

**RFA Number 0802011005**

**New York State  
Department of Health  
Office of Long Term Care  
Division of Home and Community Based Services**

**Request for Applications**

**Adult Care Facility Resident Air Conditioning Initiative**

-----  
*KEY DATES*

**RFA Release Date: March 7, 2008**

**Questions Due: March 26, 3008**

**Answers Will Be Posted: April 9, 2008**

**Applications Due: May 27, 2008**

**DOH Contact Name & Address:**

**Patricia Kennedy Madia  
New York State Department of Health  
Division of Home and Community Based Services  
Bureau of Continuing Care Policy Initiatives  
161 Delaware Avenue  
Delmar, New York 12054  
(518) 408-1600**

# Table of Contents

<b>I.</b>	<b>Introduction.....</b>	<b>4</b>
	Description of Program	
	Background/Intent	
	Problem/Issue resolution sought for	
<b>II.</b>	<b>Who May Apply.....</b>	<b>5</b>
	Minimum eligibility requirements	
	Preferred eligibility requirements	
<b>III.</b>	<b>Project Narrative/Work Plan Outcomes.....</b>	<b>6</b>
	Expectations of Project	
	Problems/Issues to be solved through this RFA	
<b>IV.</b>	<b>Administrative Requirements.....</b>	<b>7</b>
	A. Issuing Agency	
	B. Question and Answer Phase	
	C. Applicant Conference	
	D. How to File an Application	
	E. The Department’s Reserved Rights	
	F. Term of Contract	
	G. Payment methods and Reporting Requirements of Grant Awardees	
	H. Vendor Responsibility Questionnaire	
	I. General Specifications	
	J. Appendices included in DOH Grant Contracts	
<b>V.</b>	<b>Completing the Application.....</b>	<b>14</b>
	A. Application Content	
	B. Application Format	
	C. Review Process	

**VI. Attachments.....22**

- Attachment 1: Table of Contents
- Attachment 2: Application Cover Sheet
- Attachment 3: Regional Chart of Award Areas
- Attachment 4: List of NYSERDA Pre-Qualified Equipment
- Attachment 5: Workplan (Grant Contract Appendix D)
- Attachment 6: Payment & Reporting Schedule (Grant Contract Appendix C)
- Attachment 7: Self-Evaluation
- Attachment 8: Letter of Interest
- Attachment 9: Standard Grant Contract with Appendices
- Attachment 10: Vendor Responsibility Attestation
- Attachment 11: “No Utility Costs to Residents” Certification
- Attachment 12: Agreement of Resident Council
- Attachment 13: Resident Petition in Support
- Attachment 14: Budget Narrative
- Attachment 15: Application Budget Format (Grant Contract Appendix B)
- Attachment 16: Budget Statement – Report of Expenditures

## I. Introduction

New York State, through the State Department of Health, licenses and supervises over 500 adult care facilities (ACF). These facilities provide temporary or long-term, non-medical residential care services to adults who are substantially unable to live independently, due to physical or other limitations associated with age, physical or mental disabilities or other factors. Residents of adult homes and enriched housing programs are provided with residential services on a long-term basis. Most residents of adult care facilities are in need of supervision and personal care services to enable them to maintain good personal health and hygiene, carry out the basic activities of daily living, and to participate in the ongoing activities of the facility.

The State Fiscal Year (SFY) 2007-2008 Budget authorizes \$3.8 million for the purpose of awarding grants to operators of ACFs to provide for the installation, operation and maintenance of air conditioning in resident rooms. A previous RFA awarded \$2.0 million in SFY 2006-07 appropriations and \$769,662 from SFY 2007-08 appropriations. The Department is proposing to award \$2.0 million in this RFA. This is one-time funding and awards will be capped at \$75,000 per project. Up to an additional \$1,000 will be allowed to pay for all or a portion of the cost of a New York State Energy Research and Development Authority (NYSERDA) energy audit. Allowable expenses exclude any expenses incurred prior to April 1, 2008. Allowable expenses include all reasonable and appropriate costs related to the purchase, installation, operation and/or maintenance of air conditioning in ACF resident rooms. Any equipment purchased must either be NYSERDA pre-qualified (See Attachment 4) or EnergyStar rated. **NOTE: While operating costs may be built into the application and granted to awardees, applications that propose to charge residents additionally for operational costs will be eliminated without further review.**

Many residents in ACF's are of advanced age or have medical conditions which make them particularly susceptible to heat-related illness and complications. A large number of residents are prescribed psychotropic or other medications which greatly diminish their ability to withstand warm temperatures. Each operator must provide a program that promotes the social, physical and mental well being of the residents. To assist in meeting this goal, the Department will issue up to \$2 million for the purpose of awarding grants to operators of ACFs to provide for the purchase, installation, operation and maintenance of air conditioning in resident rooms.

At the same time, by installing air conditioning equipment pre-qualified by NYSERDA or Energy Star, facilities will be in compliance with New York's "15 by 15" Energy Savings Strategy set forth by Governor Eliot Spitzer. New York's goal is to, by 2015, decrease the demand for power by 15 percent from forecasted levels through efforts to increase energy efficiency. By using NYSERDA pre-qualified or Energy Star equipment, facilities will spend less on energy costs, allowing them to use the dollars saved on other programs or services which would enhance the quality of life of residents. It is estimated that Governor Spitzer's "15 by 15" strategy alone would result in an air carbon dioxide reduction of about 12.8 million tons. The "15 by 15" proposal – to completely eliminate growth in New York's forecasted electricity by 2015 – is the most aggressive in the nation, making New York the only state to commit to

actually lowering electricity consumption below current levels. This RFA provides facilities with not only the opportunity to enhance the quality of resident life, but to do it in the most energy-efficient manner possible, both reducing their own energy costs and the energy use and pollution of the State.

The Department intends to award funding to at least one project from each region that submits an acceptable application. Therefore, the highest scoring acceptable application in each of the regional areas noted in this RFA will be awarded funding. After an award has been determined for each region that submits an acceptable application, the scores of the remaining applications will be rank ordered and will compete with all other applications, regardless of region, until the maximum number of applications that can be fully funded have been selected. Please see Attachment 3 setting forth the regions as defined by county.

## **II. Who May Apply**

**Minimum Eligibility Requirements.** Organizations eligible to respond to this Request for Applications (RFA) are Adult Homes and Enriched Housing Programs certified pursuant to Article 7 of Social Services Law and Title 18 (Part 485) of the New York Codes, Rules and Regulations. Facilities who received grants under the previous ACF Air Conditioning Initiatives are not ineligible to apply under this RFA. Examples of previous grantees who may apply are those who received funding in a previous grant which only partially funded the purchase/installation of air conditioning and will purchase and/or install additional air conditioning if awarded monies under this RFA, or those facilities which are 100% air conditioned (either funded by previous RFA or other means) and will use grant awards to pay for operational expenses.

