pretzels, popcorn, baked chips, and trail mixes.**
- **Bagels with low-fat cream cheese or jams - cut bagels in halves or quarters.**
- **Low-fat yogurt.**

Lunch and Dinner

- **Raw vegetables with low-fat dip and fresh fruits.**
- **Salads with low-fat salad dressing on the side.**
- **Broth-based soups (using a vegetarian broth), or soups using evaporated skim milk instead of cream.**
- **Raw vegetable salads marinated in fat-free or low-fat Italian dressing.**
- **Sandwich platters - cut sandwiches in half so people can take smaller portions. Offer mustard and low-fat mayonnaise as condiments on the side. Use whole grain breads.**
- **Pasta dishes made with part skim mozzarella and part skim ricotta cheese (e.g. pizza, lasagna). Serve pasta with tomato or other vegetable-based sauces.**
- **Meat servings limited to a 4 ounce portion (fresh seafood, skinless poultry, lean beef – eye of round, London broil).**
- **Whole grain breads or rolls.**
- **Baked potatoes with low-fat or vegetable toppings on the side.**
- **Salads with dark green lettuces; spinach; beans and peas; grilled, lean meat and low-fat cheeses.**
- **Pasta, tofu and vegetable salads with fat-free or low-fat dressing.**
- **Desserts: frozen yogurt or sorbet, small cookies, small individually wrapped chocolates, fruit crisp.**

Attachment 7

New York State Asthma Coalition Data Measurement Table - 2011-2016

Process, Short and Long Term Measures: Core and Optional

Measure	Definition	Numerator	Denominator	Possible Data Sources
Asthma Coalition Project Performance				
Coalition Stakeholder Representation	Number of actively engaged coalition stakeholders, representing a comprehensive range of affiliates	n/a	n/a	• Work Plan • Active stakeholder contact list, including affiliation, project roles & responsibilities of stakeholder • Meeting minutes
Data utilization for targeting interventions	Percent of asthma projects within an asthma coalition that use state and local data to define burden and target interventions	Number of asthma projects within an asthma coalition that use state and local data to define burden and target interventions	Total number of asthma projects in the coalition	• Work Plan • Strategic Plan • Project summaries/presentations/ storyboards
Stakeholder Representation for asthma projects	Percent of asthma projects within an asthma coalition that engage an appropriate mix and number of stakeholders	Number of asthma projects within an asthma coalition that engage an appropriate mix and number of stakeholders (e.g. comprehensive representation/variety of types of affiliates) and active participation of partners involved in each asthma project)	Total number of asthma projects in the coalition	• Work plan • Strategic Plan • Project summaries/presentations/ storyboards
Project written sustainability plan	Percent of asthma projects that have a written sustainability plan	Number of asthma projects within an asthma coalition that have a written sustainability plan	Total number of asthma projects in the coalition	• Work plan • Strategic Plan • Project summaries/presentations/ storyboards

Chronic Care Model (CCM) components implemented *	Number of CCM components implemented per asthma project	n/a	n/a	• Work plan • CCM grid • Project summaries/presentations/ storyboards
Chronic Care Model (CCM) system changes implemented *	Number of CCM system changes *implemented* per asthma project	n/a	n/a	• Project summaries/presentations/ Storyboards • Progress reports
CCM system changes sustained *	Number of CCM system changes sustained per asthma project	n/a	n/a	• Project summaries/presentations/ Storyboards • Progress reports
Measures monitored*	Number of process, short-term and long-term measures monitored per asthma project	n/a	n/a	• Work plan • Data Measurement Plan
Target population reached *	Percent of target population reached per asthma project	Number of individuals reached in target population per asthma project	Total number of targeted individuals per asthma project	• Attendance records/logs • Registries • Records
Shared Best Practices	Number of Best Practices shared via publications, written “success stories”, and presentations at local , state and national meetings/conferences	n/a	n/a	• Presentations • Publications • Agendas
Team assessment *	Team Assessment Score per project (as defined in the NYSDOH Asthma Coalition Quarterly Report)	n/a	n/a	• ACIC tool