**Preferred Eligibility Requirements.** In distributing such funds, the Department of Health will give priority to those applicants whose residents demonstrate the highest level of need, including but not limited to those with psychiatric disabilities and the elderly, and with consideration to applicants in the greatest financial need of such assistance. While applications will be accepted for replacement systems or repairs of existing functional equipment, preference will be given to applications from ACFs that currently do not have sufficient air conditioning. Applicants may also apply for operational costs of the air conditioning, either in addition to purchase/installation of air conditioning, or solely for operational costs. Applicants who seek funding for operational costs only need not conduct a NYSERDA energy audit.

For purposes of this RFA, facilities are required to use equipment that has been pre-qualified by NYSERDA, as listed in Attachment 4. More information on NYSERDA can be found at <http://www.nyserda.org> or by calling 1-866-NYSERDA (1-866-697-3732). Those facilities installing NYSERDA pre-qualified equipment may be eligible for incentives; information on how to apply for incentives described in Attachment 4 can be found at [http://www.nyserda.org/programs/Commercial\\_Industrial/cipp.asp](http://www.nyserda.org/programs/Commercial_Industrial/cipp.asp). This cost-sharing program is NYSERDA program opportunity notice (PON) #1101 “Enhanced Commercial Industrial Performance Program” which is on-going. The Department recommends that facilities which are eligible for and

receive NYSERDA equipment incentives reinvest the amount of the incentive into programs within the facility which would benefit residents. The incentives could be used to alleviate the cost of the facility obligation not to pass through energy costs associated with grant funded equipment onto residents. An application which describes a facility's plan to reinvest NYSERDA incentives will receive a higher technical score than a facility which chooses not to reinvest such incentives.

For those facilities applying for room-sized air conditioners, facilities must use Energy Star certified equipment; information on ENERGY STAR can be found at: <http://www.energystar.gov>. However, no NYSERDA incentives are available for this type of equipment.

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

Problems/Issues To Be Resolved Through This RFA. Many residents in adult homes and enriched housing facilities are of an advanced age or have medical conditions and/or are dependent on medications which make them particularly susceptible to heat-related discomfort or illness. Residents with health/medication issues who have the greatest financial need of such assistance are the population that is being targeted as those most in need for this initiative.

The Department is seeking applications from adult homes and enriched housing facilities which will use the grant funds to provide air conditioning in resident rooms where a) it does not currently exist, b) although existing, needs upgrade or repair. Funds may also be used for operational costs of the air conditioning service. Residents cannot be charged operational costs for air conditioning.

The New York State Energy Research and Development authority (NYSERDA), through contractors located throughout the State, conducts energy audits of facilities to assist energy customers to lower energy bills and improve energy performance. The Department of Health encourages applicants to conduct a NYSERDA Energy Audit prior to submission of its proposed workplan (Attachment 5). Additional scoring weight will be given to applicants who have an energy audit conducted and propose to implement the recommendations (to be indicated on the grant application workplan). Energy audits may be applied for directly through NYSERDA at <http://www.nyserda.org/programs/energyaudit.asp> (for facilities with utility bills up to \$75,000 per year), or <http://www.nyserda.org/programs/flextech.asp> (for facilities with utility bills over \$75,000 per year). For facilities receiving a grant, up to \$1,000 (over the \$75,000 cap) will be allowed to pay for the costs of energy audits conducted through the NYSERDA programs. If the energy audit costs exceed \$1,000, such costs will be allowable as part of the grant budget. Facilities who have had a NYSERDA energy audit within the past twelve months and propose to implement its recommendations in this application should state so in their grant application, as those applications will be eligible for additional scoring consideration.

Expectations of Project. It is expected that facilities will provide air conditioning for resident rooms, including purchase, installation and maintenance as necessary. The contract period is one year, although it is optimal that such air conditioning be installed and operational by the onset of warm weather, it is expected that all purchasing and work involved with installation will be completed during

the term of the contract.

In addition to contract reports listed in Appendix C (Attachment 6) of the Standard Grant Contract and Appendices (Attachment 9), applicants are expected to submit to the Department the Self-Evaluation form (Attachment 7) no later than thirty (30) days after the last payment voucher is submitted.

## **IV. Administrative Requirements**

### **A. Issuing Agency**

This RFA is issued by the NYS Department of Health, Office of Long Term Care (OLTC), Division of Home and Community Based Services. The Division is responsible for the requirements specified herein and for the evaluation of all applications.

### **B. Question and Answer Phase:**

All substantive questions must be submitted in writing to:

Patricia Kennedy Madia  
New York State Department of Health  
Division of Home and Community Based Services  
Bureau of Continuing Care Policy Initiatives  
161 Delaware Avenue  
Delmar, New York 12054  
Fax: (518) 408-1145  
e-mail: [ACFair@health.state.ny.us](mailto:ACFair@health.state.ny.us)

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

Questions of a technical nature can be addressed in writing or via telephone by calling Patricia Kennedy Madia at (518) 408-1600. **Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.**

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

This RFA has been posted on the Department of Health's public website at:

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

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions), please complete and submit a letter of interest (see Attachment 8). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing update information.

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

### **C. Applicant Conference**

**An Applicant Conference will not be held for this project.**

### **D. How to file an application**

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

New York State Department of Health  
Division of Home and Community Based Services  
161 Delaware Avenue  
Delmar, New York 12054  
Attention: Patricia Kennedy Madia

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

**F. Term of Contract**

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

It is expected that contracts resulting from this RFA will have the following time period: twelve months from April 1, 2008 through March 31, 2009.

**G. Payment & Reporting Requirements of Grant Awardees**

1. The State (NYS Department of Health) may, at its discretion, make an advance payment to not for profit grant contractors in an amount not to exceed twenty-five (25) percent of the award.
2. The grant contractor will be required to submit invoices and required reports of expenditures to the State's designated payment office:

Priscilla S. Davis  
Bureau of Continuing Care Policy Initiatives  
New York State Department of Health  
Division of Home and Community Based Services  
161 Delaware Avenue  
Delmar, New York 12054

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be: the Department will reimburse for actual expenses incurred as allowed in the contract budget and work plan upon the operator's submission of appropriate expenditure reports, accompanied by receipted invoices.

3. The grant contractor will be required to submit the following periodic reports:

A. Narrative/Qualitative Report

The grant contractor will submit, on a quarterly basis, not later than thirty (30) days after the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how the grant contractor has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Attachment 5). (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

The grant contractor will submit, on a quarterly basis, not later than thirty (30) days after the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

C. Expenditure Report

The grant contract will submit, on a quarterly basis, not later than thirty (30) days after the end of the quarter, a NYS DOH Budget Statement – Report of Expenditures (Attachment 16), by object of expense. This report must accompany the vouchers submitted for such period.

D. Final Report

The grant contract will submit and final report and a self-evaluation form (Attachment 7), as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan.

All payment and reporting requirements will be detailed in Appendix C of the final grant contract. All required reports and self-evaluation shall be submitted to:

Patricia Kennedy Madia  
Bureau of Continuing Care Policy Initiatives  
New York State Department of Health  
Division of Home and Community Based Services  
161 Delaware Avenue  
Delmar, New York 12054

## **H. Vendor Responsibility Questionnaire**

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

## **I. General Specifications**

1. By signing the "Application Cover Sheet" (Attachment 2) each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.

4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
  - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
  - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
  - c. If, in the judgement of the Department of Health, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the 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.

## **J. Appendices**

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

APPENDIX A - Standard Clauses for All New York State Contracts

APPENDIX A-1 Agency Specific Clauses

APPENDIX B - Budget  
(Attachments #14 & #15)

APPENDIX C - Payment and Reporting Schedule  
(Attachment #6)

- APPENDIX D - Workplan  
(Attachment #5)
- APPENDIX H - Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
- APPENDIX E - Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

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

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

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

receive an award.

## V. Completing the Application

### A. Application Content

TECHNICAL COMPONENT. The following documentation shall be enclosed in a sealed envelope and shall state on the front:

RFA Name/# \_\_\_\_\_  
Applicant Name \_\_\_\_\_  
"Technical Component"

1. Cover Sheet. Use Attachment 2. Do not leave any questions blank. **Do not alter it in any way.** Please sign in ink. Please attach a photo copy of your operating certificate to this application. Do not send the original operating certificate. If you fail to include the cover sheet, your application will be disqualified.

2. Program Summary. Do not exceed eight (8) pages, one-sided, no smaller than 10-point font size, single spaced. Please number all pages consecutively and add the page numbers on Attachment 1, *Table of Contents*. Use the following outline:

a) Program Description: Briefly describe the facility's characteristics in terms of size, location, clientele and mission.

b) Statement of Need: Describe the identified need in the applicant's facility that would be met or mitigated with the awarded funds. Provide the following specific information:

i) Information as to how many residents (e.g., percentage of total population) would be positively affected by the proposed improvement. For example, whether the proposed improvement affects one facility area/segment of the population or the entire ACF.

ii) A description of the residents who will be served in terms of percentage of those who have psychiatric disabilities and percentage of those with other circumstances that enhance their need for air conditioning. Describe "other circumstances" if necessary.

iii) What percentage of total residents and application residents are SSI/Safety Net recipients?

c) Application Organization.

i) Describe current status of air conditioning in the ACF. If there is no air

conditioning in the ACF, please state so. If there is air conditioning, please elaborate as to where it is in the facility – is it in public areas only, resident rooms only, or both? If there is air conditioning in some but not all resident rooms, please state how many total resident rooms, and how many of the total have air conditioning. If there is air conditioning, is it functional, in need of upgrading, in need of repair? If there is air conditioning, what type (i.e., central, room, combination of central and room)? Please be specific.

ii) How will proposed funds be distributed in terms of equipment costs versus operational costs. Indicate whether a NYSERDA energy audit was conducted. If so, please indicate what part of the recommendations of such audit will be implemented with grant funds. **NOTE: In the technical component, this breakout must be in the form of percentages of total award, NOT DOLLAR AMOUNTS.**

iii) Applicant **MUST** state by signing Attachment 11, “ No Utility Costs to Residents” that residents will not be charged utility costs for the use of air conditioners supplied under this RFA or under RFA #0611100130.

d) Facility Financial Characteristics. Attach a photocopy of the facility’s annual audited financial reports for 2005 and 2006 to your application. In this section of the Program Summary, provide total revenues and total expenses for 2005 and 2006 as stated in the audited financial reports attached to your application. Indicate the page number(s) in the audited financial reports on which the figures for total revenues and total expenses are found.

e) Resident Demographic Characteristics: Provide information on the following as of December 31, 2006: number of licensed beds; number of residents; average age for residents; number of residents 65+ and number under 65 years old; number of residents eligible for Supplemental Security Income payments (SSI) and/or Safety Net benefits.

f) Project Organization and Management. Describe how the project will be organized and managed in order to ensure successful and timely completion, within budgetary limits.

g) Work Plan. Use Attachment 5. Describe major or significant tasks in chronological order that must be completed for the proposed project. Provide for each task a start and end date. Include the titles and names (if known) of the individuals and/or sub-contractors who will be responsible for the each. Confirm that either NYSERDA pre-qualified equipment (listed on Attachment 4) or Energy Star equipment will be used; please be specific, providing name/model number or other identifying information of the equipment to be used. Please state whether the equipment is NYSERDA pre-qualified or Energy Star.

3) Agreement of Resident Council. Use Attachment 12. If you are an adult home, applications must include the Resident Council Agreement which documents that the Resident Council supports and agrees to the project proposed by the operator. The Agreement must be signed by the President of the Resident Council and the Operator. Applications from Adult Homes which do not

include the signed Resident Council Agreement will be rejected without review.

Resident Petition in Support. Use Attachment 13. Enriched Housing Programs are not required to have a formal Resident Council. For purposes of demonstrating that residents support the project, if the EHP does not have a Resident Council, then the EHP must complete and submit the Resident Petition in Support. Applications from EHPs which include neither the Agreement of Resident Council nor the Resident Petition of Support will be rejected without review.

***The Following Must Be Placed in a Separately Sealed Envelope:***

FINANCIAL COMPONENT . The following documentation shall be enclosed in a sealed envelope and shall state on the front:

RFA Name/# \_\_\_\_\_  
Applicant Name \_\_\_\_\_  
“Financial Component”

4) Budget Narrative. Use Attachment 14. Briefly describe the proposed air conditioning application in terms of intent and scope of project, equipment and operational costs and how many residents will be served. Indicate whether a NYSERDA energy audit was conducted. Do not exceed one page, one-sided, normal font, no smaller than 10 point, single-spaced. The Department reserves the right to evaluate equipment and operational costs separately at cost per resident and rank applications accordingly in the financial review, as outlined in Section V of this RFA.

5) Budget/Cost Sheet. Use Attachment 15. Applicants should submit a 12-month budget, assuming April 1, 2008, start date. All costs must be related to the provision of air conditioning pursuant to this RFA. Ineligible budget items will be removed from the budget before the budget is scored. The budget amount requested will be reduced to reflect the removal of the ineligible items. If you obtained a NYSERDA energy audit and are planning to implement audit recommendations in this proposal, you may include the cost of the audit in the “other” category. A maximum of \$1,000 of the audit costs may be excluded from the \$75,000 grant limit. If you do not include the cost of the audit in your budget as directed, you will not be reimbursed for the cost. Do not include the costs of the audit in the budget narrative. It will not be included in the calculation of the “Total Cost Per Resident” of your proposal.