Clinical Guidelines for Evaluation and Management of Adults and Children with Asthma Assessment & Monitoring: Assessment & Monitoring				
Documented severity classification *	Percent of patients in the asthma projects who have a documented level of asthma severity	Number of patients in the asthma projects who have a documented level of asthma severity	Total number of patients in the asthma project	• Medical Record • Registries
Documented control classification *	Percent of patients in the asthma project who have a documented level of control at the last asthma visit	Number of patients in the asthma project who have a documented level of asthma control at the last asthma visit	Total number of patients in the asthma project	• Medical Records • Registries
Spirometry *	Percent of patients in the asthma project ages six years and older who received spirometry in the past 12 months	Number of patients in the asthma project ages six years and older who received spirometry in the past 12 months	Total number of patients ages six years and older in the asthma project	• Medical Records • Registries
Documented seasonal /novel influenza immunization *	Percent of patients in the asthma project with a record of seasonal/novel influenza immunization in the past 12 months	Number of patients in the asthma project with a record of seasonal/novel influenza immunization in the past 12 months	Total number of patients in the asthma project	• Medical Records • Registries
Documented race/ethnicity*	Percent of patients in the asthma project with race/ethnicity documented	Number of patients in the asthma project with race/ethnicity documented	Total number of patients in the asthma project	• Medical Records • Registries • Logs
Documented language preference *	Percent of patients in the asthma project with language preference documented	Number of patients in the asthma project with language preference documented	Total number of patients in the asthma project	• Medical Records • Registries • Logs
Follow-up visit *	Percent of patients in the asthma project with at least one follow up asthma visit in the past six months	Number of patients in the asthma project with at least one follow up asthma visit in the past six months	Total number of patients in the asthma project for at	• Medical Records • Registries • Logs

			least six months	

Clinical Guidelines for Evaluation and Management of Adults and Children with Asthma Assessment & Monitoring: Education for a Partnership in Care				
Asthma Action Plan (AAP) *	Percent of patients in the asthma project with an AAP (home, school, daycare, PCP) that has been developed or updated within the past 6 months (home, school, daycare, primary care provider (PCP))	Number of patients in the asthma project with an AAP (home, school, daycare, PCP) that has been developed or updated within the past 6 months	Total number of patients in the asthma project	• Medical/Facility Records • Registries
Self-management goal/ readiness plan *	Percent of patients in the asthma project with a self-management goal/readiness plan	Number of patients in the asthma project with a self -management goal/readiness plan	Total number of patients in the asthma project	• Medical Records • Registries
Clinical Guidelines for Evaluation and Management of Adults and Children with Asthma Assessment & Monitoring: Control of Environmental Factors				
Evaluation of environmental triggers *	Percent of patients in the asthma project who were evaluated for environmental triggers (allergens: e.g. dust mites, cats, dogs, molds/fungi, cockroaches, rodents; and irritants: e.g. environmental tobacco smoke, chemicals)	Number of patients in the asthma project who were evaluated for environmental triggers (allergens: e.g. dust mites, cats, dogs, molds/fungi, cockroaches, rodents; and irritants: e.g. environmental tobacco smoke, chemicals)	Total number of patients in the asthma project	• Medical Records • Registries • Logs
Education about environmental control measures *	Percent of patients in the asthma project that received education on environmental triggers and measures to reduce/eliminate exposure to relevant triggers, including tobacco smoke, at the last asthma visit	Number of patients in the asthma project that received education on environmental triggers and measures to reduce/eliminate exposure to relevant triggers at the last asthma visit	Total number of patients in the asthma project	• Medical Records • Registries • Logs

Smoking status assessment*	Percent of patients (aged 12 years and older) in the asthma project with smoking status assessment	Number of patients (aged 12 years and older) in the asthma project with smoking status assessment	Total number of patients (aged 12 years and older) in the asthma project	• Medical Records • Registries
Smoking cessation education and counseling *	Percent of patients who assessed positively for tobacco use (aged 12 years and older) in the asthma project that received smoking cessation education and counseling	Number of patients who assessed positively for tobacco use (aged 12 years and older) in the asthma project that received smoking cessation education and counseling	Total number of patients (aged 12 years and older) in the asthma project who assessed positively for tobacco use	• Medical records • Registries
Environmental tobacco smoke (ETS) assessment*	Percent of patients in the asthma project with assessment regarding exposure to Environmental Tobacco Smoke at the last asthma visit	Number of patients in the asthma project with assessment regarding exposure to ETS at the last asthma visit	Total number of patients in the asthma project	• Medical records • Registries
ETS education*	Percent of patients in the asthma project that received education regarding exposure to Environmental Tobacco Smoke at the last asthma visit	Number of patients in the asthma project that received education regarding exposure to ETS at the last asthma visit	Total number of patients in the asthma project	• Medical records • Registries • Logs
In-home assessment for exposure to environmental triggers *	Percent of eligible patients in the asthma project who received in-home assessment for exposure to environmental triggers	Number of eligible patients in the asthma project who received an in-home assessment for exposure to environmental triggers	Total number of patients in the asthma project that were eligible for an in-home assessment for exposure to environmental triggers	• Medical records • Registries • Logs
Clinical Guidelines for Evaluation and Management of Adults and Children with Asthma Assessment & Monitoring: Medications				