**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 *eight (8)* single-spaced typed pages (not including the cover page, budget and attachments), using a font not smaller than 10 point size. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

Weighted Score Values:

- |   |                   |                              |
|---|-------------------|------------------------------|
| 1. Cover Page                           | (Attachment 2)    | (Pass/Fail)                  |
| 2. Program summary                      | (8 pages or less) | (Total Score: 55 points)     |
| a. Program Description                  |                   | (Maximum Score: 3 points)    |
| b. Statement of Need                    |                   | (Maximum Score: 7 points)*   |
| c. Applicant Organization               |                   | (Maximum Score: 7 points)**  |
| d. Facility Financial Characteristics   |                   | (Maximum Score: 14 points)   |
| e. Resident Demographic Characteristics |                   | (Maximum Score: 4 points)*** |
| f. Project Organization & Management    |                   | (Maximum Score: 5 points)    |
| g. Work Plan                            |                   | (Maximum Score: 15 points)   |
| 3. Agreement of Resident Council        | (Att. 12)         | (Pass/Fail)                  |
| OR Resident Petition in Support         | (Att. 13)         | (Pass/Fail)                  |
| 4. Budget Narrative                     | (Attachment 14)   | (Maximum Score: 25 points)   |
| 5. Budget/Cost Sheet                    | (Attachment 15)   |                              |

Preference Point Values:

(Total Preference Points: 20)

- |                              |                                 |
|------------------------------|---------------------------------|
| * b. Statement of Need       | (Maximum Preference Points: 5)  |
| ** c. Applicant Organization | (Maximum Preference Points: 5)  |
| *** e. Resident Demographics | (Maximum Preference Points: 10) |

**IMPORTANT: The technical and financial components must be placed in separately sealed envelopes, bearing the name of the applicant, the number of this RFA (#0802011005) and labeled “Technical Component” and “Financial Component,” as these components are reviewed and scored separately. No financial information should be included with the technical component. The Technical Component envelope and the Financial Component envelope should be placed inside a third envelope labeled on the outside with the name of the applicant and the number of this RFA (#0802011005). FAILURE TO ADHERE TO THIS REQUIREMENT WILL RESULT IN DISQUALIFICATION OF THE APPLICATION.**

### C. Review & Award Process

Applications meeting the guidelines set forth in this RFA will be reviewed and evaluated competitively by committees that will include New York State Department of Health staff and may include staff from other New York State agencies or contractors.

## 1) Elimination of Applications Without Review

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the Department of Health, Division of Home and Community Based Services. The review, scoring and selection process for all applications submitted in response to this RFA is as follows. Department of Health staff will screen all applications submitted by the due date and time and eliminate from further consideration those that:

- The application was received after the submission deadline.
- The applicant, according to the information on the required cover sheet submitted by an applicant, is **not** an adult home or enriched housing program certified under Section 461 of the Social Services Law.
- The application is **not** for air conditioning equipment and/or operation.
- The application requests funding in excess of \$75,000, not including up to an additional \$1,000 allowed for the costs associated with a NYSERDA energy audit as described in Section III of this RFA.
- The applicant does not plan to use NYSERDA pre-qualified or EnergyStar certified equipment.
- The applicant did **not** include a “No Utility Charge to Residents” Certification (Attachment 11) signed by the operator.
- The application **not** include the Resident Council Agreement (Attachment 12) signed by the Resident Council President and the Operator or, for Enriched Housing Programs that do not have a Resident Council, the applicant did **not** include a Resident Petition of Support (Attachment 13).
- The applicant did **not** complete and submit without alterations (other than those specified in this RFA) the required Cover Sheet and Table of Contents.
- The Budget and Budget/Cost sheets were **not** submitted separately from the technical proposal documents.

## 2) Scoring Criterion

Evaluation of applications will be based on the following technical and financial criteria. The

weighted technical score and the weighted financial score(s) for each application will be added together. Preference points will be added to the score to achieve final ranking.

### **Technical Criterion – 75 Points**

The total technical score for each application will be the weighted technical score (total possible: 55) plus the preference points (total possible: 20). The weighted score is calculated according to the following formula. Technical score =  $(a/b)*55$  where a = raw technical score for the application being scored and b = highest raw technical score among applications and 55 = the highest possible raw technical score.

#### **Weighted Technical Criterion (55 possible points) being considered are as follows:**

- a) Description of how the project will serve residents with the highest demonstrated level of need, as outlined in Section V of this RFA (up to 8 points).
- b) Description of current status of air conditioning in applicant facility showing need for grant to fund new, upgrade or repair of air conditioning (up to 2 points). This category is also eligible for Preference Points (See below).
- c) Percentage of residents who have psychiatric disabilities or other circumstances that enhance their need for air conditioning (up to 2 points). This category is also eligible for Preference Points (See below).
- d) Percentage of application used for equipment versus operational costs (up to 5 points).
- e) Percentage of total facility residents aged 65 years and older (up to 2 points). This category is eligible for Preference Points (See below).
- f) Percentage of total facility residents and percentage of total residents receiving SSI/Safety Net benefits as of December 31, 2006 (up to 2 points). This category is eligible for Preference Points (See below).
- g) The facility does not have access to sufficient resources to self-finance the project. This will be determined based on the facility's revenues and expenses for the last two years, as requested in Section V of this solicitation (up to 14 points).
- h) The facility describes how the project will be organized and managed in order to ensure successful and timely completion, within budgetary limits (up to 5 points).
- i) The facility presents major or significant tasks in chronological order that must be completed for the proposed project, providing relevant details. The facility plans to install either NYSERDA pre-qualified equipment or ENERGY STAR certified equipment. The facility has had a NYSERDA energy

audit and has or will implement the recommendations of the audit (as described in workplan). (up to 15 points).

**Preference Points (20 possible) may be given for the following criterion:**

- a) Percentage of residents who have psychiatric disabilities and other circumstances that enhance their need for air conditioning (up to 5 preference points).
- b) Current status of air conditioning in the ACF. Those facilities in greatest need will receive up to 5 preference points.
- c) Percentage of residents aged 65 years or older (up to 5 preference points).
- d) Percentage of residents who are receiving SSI/Safety Net benefits as of December 31, 2005 (up to 5 preference points).

Preference points are not weighted; they are added to the total technical and financial scores of the application.

**Financial Criterion – 25 Points**

**Bid Price Per Resident Served**

The financial criteria review committee will then open the sealed envelopes/boxes for applications. Applications that do not include a completed Budget Narrative and Budget Form and/or whose total bid costs exceed \$75,000 will be eliminated without further review. Costs for a NYSERDA energy audit should not be included in the total bid price. Audit costs should be listed separately on the “Other: NYSERDA Energy Audit” line of the budget.

A. As the financial criterion is computed with a formula, there will be no variation between reviewers on the number of points given for this criterion. The cost used will be the bid price on the Budget Narrative and Budget Form. Cost per resident proposed to be served by this improvement will be calculated as the bid price divided by the number of residents in the residence to be benefited. The Department reserves the right to calculate separate financial scores for equipment and operational costs per resident to benefit, depending upon the type of applications received as a result of this solicitation. (See attachment 14, Budget Narrative)

B. The Bid Price Score will be calculated according to the following formula using the cost per resident as calculated in Paragraph A. The results of the calculation shall be extended to at least two decimal places.

$$\text{Bid Price Score} = (a/b)*c$$

Where a = proposal with the lowest cost per resident served for the component,  
b = the cost per resident served of the component being reviewed, and c = 25 (the  
maximum number of points available for the Bid Price Score).

Example: If the lowest cost per resident is \$1,000 (\$40,000 proposal serving 40 residents), and the cost of the component being scored is \$1,250,  $[(\$1,000/\$1,250) = 0.8 * 25 = 20]$ , the Bid Price Score for that proposal is 20. The Bid Price Score of a proposal with a cost of \$1,000 is 25, since it has the lowest price among proposals for the component.

### **3) Final Score**

The weighted technical score and the weighted financial score(s) for each application will be added together. Preference points will be added to the score to achieve final ranking. The highest scoring acceptable application in each of the regional areas noted in this RFA will be awarded funding. After an award has been determined for each region that submits an acceptable application, the scores of the remaining applications will be rank ordered and will compete with all other applications, regardless of region, until the maximum number of applications that can be fully funded have been selected.

Partial Funding. If, after all the maximum number of applications that can be fully funded have been selected, there is a remaining portion of grant funds, at the Department's discretion, the remaining funds may be offered to the next highest ranking applicant. The applicant will have the opportunity at that time to modify its budget and work plan, as applicable, to receive the remaining award funds.

Applicants selected for a grant must be given a recommendation of "Responsible" on a Vendor Responsibility Profile. Department staff will review each Vendor Responsibility Questionnaire submitted as outlined in Section H of this RFA.

Following the award of grants from this RFA, applicants may request a debriefing from the NYS DOH Division of Home and Community Based Services no later than three months from the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application.

## **VI. Attachments**

- Attachment 1: Table of Contents
- Attachment 2: Application Cover Sheet
- Attachment 3: Regional Chart of Award Areas
- Attachment 4: List of NYSERDA Pre-Qualified Equipment

- Attachment 5: Payment & Reporting Schedule (Grant Contract Appendix C)
- Attachment 6: Workplan (Grant Contract Appendix D)
- Attachment 7: Self-Evaluation
- Attachment 8: Letter of Interest
- Attachment 9: Standard Grant Contract with Appendices
- Attachment 10: Vendor Responsibility Attestation
- Attachment 11: “No Utility Costs to Residents” Certification
- Attachment 12: Agreement of Resident Council
- Attachment 13: Resident Petition in Support
- Attachment 14: Budget Narrative
- Attachment 15: Application Budget Format (Grant Contract Appendix B)
- Attachment 16: Budget Statement – Report of Expenditures

**TABLE OF CONTENTS**  
**ADULT CARE FACILITY RESIDENT AIR CONDITIONING INITIATIVE**

The following documentation shall be enclosed *IN A SEPARATELY SEALED ENVELOPE* and shall state on the front:

RFA Name/# \_\_\_\_\_  
Applicant Name \_\_\_\_\_  
“Technical Component”

1. Application Cover Sheet
2. Table of Contents
3. Program Summary
  - a. Program Description
  - b. Statement of Need
  - c. Applicant Organization
  - d. Facility Financial Characteristics
  - e. Resident Demographic Characteristics
  - f. Project Organization and Management
  - g. Work Plan
4. “No Utility Charge to Residents” Certification
5. Agreement of Resident Council/Resident Petition in Support
6. Annual Audited Financial Report 2006 Photocopy
7. Letter of Interest (optional)

The following documentation shall be enclosed *IN A SEPARATELY SEALED ENVELOPE* and shall state on the front:

RFA Name/# \_\_\_\_\_  
Applicant Name \_\_\_\_\_  
“Financial Component”

1. Budget Narrative
2. Budget/Cost Schedule (a/k/a Grant Contract Appendix B)

**APPLICATION COVER SHEET  
ADULT CARE FACILITY RESIDENT AIR CONDITIONING INITIATIVE**

**Please Answer All Questions:**

Name of Applicant: (name must be identical to Operating Certificate name, including D/B/A if on Operating Certificate)

---

Address: (address must be the address on the Operating Certificate):

---

Street	City	State	Zip Code
--------	------	-------	----------

County for above address: \_\_\_\_\_

Facility Certification Number: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Charities Registration Number:  
(Not-for-Profit Only) \_\_\_\_\_

Operator Name(s):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

---

(This person must be able to speak for and represent the Applicant in any negotiation with the Department)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**APPLICATION COVER SHEET  
ADULT CARE FACILITY RESIDENT AIR CONDITIONING INITIATIVE  
(continued, pg. 2)**

Number of Resident Rooms: \_\_\_\_\_

Number of Resident Rooms Currently Air Conditioned: \_\_\_\_\_

Number of Common Rooms: \_\_\_\_\_

Number of Common Rooms Currently Air Conditioned: \_\_\_\_\_

If Applicable, Current Charge to Residents  
(per resident) for Air Conditioning: \_\_\_\_\_

Total Facility 2005 Expenditures: \_\_\_\_\_

Total Facility 2006 Expenditures: \_\_\_\_\_

Total Facility 2005 Revenues: \_\_\_\_\_

Total Facility 2006 Revenues: \_\_\_\_\_

Institutional Endorsement: This application has the full support and endorsement of the applicant's Operator.

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

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

## Regional Chart of Award Areas

<b>CAPITAL DISTRICT REGION</b>				
Albany	Clinton	Columbia	Delaware	Essex
Franklin	Fulton	Greene	Hamilton	Montgomery
Otsego	Rensselaer	Saratoga	Schenectady	Schoharie
Warren	Washington			

<b>CENTRAL REGION</b>		
Broome	Chenango	Cortland
Cayuga	Herkimer	Jefferson
Lewis	Madison	Oneida
Onondaga	St. Lawrence	Oswego
Tioga	Tompkins	

<b>METROPOLITAN REGION</b>		
Dutchess	Nassau	Suffolk
Sullivan	Ulster	Bronx
Kings	New York	Putnam
Orange	Queens	Richmond
Rockland	Westchester	

<b>WESTERN REGION</b>		
Allegany	Cattaraugus	Chautauqua
Chemung	Erie	Genesee
Livingston	Monroe	Niagara
Ontario	Orleans	Schuyler
Seneca	Steuben	Wayne
Wyoming	Yates	