Prescribed inhaled corticosteroids (ICS)*	Percent of patients in the asthma project with persistent asthma, or who have "not well controlled" or "poorly controlled" asthma, that have a current prescription for an ICS at the last asthma visit	Number of patients with persistent asthma, or who have"not well controlled" or "poorly controlled" asthma that have a current prescription for an ICS at the last asthma visit	Total number of patients with persistent asthma or those who have "not well controlled" or "poorly controlled" asthma	• Medical records • Registries
Long Term Measures				
Asthma urgent care visits *	Percent of patients who had an asthma urgent care/unscheduled visit in the past three months	Number of patients who had an asthma urgent care/unscheduled visit in the past three months	Total number of patients in the asthma project	• Medical Records • Registries • Logs • Patient Report/Surveys
Emergency department (ED) visits due to asthma *	Percent of patients who had an ED visit due to asthma in the past three months	Number of patients who had an ED visit due to asthma in the past three months	Total number of patients in the asthma project	• Medical Records • Registries • Logs • Patient Report/Surveys
Hospitalizations due to asthma *	Percent of patients who had a hospitalization due to asthma in the past three months	Number of patients who had a hospitalization due to asthma in the past three months	Total number of patients in the asthma project	• Medical Records • Registries • Logs • Patient Report/Surveys
Days of school/work missed due to asthma*	Average number of days of school/work missed due to asthma in the past 12 months	Total number of days of school/work missed due to asthma in the past 12 months	Total number of patients in the asthma project	• Medical Records • Registries • Logs • Patient Report/Surveys • Attendance Records
Quality of life * (e.g. Asthma Control Test)	Percent of patients who reported that their asthma was "Well controlled" or "Completely controlled" during the past four weeks	Number of patients who reported that their asthma was "Well controlled" or "Completely controlled" during the past four weeks	Total number of patients in the asthma project	• Medical Records • Registries • Patient Report/Surveys

* Generate this measure for each asthma project

Attachment 8A

NEW YORK STATE DEPARTMENT OF HEALTH
REGIONAL ASTHMA COALITIONS

BUDGET INSTRUCTIONS

for Completing
Operating Budget and Funding Request

Appendix B

Budget Excel Spreadsheet

COVER PAGE: Provide the information requested on the cover page.

SUMMARY BUDGET PAGE

This table should be completed last and will include the total lines only from (Personal Service) and (Nonpersonal Service) and the Grand Total. Total expense = NYS + other source. Other Source may be in-kind.

PERSONAL SERVICE

Personnel, with the exception of consultants and per diems, contributing any part of their time to the project should be listed with the following items completely filled in (consultants/per diems should be shown as a Nonpersonal Service expense in Nonpersonal Service pages.).

Title: The title given should reflect employees of your organization. Staff not on your payroll, including consultants and per diems, should be shown in Nonpersonal Service pages.

Annual Salary: Regardless of the amount of time spent on this project, the total annual salary for each position should be given.

% FTE: The proportion of time spent on the project based on a full time equivalent (FTE) should be indicated. One FTE is based on the number of hours worked in one week by salaried employees (e.g. 40 hour work week). To obtain % FTE, divide the hours per week spent on the project by the number of hours in a work week. For example, an individual working 10 hours per week on the project given a 40 hour work week = 10/40 = .25 (show in decimal form).

# of Months: Show the number of months out of 12 worked for each title. [If an employee works 10 months out of 12, then 10 months/12 months = .833. This ratio is part of the total expense calculation below.]

Total Expense: Total expense can then be calculated as follows:

Total Annual Salary X % FTE X (months worked/12) = Total Expense.

Fringe Benefits: Insert the fringe rate in the space provided. Multiply this rate by the Subtotal Personal Services amount in the Total Expense column. The total fringe amount should be shown and distributed between NYS and Other Source as appropriate.

FRINGE BENEFIT RATE

Specify the components (FICA, Health Insurance, Unemployment Insurance, etc.) and their percentages comprising the fringe benefit rate, then total the percentages to show the fringe benefit rate used in budget calculations. If different rates are used for different positions, submit additional documentation for each rate and specify which positions are subject to which rate.

NONPERSONAL SERVICE

All nonpersonal service expenses should be listed regardless of whether or not funding for these expenses is requested from New York State. As with the Personal page, distribute total expense between NYS and other source (specify other source) if applicable.