**NYSERDA PRE-QUALIFIED EQUIPMENT & INCENTIVES**

HVAC & Geothermal Heat Pumps	All equipment must meet the energy criteria listed in Appendix A-2 HVAC & Geothermal Heat Pumps  (see NYSERDA website)	Unit Incentive (\$/Ton per Unit)  Bonus (\$/Ton per Unit) Con Ed Only
HVAC(PTAC =7k) Btuh	PTAC and PTHP equipment 7,000 Btuhs or less, minimum 11.7 EER / 3.3 COP, .58 Tons	Note: Incentives may be available  Consult Website
HVAC(PTAC=7,001-9,499) Btuh	PTAC and PTHP equipment 7,000 to 9,500 Btuhs or less, minimum 11.3 EER / 3.2 COP, .75 Tons	
HVAC(PTAC=9,500-14,999) Btuh	PTAC and PTHP equipment 9,500 to 15,000 Btuhs or less, minimum 10.7 EER / 3.1 COP, 1 Ton	
HVAC(PTAC = >15,000) Btuh	PTAC and PTHP equipment 15,000 Btuhs or more, minimum 9.6 EER / 3.0 COP, 1.25 Tons	
HVAC(Air, 1Phase=65k) Btuh	Air Source Unitary HVAC, Single Φ = 65,000 Btuhs, minimum 14 SEER / 8.5 HSPF, = 5.4 Tons	
HVAC(Air, 3Phase=65k) Btuh	Air Source Unitary HVAC, Three Φ = 65,000 Btuhs, minimum 14 SEER / 11.6 EER / 8 HSPF, = 5.4 Tons	
HVAC(Air 65k-135k) Btuh	Air Source Unitary HVAC, 65,000 to 135,000 Btuhs, minimum 11.5 EER / 3.4 COP, 5.4 to 11.25 Tons	
HVAC(Air 135k-240k) Btuh	Air Source Unitary HVAC, 135,000 to 240,000 Btuhs, minimum 11.5 EER / 3.3 COP, 11.25 to 20 Tons	
HVAC(Air=240k=375k) Btuh	Air Source Unitary HVAC, = 240,000 to 375,000 Btuhs, minimum 10.0 EER / 3.3 COP, 20 to 31.25 Tons	
HVAC(WS Tier2=65k)Btuh	Water Source HVAC, = 65,000 Btuhs, minimum 14 EER / 4.6 COP, = 5.4 Tons	
HVAC(WS Tier2 65k-135k)Btuh	Water Source HVAC, = 65,000 to 135,000 Btuhs, minimum 14 EER / 4.6 COP, = 5.4 to 11.25 Tons	
HVAC(WS Tier 2 135k-240k)Btuh	Water Source HVAC, = 135,000 to 240,000 Btuhs, minimum 14 EER / 4.6 COP, = 11.25 to 20 Tons	
HVAC(Geo Closed = 14.1) Btuh	ENERGY STAR® Geothermal, Closed Loop, Heat Pump, = 14.1 EER / = 3.3 COP	
HVAC(Geo DX = 15) Btuh	ENERGY STAR® Geothermal, DX, Heat Pump, = 15 EER / = 3.5 COP	
HVAC(Geo Open – 16.2) Btuh	ENERGY STAR® Geothermal, Closed Loop, Heat Pump, = 16.2 EER / = 3.6 COP	

For more information on New York State Energy Research & Development Authority (NYSERDA), go to [www.nyserdera.org](http://www.nyserdera.org) or call 1-866-NYSERDA (1-866-697-3732)

For Information on ENERGY STAR rated equipment, go to [www.energystar.gov](http://www.energystar.gov)

PROGRAM WORKPLAN  
(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 RFP or receives continuing funding based on an application, the proposal submitted by the contractor may serve as the contract's work plan if the format is designed appropriately. The following are suggested elements of an RFP 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. An indication as to whether the contract 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 projects 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.

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

1. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed twenty-five (25) 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:

- o 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
- o if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a 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:

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

provided, however, that the 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.
- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than thirty (30) days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require (3/07 NYS DOH Budget Statement – Report of Expenditures). The CONTRACTOR shall submit vouchers to the State’s designated payment office located in the New York State Department of Health, 161 Delaware Avenue, Delmar, New York 12054.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than thirty (30) 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.

II. Progress and Final Reports

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

Report Type:

A. Narrative/Qualitative Report

\_\_\_\_\_ (Organization Name) will submit, on a quarterly basis, not later than thirty (30) days after the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how the

\_\_\_\_\_ (Organization) \_\_\_\_\_ has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

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

B. Statistical/Quantitative Report

\_\_\_\_\_ (Organization Name) will submit, on a quarterly basis, not later than thirty (30) days after the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

C. Expenditure Report

\_\_\_\_\_ (Organization Name) \_\_\_\_\_ will submit, on a quarterly basis, not later than thirty (30) days after the end date for which reimbursement is being claimed, a (3/07) NYS DOH Budget Statement – Report of Expenditures, by object of expense. This report must accompany the voucher submitted for such period.

D. Final Report

\_\_\_\_\_ (Organization Name) \_\_\_\_\_ will submit a final report, AND a self-evaluation form, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan, not later than thirty (30) days after the completion of the project.

Self-Evaluation Tool

Facility Name:		County:	
RFA Title:	ACF Air Conditioning Initiative / RFA #0802011005		
Contract No/Amount	#	\$	Contract Period:

	Goal/Original	Actual	N/A
Budget			
Staff FTE			
How Many People Benefited			
Other Please describe:			

	Yes	No	N/A
Will Project Last Longer Than Contract Period			
Would Project Have Been Undertaken Without Grant?			

In answering the following questions, please use additional pages if necessary to provide a complete response.

Sometimes the positive impact of a project is not easy to communicate via measurable results. If that is true of your project, please share with us a story that illustrates the effect the project has had on your organization.

**Self-Evaluation (continued)**

Please describe the measurable impact on the target population. If necessary, identify target population.

Please describe any unexpected challenges encountered. Variance from project plans submitted in the original grant proposal or failure to achieve desired outcomes are *not* perceived as indicators of project failure, and are often the result of unanticipated challenges during the project. Information about difficulties encountered provides valuable insight to improve future grantmaking impact in other programs. Please provide a candid assessment of the challenges and success/failure the program may have had.

Are you satisfied with the outcome of the projects made possible through the grant?  Yes  No

Was the grant money sufficient to implement the goals of the project?  Yes  No

If no, please explain:

Do you plan to continue this project after the contract period ends?  Yes  No

Name & Title of Person Completing form:

\_\_\_\_\_  
Name Title Date

\_\_\_\_\_  
Printed Name of Operator Signature Date

Letter of Interest *or* Letter to Receive Notification of RFA Updates and Modifications

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

Patricia Kennedy Madia  
New York State Department of Health  
Division of Home and Community Based Services  
Bureau of Continuing Care Policy Initiatives  
161 Delaware Avenue  
Delmar, New York 12054

Re: RFA #0802011005  
Adult Care Facility Resident Air Conditioning Initiative 2008-09

Dear Ms. Madia:

This letter is to indicate our interest in the above Request for Applications (RFA) and to request: *(please check one)*

- that our organization be notified, via the e-mail address below, when any updates, official responses to questions, or amendments to the RFA are posted on the Department of Health website: <http://www.nyhealth.gov/funding/>.

E-mail address: \_\_\_\_\_

- that our organization is unable or prefers not to use the Department of Health's website and requests the actual documents containing any updates, official responses to questions, or amendments to the RFA be mailed to the address below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sincerely,

\_\_\_\_\_  
Name, Title  
Name of Facility

STANDARD GRANT CONTRACT  
AND APPENDICES

FOR INFORMATIONAL PURPOSES ONLY

# GRANT CONTRACT

STATE AGENCY (Name and Address):.