BUDGET NARRATIVE/JUSTIFICATION FORM

Using the Budget/Narrative Justification Form, provide a justification/explanation for the expenses included in the Operating Budget and Funding Request. The justification must show all items of expense and the associated cost that comprise the amount requested for each budget category (e.g. if your total travel cost is $1,000, show how that amount was determined - conference, local travel etc.), and provide an explanation of how these expenses relate to the goals and objectives of the project.

PERSONAL SERVICE

Include a description for each position, including the percentage of time spent on various duties where appropriate, on this form. Contracted or per diem staff are not to be included in personal services; these expenses should be shown as consultant or contractual services under nonpersonal services. An Indirect line as a percent of personnel cost, is not an allowable budget line against NYS funding.

NONPERSONAL SERVICE

Any item of expense not applicable to the below categories must also be listed along with a justification of need. An Indirect line as a percent of direct cost, is not an allowable budget line against NYS funding.

Office Supplies/Technology

Provide a delineation of the items of expense and estimated cost of each item along with justification of their need. Anticipated Office Technology item purchases of $200.00 or more will need supporting documentation when vouchering against these line items (provide copies of receipts/invoices along with serial numbers and location of the item(s). Some routine supplies may be consolidated.

Travel

Provide a delineation of the items of expense and estimated cost by in-state and out-of-state travel (i.e., travel costs associated with conferences, including transportation, meals, lodging, registration fees; administrative travel vs. programmatic travel; staff travel) and estimated cost along with a justification of need. Costs should be based upon state travel reimbursement policy. Any out of state travel needs written pre-approval from DOH contract manager.

Contracted Service/Consultant/Per Diem

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

Consultants/Per Diems- Provide name, hours worked and rate of pay. Provide a justification of why the consultant's/per diems service is needed. Justification should include the name of the consultant/per diem person, the specific service to be provided and the time frame for the delivery of services.

Equipment

Delineate each piece of equipment and estimated cost along with a justification of need. Only limited computer/printing equipment may be considered.

Administrative Costs

NYS-funded indirect costs may not exceed 10 percent of the direct costs and should be fully itemized and justified (i.e., space, utilities, etc.)

Miscellaneous

Other items not applicable to the above categories should be listed separately. Provide a detailed breakdown of all expenditures in this category. Provide justification for expenditure.

* Use the EXEL SPREADSHEET for BUDGET documentation

Attachment 9

JOB DESCRIPTION

REGIONAL CHILDHOOD ASTHMA COALITION
ASTHMA COORDINATOR

The asthma coalition coordinator is a key management position within the coalition. This position achieves results by working with and through key coalition stakeholders who are involved in the prevention, diagnosis, treatment and management of asthma in children and their families.

Specific responsibilities include but are not limited to: coalition building, including recruitment and retention of coalition members; developing, implementing and evaluating the coalition's strategic and operational asthma plan; leading, organizing, convening, and facilitating coalition steering and working committee meetings and special projects; developing and monitoring the coalition budget to support coalition activities, including seeking and applying for new funding opportunities; monitoring program quality, performance and effectiveness; collaborating/networking with other asthma coalitions and presenting regional coalition outcomes at statewide and national meetings. The incumbent is also directly responsible for all reporting requirements to the NYS Department of Health's Childhood Asthma Coalition Coordinator.

Qualifications include: Bachelors degree in a health related field and at least 5 or more years of demonstrated progressive leadership and management experience in health related field required. Masters degree in public health, nursing, health education, public administration or business administration preferred.

Required skills: Excellent written, oral, interpersonal skills. Demonstrated competency in program development, implementation and evaluation of health related programs. Ability to work with internal and external partners at multiple levels within organizations and across localities. Word processing, spread sheet, internet navigation, and database management required. Travel is an essential requirement of this position.

Attachment 13

RFA: A Systems Approach for Reducing the Burden of Asthma in Erie County

Applicant Checklist

- ☐ Cover Page
- ☐ Application Narrative
  - ☐ Program Summary
  - ☐ Statement of Need
  - ☐ Coalition Program Plan
  - ☐ Agency Capacity and Experience
  - ☐ Staffing Structure and Partnerships
  - ☐ Program Monitoring and Evaluation
- ☐ Attachments
  - ☐ Attachment 4 – Completed and Signed Comprehensive Healthy Foods Policy Status and Intent Form
  - ☐ Attachment 6 – (Appendix D) Completed Work Plan
  - ☐ Attachment 8 – (Appendix B) Completed Budget Forms with Justification
  - ☐ Attachment 10 – Signed Vendor Responsibility Attestation
  - ☐ Attachment 12 – Completed Targeted Service Area Worksheet
  - ☐ Organizational Chart
  - ☐ Letters of Commitment