NYS Department of Health  
Corning Tower, Empire State Plaza  
Albany, NY 12227

CONTRACTOR (Name and Address):

FEDERAL TAX IDENTIFICATION NUMBER:

MUNICIPALITY NO. (if applicable):

CHARITIES REGISTRATION NUMBER:  
PERIOD:

\_\_\_ - \_\_\_ - \_\_\_ or ( ) EXEMPT:  
(If EXEMPT, indicate basis for exemption):

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

CONTRACTOR IS( ) IS NOT( ) A  
SECTARIAN ENTITY

CONTRACTOR IS( ) IS NOT( ) A  
NOT-FOR-PROFIT ORGANIZATION

NYS COMPTROLLER'S NUMBER:

ORIGINATING AGENCY CODE:  
12000

TYPE OF PROGRAM(S)  
Adult Care Facilities (ACF) Air  
Conditioning Initiative

INITIAL CONTRACT PERIOD

FROM: 04/01/2008

TO: 03/31/2009

FUNDING AMOUNT FOR INITIAL

MULTI-YEAR TERM (if applicable):

FROM:

TO:

## APPENDICES ATTACHED AND PART OF THIS AGREEMENT

<u>-x-</u>	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
<u>-x-</u>	APPENDIX A-1	Agency-Specific Clauses (Rev 9/07)
<u>-x-</u>	APPENDIX B	Budget
<u>-x-</u>	APPENDIX C	Payment and Reporting Schedule
<u>-x-</u>	APPENDIX D	Program Workplan



acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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, or change in the term, is subject to the approval of the

Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

## II. Payment and Reporting

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

## III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the

terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.

- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

#### IV. Indemnification

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

#### V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix E-3.

#### VI. Safeguards for Services and Confidentiality

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

**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

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

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

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

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of 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) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

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

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

APPENDIX A-1  
(REV 9/07)

AGENCY SPECIFIC CLAUSES FOR ALL  
DEPARTMENT OF HEALTH CONTRACTS

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

Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

- b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.
- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
  - i. *If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.*
  - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
- d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
  - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
  - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
  - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been

submitted.

4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

- a. LOBBYING CERTIFICATION

- 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.
- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.

- a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
- ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
  - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
- d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.

- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
  - a) Payments of reasonable compensation made to its regularly employed officers or employees;
  - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
  - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

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

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

**Instructions for Certification**

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
  - b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  - c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
  - d) The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules

implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2) *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions*

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.

- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.

#### 11. Other Modifications

- a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
  - ◆ Appendix B - Budget line interchanges;
  - ◆ Appendix C - Section 11, Progress and Final Reports;
  - ◆ Appendix D - Program Workplan.
- b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

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

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

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

13. 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.

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

**APPENDIX B - BUDGET**

**ADULT CARE FACILITY RESIDENT AIR CONDITIONING INITIATIVE**

**Applicant's name: (must be the same as on Operating Certificate):** \_\_\_\_\_

A) AMOUNT REQUESTED: \_\_\_\_\_

B) Number of Residents in Facility: \_\_\_\_\_

C) Number of Residents Served by this Initiative: \_\_\_\_\_

**Budget Period: Beginning on:** \_\_\_\_\_ **Ending on:** \_\_\_\_\_

**PERSONAL SERVICE**

Title/Function on the project	Name (if already employed by applicant)	Annual Salary	% Time Allocated to Project	Amount of Salary Charged to Budget	Fringe Benefits (specify rate: _____)
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
Total Salary and Fringes				\$	\$

**Total Personal Service (salary plus fringes):** \$ \_\_\_\_\_

**OTHER THAN PERSONAL SERVICE**

Category:

Supplies \$ \_\_\_\_\_

Travel \$ \_\_\_\_\_

Telephone \$ \_\_\_\_\_

Postage \$ \_\_\_\_\_

Photocopy \$ \_\_\_\_\_

Other Contractual Services (specify detail on separate pages) \$ \_\_\_\_\_

Equipment \$ \_\_\_\_\_

Other (specify) \$ \_\_\_\_\_

**Total Other Than Personal Service** \$ \_\_\_\_\_

**TOTAL BUDGET** \$ \_\_\_\_\_

DIVIDED BY (C) NUMBER OF RESIDENTS SERVED ÷ \_\_\_\_\_

**TOTAL BUDGET PER RESIDENT SERVED** \$ \_\_\_\_\_

**OTHER: NYSERDA AUDIT COSTS:** \$ \_\_\_\_\_

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

## APPENDIX C

### PAYMENT AND REPORTING SCHEDULE

#### 2. Payment and Reporting Terms and Conditions

G. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed twenty-five (25) 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 a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

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

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

H. 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.

- I. 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.
- J. 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.
- K. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than thirty days after the end 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.
- L. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require (3/07 NYS DOH Budget Statement – Report of Expenditures). The CONTRACTOR shall submit vouchers to the State’s designated payment office located in the New York State Department of Health, 161 Delaware Avenue, Delmar, New York 12054.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than thirty (30) 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.

III. Progress and Final Reports

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

Report Type:

E. Narrative/Qualitative Report

\_\_\_\_\_ (Organization Name) will submit, on a quarterly basis, not later than thirty (30) after from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how the \_\_\_\_\_ (Organization) \_\_\_\_\_ has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

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

F. Statistical/Quantitative Report

\_\_\_\_\_ (Organization Name) will submit, on a quarterly basis, not later than thirty (30) after from the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

G. Expenditure Report

\_\_\_\_\_ (Organization Name) \_\_\_\_\_ will submit, on a quarterly basis, not later than thirty (30) days after the end date for which reimbursement is being claimed, a (3/07) NYS DOH Budget Statement – Report of Expenditures, by object of expense. This report must accompany the voucher submitted for such period.

H. Final Report

\_\_\_\_\_ (Organization Name) \_\_\_\_\_ will submit a final report, AND a self-evaluation form, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan, not latter than thirty (30) days after the completion of the project.

## APPENDIX D

### PROGRAM WORKPLAN (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 RFP or receives continuing funding based on an application, the proposal submitted by the contractor may serve as the contract's work plan if the format is designed appropriately. The following are suggested elements of an RFP 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. An indication as to whether the contract 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.

#### V. 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.

#### VI. 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.

#### VII. SPECIFIC DELIVERABLES

A listing of specific services or work projects 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.

**APPENDIX E-1**

**Proof of Workers' Compensation Coverage**

## APPENDIX E-2

### Proof of Disability Insurance Coverage

## **APPENDIX E-3**

### **GRANT SPECIFIC CLAUSES**

To amend Section V of the State of New York Agreement:

“Any equipment, furniture, supplies or other property purchased pursuant to this agreement is deemed to be the property of the grantee.”

APPENDIX X

Agency Code \_\_\_\_\_

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

Period \_\_\_\_\_

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

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through \_\_\_\_\_, having its principal office at \_\_\_\_\_ (hereinafter referred to as the STATE), and \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR), for modification of Contract Number as amended in attached Appendix(ices)\_\_\_\_\_.

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

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

\_\_\_\_\_

\_\_\_\_\_

—

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

—

Printed Name

Printed Name

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

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

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

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

\_\_\_\_\_

State Agency Certification:

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

STATE OF NEW YORK        )  
  )    SS:  
County of \_\_\_\_\_        )

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

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

## Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section IV, Administrative Requirements, H. Vendor Responsibility Questionnaire of RFA #0802011005, I hereby certify:

**Choose one:**

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

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

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

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

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

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

**ADULT CARE FACILITY RESIDENT AIR CONDITIONING INITIATIVE  
NO UTILITY CHARGE TO RESIDENTS**

**Chapter 58 of the Laws of 2007. Part A Section 6 amending PHL §2807-v.1 reads in part as follows:**

(bbb) Funds shall be reserved and accumulated from year to year and shall be available, including income from invested funds, for purposes of awarding grants to operators of adult homes, enriched housing programs and residences through the enhancing abilities and life experience (EnAbLe) program to provide for the installation, operation and maintenance of air conditioning in resident rooms, consistent with this paragraph, in an amount up to two million dollars for the period April first, two thousand six through March thirty-first, two thousand seven, and up to three million eight hundred thousand dollars for the period April first, two thousand seven through March thirty-first, two thousand eight. **Residents shall not be charged utility cost for the use of air conditioners supplied under the EnAbLe program.** All such air conditioners must be operated in occupied resident rooms consistent with requirements applicable to common areas. (emphasis added)

To comply with Chapter 58 of the Laws of 2007, Part A, Section 6 amending PHL §2807-v.1 (bbb) I certify that no resident of \_\_\_\_\_  
facility name

who receives air conditioning under RFA # 0802011005 or RFA No. 0611100130 ( 2006 Air Conditioning in Adult Care Facilities) will be charged utility costs for the use of air conditioners supplied under the EnAbLe program.

Signature of Operator: \_\_\_\_\_

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

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

Facility: \_\_\_\_\_

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

**AGREEMENT OF RESIDENT COUNCIL  
ADULT CARE FACILITY RESIDENT AIR CONDITIONING INITIATIVE**

**CERTIFICATION STATEMENT REGARDING RESIDENT COUNCIL AGREEMENT  
(TO BE SIGNED BY CHAIRPERSON OR PRESIDENT OF THE RESIDENT  
COUNCIL)**

I certify that I am the Chairperson or President of \_\_\_\_\_ (name of facility)'s Resident Council and that the Resident Council has endorsed the purpose(s), listed below, for which these funds will be used.

Purpose(s) of funds:

---

---

---

---

---

---

---

\_\_\_\_\_  
Name of Operator (Print)

\_\_\_\_\_  
(Date)

X  
\_\_\_\_\_  
Signature of Operator

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Name of Chair/ President of Resident Council (Print)

\_\_\_\_\_  
(Date)

X  
\_\_\_\_\_  
Signature of Chair/ President of Resident Council

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Telephone Number

**RESIDENT PETITION IN SUPPORT  
ADULT CARE FACILITY RESIDENT AIR CONDITIONING INITIATIVE  
REQUIRED FOR ENRICHED HOUSING PROGRAMS**

NAME OF EHP: \_\_\_\_\_

AMOUNT REQUESTED: \$ \_\_\_\_\_ TOTAL NUMBER OF RESIDENTS: \_\_\_\_\_

DESCRIPTION OF PROGRAM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name of Operator (Print) (Date)

X \_\_\_\_\_  
Signature of Operator (Title)

**RESIDENT NAME (PRINT)**

**SIGNATURE**

Attach additional sheets if necessary.

_____	_____
_____	_____
_____	_____
_____	_____

**RESIDENT PETITION IN SUPPORT – Page \_\_\_\_**

**RESIDENT NAME (PRINT)**

**SIGNATURE**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**BUDGET NARRATIVE  
ADULT CARE FACILITY RESIDENT AIR CONDITIONING INITIATIVE**

**NAME OF FACILITY:** \_\_\_\_\_

**AMOUNT REQUESTED: (A) \$ \_\_\_\_\_ Equipment Costs**

**(B) \$ \_\_\_\_\_ Operational Costs**

**(C) \$ \_\_\_\_\_ Total**

**NUMBER OF RESIDENTS PROPOSED TO BE SERVED: (D) \_\_\_\_\_**

**COST PER RESIDENT: (A÷D) \$ \_\_\_\_\_ Equipment Costs**

**(B÷D) \$ \_\_\_\_\_ Operational Costs**

**TOTAL COST PER RESIDENT SERVED: (C) ÷ (D) \$ \_\_\_\_\_**

**NYSERDA ENERGY AUDIT**                       **Conducted**                       **Not Conducted**

**BRIEF DESCRIPTION OF PROPOSAL:**

APPENDIX B – BUDGET

**ADULT CARE FACILITY RESIDENT AIR CONDITIONING INITIATIVE**

**Applicant’s name: (must be the same as on Operating Certificate):**

A) AMOUNT REQUESTED: \_\_\_\_\_

B) Number of Residents in Facility: \_\_\_\_\_

C) Number of Residents Served by this Initiative: \_\_\_\_\_

**Budget Period: Beginning on:** \_\_\_\_\_ **Ending on:** \_\_\_\_\_

**PERSONAL SERVICE**

Title/Function on the project	Name (if already employed by applicant)	Annual Salary	% Time Allocated to Project	Amount of Salary Charged to Budget	Fringe Benefits (specify rate: )
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
Total Salary and Fringes				\$	\$

**Total Personal Service (salary plus fringes):** \$ \_\_\_\_\_

**OTHER THAN PERSONAL SERVICE**

Category:

- Supplies \$ \_\_\_\_\_
- Travel \$ \_\_\_\_\_
- Telephone \$ \_\_\_\_\_
- Postage \$ \_\_\_\_\_
- Photocopy \$ \_\_\_\_\_
- Other Contractual Services (specify detail on separate pages) \$ \_\_\_\_\_
- Equipment \$ \_\_\_\_\_
- Other (specify) \$ \_\_\_\_\_

**Total Other Than Personal Service** \$ \_\_\_\_\_

**TOTAL BUDGET** \$ \_\_\_\_\_

DIVIDED BY (C) NUMBER OF RESIDENTS SERVED ÷ \_\_\_\_\_

**TOTAL BUDGET PER RESIDENT SERVED** \$ \_\_\_\_\_

**OTHER: NYSERDA AUDIT COSTS:** \$ \_\_\_\_\_

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

New York State Department of Health  
 Budget Statement – Report of Expenditures

**PROGRAM:**

**CONTRACTOR:**

**CONTRACT #:**

**CONTRACT PERIOD:**

**Report for Period:**

<b>BUDGET ITEM</b>	<b>BUDGETED AMOUNT</b>	<b>Column 1 EXPENDITURES PRIOR PERIODS</b>	<b>Column II EXPENDITURES CURRENT PERIOD</b>	<b>Column III EXPENDITURES TO DATE</b>
Personal Services				
<b>Personal Services Total</b>				
OTPS				
Supplies/Photocopy				
Postage				
Travel				
Equipment				
Other - telephone				
Other (specify) Operational Use				
<b>OTPS total</b>				
<b>Grand Total</b>				

3/07 BSROE

Completed by:

Phone #: