

RFA Number 0807030928

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

Request for Applications

Enhancing Abilities and Life Experience Program (EnAbLE)

RFA Release Date:	July 30, 2008
Questions Due:	August 20, 2008
RFA Questions Posted:	September 10, 2008
Applications Due:	September 29, 2008
DOH Contact Name & Address:	Valerie Giroux New York State Department of Health Division of Home and Community Based Services 161 Delaware Avenue Delmar, New York 12054 e-mail: enable@health.state.ny.us

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I. Introduction

The Office of Long Term Care (OLTC) is responsible for the certification, licensure and regulation of three types of adult care facilities: adult homes (AHs), enriched housing programs (EHPs), and residences for adults (RAs) in New York.

First authorized in 2004, the Enhancing Abilities and Life Experience (EnABLE) program, was established to provide funds for facilities to develop innovative methods to improve residents' quality of life and independence. The first round of grants awarded in 2005 has been completed. The 32 grants awarded in the second round are in the process of completion. The Department anticipates that the evaluation of these projects, as well as the projects receiving funds under this Request for Applications (RFA), will provide the basis for future policy decisions regarding the services and programs for residents of adult care facilities.

Through this RFA, the Department is soliciting applications from AHs, EHPs and RAs to distribute funds to improve quality of life and independence for their residents. Up to \$3 million in grants will be awarded to successful applicants under this RFA. Awards are for two-year projects and are capped at \$300,000 per project (\$150,000 per year), with an anticipated start date of September 1, 2008, and only upon approval by the New York State Comptroller.

II. Who May Apply

Entities eligible to apply for EnABLE funds are limited to AHs, EHPs and RAs licensed by the NYS Department of Health pursuant to Article 7 of the Social Services Law (SSL) and Title 18 of the Official Compilation of Codes, Rules and Regulations of the State of New York (NYCRR). Applicants may subcontract with organizations that are not AHs, EHPs or RAs and share project funds with them, but the grant applicant must be the AH, EHP or RA. **An applicant which is a party to an enforcement action on the date on which the application is due to the Department is disqualified from receiving an award under this RFA.**

The following definitions of these Article 7 licensed facilities may help you determine if your organization is eligible to apply for an EnABLE grant.

An **adult home** is established and operated for the purpose of providing long-term residential care, room, board, housekeeping, personal care and supervision to five or more adults unrelated to the operator. Adult homes may be operated by a natural person, a partnership, a not-for-profit corporation, a public corporation, a non-publicly traded business corporation or a limited liability company. See SSL §2; 18 NYCRR §485.2.

An **enriched housing program** is established and operated for the purpose of providing long-term residential care to five or more adults, primarily persons sixty-five years of age or older, in community-integrated settings resembling independent housing units. The program provides or arranges for the provision of room, board, housekeeping, personal care and supervision. Enriched housing programs may be operated by a natural person, a partnership, a not-for-profit corporation, a public corporation, a non-publicly traded business corporation or a limited liability company. See SSL §2; 18 NYCRR §485.2.

A **residence for adults** is established and operated for the purpose of providing long-term residential care, room, board, housekeeping and supervision to five or more adults, unrelated to the operator. See SSL §2; 18 NYCRR §485.2.

III. Project Narrative/ Work Plan Outcomes

The EnAbLE program is seeking applications to offer a variety of programs or services that will improve residents' quality of life, and empower them to become healthier, more independent and more integrated into their community. The program is intended to fund projects which could be replicated in other adult care facilities. Projects may include programs such as wellness and nutrition programs, independent living skills training, increased opportunities to participate in community events, and/or developing physical activity programs. Awardees will be expected to participate in a program evaluation conducted by the Department.

The population of residents in New York's 486 adult care facilities is diverse. It ranges from elderly residents in their late 80s to younger adults with cognitive and mental health disabilities. The goals for improving independence and quality of life are equally diverse. Elderly persons may view independence as improving their ability to perform activities of daily living, such as bathing, dressing and grooming without human assistance, or improving their physical strength and range of motion to minimize the chance of falls and injuries. An individual with a cognitive and mental health disability may view improving quality of life and independence as having opportunities to learn or improve on skills such as meal planning and cooking, shopping, managing medications or participating in events or activities in the community. Applicants may propose projects that address these or other areas with the goal of improving residents' independence and quality of life. Projects should also consider ways to improve residents' health and well-being through programs to reduce tobacco use, support regular recommended health screenings such as dental care and cancer screening, increase physical activity options, reduce falls and better manage chronic diseases such as diabetes and heart disease. Examples of funded grant activities and other suggestions may be found in Attachment 15 and 16.

Funded facilities are required to submit quarterly reports which will describe their progress as compared to the baseline in the proposal. A self evaluation at the end of the program will also be required to measure the success of the project. (Attachment 14)

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the NYS Department of Health, Division of Home and Community Base Services, Bureau of Continuing Care Policy Initiatives and Research. The Department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase:

All substantive questions must be submitted in writing to:

Valerie A. Giroux
New York State Department of Health
Division of Home and Community Based Services
161 Delaware Avenue
Delmar, New York 12054
Fax: 518-408-1145
e-mail: enable@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 Valerie A. Giroux at 518-408-1132. **Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.**

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

This RFA has been posted on the Department of Health's public website at: <http://www.health.state.ny.us/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 (Attachment 3). 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 page of this RFA. Late applications will not be accepted. It is the applicant's responsibility to see that applications are delivered to the address below 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.

**Valerie Giroux
New York State Department of Health
Division of Home and Community Based Services
161 Delaware Avenue
Delmar, New York 12054
Attn: EnAbLE RFA # 0807030928**

Applicants shall submit one (1) original, signed application and five (5) copies. In addition, we encourage applicants to submit an additional copy of the RFA as a .pdf document on a CD-Rom or DVD. While this is not a requirement, such a submission may assist the Department in reviewing applications more quickly. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document and the name of the applicant. Applications WILL NOT be accepted via fax or e-mail.

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 a two year performance period with an anticipated start date of September 1, 2008. Funding for periods after March 31, 2009, however, is subject to the appropriation of funds in the SFY 2009-2010 New York State Budget.

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 25 percent of the award.
2. The grant contractor will be required to submit QUARTERLY invoices and required reports of expenditures to the State's designated payment office:

New York State Department of Health
Division of Home and Community Based Services
161 Delaware Avenue, Delmar, NY 12054
Attn: Priscilla Davis

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Workplan. See Applications C & D of the model contract, and Attachments 11, 5 and 5a of this RFA.

3. In addition, the grant contractor will be required to submit the following periodic reports:

A. Narrative/Qualitative Report:

Grantee will submit, on a quarterly basis, not later than 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 grantee has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D and Attachment 5 and 5a to this RFA).

(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:

Grantee will submit, on a quarterly basis, not later than 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:

Grantee will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period. (Use Attachment 13, Budget Report Summary of Expenditures.)

D. Final Report:

Grantee will submit a final report and a self-evaluation form (Attachment 14) 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, no later than 30 days after the end date of the contract. **Please be informed that submission of the required reports and final evaluation are a condition for payment of any vouchers submitted.**

H. Vendor Responsibility Questionnaire. Each applicant must complete and submit the Vendor Responsibility Questionnaire (VRQ).

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Applicants are invited to file the required VRQ online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Applicants opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants should also complete and submit the Vendor Responsibility Attestation (Attachment 4).

I. General Specifications

1. By signing the "Application Cover Sheet" (Attachment 2) each person attests to its express authority to sign on behalf of the applicant.
2. Grantees and subcontractors 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 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 10 and 11)
- APPENDIX C - Payment and Reporting Schedule
- APPENDIX D - Workplan
(Attachments 5 and 5a)
- 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 and Disability Benefits.

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.

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

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:

“Technical Component”
RFA Name/# _____
Applicant name _____

1. **Cover Sheet** (Attachment 1). Do not leave any questions blank. Do not alter it in any way. You must include 2 years of expenditures and revenue on the second page of Attachment 1 (unless you have been in operation for less than two years) or your application will be disqualified. Please complete and sign in ink. Please

attach a photocopy of your operating certificate to this application. Do not send the original operating certificate.

2. **Table of Contents** (Attachment 2). The table of contents must be completed by inserting all pages numbers, and must be submitted with your application. If you fail to complete and submit the Table of Contents, your application will be disqualified. This information should be identical to the information submitted for the RFA.
3. **Program Summary**. Do not exceed 20 printed pages. Material in excess of 20 pages will not be considered in the scoring process.
 - a) Program Description. Briefly describe the facility's characteristics in terms in size, location, clientele and mission.
 - b) Statement of Need. Facilities should include information about the status and needs of residents and how the proposal will impact them, with methods for evaluation and measurement of improvement described. Broad generalizations will not be interpreted in favor of the applicant. Be as specific as possible. Describe in detail the following:
 - The unmet need or problem that your project addresses;
 - The criteria you used to identify this unmet need or problem;
 - The number of residents that will be included in the project, and how this number was determined;
 - How your project addresses this unmet need or problem;
 - The expected resident outcomes and how these will be measured and documented; and
 - How the expected resident outcomes will improve quality of life and independence for residents.
 - c) Applicant Organization. For the purpose of awarding preference points, provide information on the following as of December 31, 2007. This information should be the same information reported on the 2007 ACF Annual Statistical Report:
 - number of certified beds;
 - number of residents (census);
 - number of residents receiving Supplemental Security Income (SSI) and/or Safety Net payments; and
 - percentage of census receiving SSI and/or Safety Net payments.
 - d) Project Organization and Management. Describe how the project will be organized and managed in order to ensure successful and timely completion, within budgetary limits. Be specific as possible. Broad generalizations will not be interpreted in favor of the applicant. Please describe in detail the following:
 - Project goals and objectives which should be clear and concrete;

- Proposed activities for each objective and how they will be implemented;
- How you will measure or determine if the objectives have been achieved; and
- How you will evaluate the success of the program.

e) Workplan. Use Attachments 5 and 5a. List the major tasks that must be completed to plan, implement and evaluate your two year project. Provide detail as described in the instructions for the workplan in Part IV on Attachment 5a. Each task will have a specific start and end date and will include specific individuals and organizations that are responsible for the task. Identify key project staff, including the project manager, if known. The project manager is the person with day-to-day responsibility for the project. Provide qualifications, background and/or experience for key project staff. Provide an organizational chart identifying the current staff structure and where in the organization the responsibility for the ENABLE project would lie.

In preparing your workplan, please keep in mind that the Department requires each grantee to submit an evaluation at the end of the project. The format for the evaluation is contained in Attachment 14. Please consider the information that will be required in the evaluation when constructing your workplan.

State if subcontractors will be used. State whether the subcontractor is a for profit or not for profit organization. If the subcontractor is a not for profit organization, describe this organization's experience and effectiveness conducting the work proposed to be subcontracted. If the applicant is a not for profit organization, state whether the subcontractor is a related party or affiliate. If subcontracts will be used, please include a **Subcontractor Letter of Support** (Attachment 6). If a subcontractor(s) is proposed, include a letter from each subcontractor indicating that the subcontractor is supportive of the project and its goals and understands its own role and responsibilities, the subcontractor's Federal Employer Identification Number and whether the subcontractor is a for profit or not for profit organization. Do not include the dollar amount of the subcontractor's proposal, but include the percentage of effort of the project that will be performed by the subcontractors. **Applications that do not include such letter from each subcontractor will be rejected without review.**

4. **Agreement of Resident Council** (for facilities that have Resident Council). Use Attachment 7. If the applicant is an AH, RA or EHP that has a Resident Council, 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.

Resident Council Meeting Minutes (Attachment 8). An application that includes a Resident Council Agreement must also include the minutes of the Resident

Council meeting at which the EnAbLE proposal was discussed. The minutes must be signed by the President of the Resident Council and the Operator. **Applications that include a Resident Council Agreement that do not include the signed Resident Council Meeting Minutes will be rejected without review.**

Resident Petition in Support (for facilities that do not have Resident Council). Use Attachment 9. If the applicant is an AH, RA or EHP that does not have a Resident Council, the applicant shall demonstrate that residents support the project by completing and submitting the Resident Petition in Support.

Applications that include neither a Resident Council Agreement accompanied by Resident Council minutes, nor a Resident Petition in Support will be rejected without review.

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

“Financial Component”

RFA Name/# _____

Applicant Name _____

5. **Budget Narrative.** Use Attachment 10. Explain and justify each line item in the budget/cost sheet (Attachment 11) . For any current staff whose compensation will be charged to the project, explain how the percentage of time allocated to the project was determined.

Applications that do not include such budget narrative will be eliminated and are not eligible to be funded. Be specific. Broad generalizations will not be interpreted in favor of the applicant.

6. **Budget/Cost Sheet.** Use Attachment 11. Funding is available up to \$300,000 (\$150,000 per year) for two years. Applications with budgets that exceed \$300,000 (\$150,000 per year) will be eliminated from scoring and will not be reviewed. Budgets may include costs for project staff, equipment, supplies, travel, consultants and other non-personnel services costs. The budget should include only the necessary and reasonable costs needed to carry out the work plan. Applications that do not include such budget will be eliminated and are not eligible to be funded. Budget calculations should be checked for accuracy.

7. **Preference Points.** There are up to 15 preference points available for applicants.

- (a) For those applicants serving SSI/Safety Net populations, a maximum of 10 preference points is available, based on the % of residents in the facility on the 2007 facility census receiving these benefits. Points will be awarded as follows to facilities that provide complete and accurate census information as requested by § V.A.3(c), Applicant Organization, of this RFA:

Number of Points	Percentage Eligible Occupancy =
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1	1-10%
2	11-20%
3	21-30%
4	31-40%
5	41-50%
6	51-60%
7	61-70%
8	71-80%
9	81-90%
10	91-100%

- (b) For those applicants that propose food quality programs, as described in § III, Wellness and Nutrition Programs, and receive a weighted technical score of at least 23 points, 5 preference points are awarded.

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 20 single-spaced typed pages, for the information required by item #2 below, (not including the cover page, budget and attachments), using a font not smaller than 12-point size, with one-inch margins. 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 Sheet (Att. 1) | (Pass/Fail) |
| 2. | Table of Contents (Att. 2) | (Pass/Fail) |
| 3. | Program Summary (20 pages or less) | (Maximum Score: 65 points) |
| | a. Program Description | |
| | b. Statement of Need | |
| | c. Applicant Organization | |
| | d. Project Organization & Management | |
| | e. Work Plan | |
| 4. | Subcontractor Letter in Support (Att. 6) | (Pass/Fail) |
| 5. | Agreement of Resident Council (Att. 7) | (Pass/Fail) |
| | OR | |
| | Resident Petition in Support (Att. 9) | (Pass/Fail) |
| | Resident Council Minutes (Att. 8) | (Pass/Fail) |
| 6. | Budget Narrative (Att. 10) | (Maximum Score: 25 points) |
| 7. | Budget/Cost Sheet (Att. 11) | |
| 8. | Preference Point Values: | (Total Preference Points: 15) |
| | a. SSI or Safety net percentage | (Maximum Points: 10) |
| | b. Food Quality Initiatives | (Maximum Points: 5) |

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 OLTC 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, OLTC. 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 and eliminate those meeting the following objections from further consideration:

- The application was received **after** the submission deadline.
- The applicant, according to the information on the required cover sheet submitted by the applicant, is **not** an adult home, enriched housing program or residence for adults, certified under Section 461 of the Social Services Law or does not provide a copy of their current license.
- The applicant is party to an **enforcement** action as of the date the application is due.
- The application requests funding **in excess** of \$300,000 (\$150,000 per year).
- The applicant did **not** include two years of financial information as requested on page 2 of the Cover Sheet.
- The application does **not** include either a Resident Council Agreement (Attachment 7) signed by the Resident Council President and the Operator or a Resident Petition of Support (Attachment 9).
- The application does **not** include Resident Council Meeting Minutes (Attachment 8) signed by the President of the Resident Council and the Operator, for applicants that submit a Resident Council agreement.
- If subcontractors will be used, the application does **not** include the Subcontractor Letter of Support (Attachment 6).
- The applicant does **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 are **not** submitted separately from the technical proposal documents.
- The applicant did **not** submit the Budget Narrative (Attachment 10) or Budget Cost Sheet (Attachment 11).

2) Scoring Criteria

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

Technical Criterion – 65 points

Up to \$3 million is available for the EnAbLE program. The maximum single award is \$300,000 (\$150,000 per year) per application. All applications eligible to be funded (i.e., those not eliminated for the reasons stated above) will be assigned to the appropriate DOH region (listed below) and the highest scoring application in each region will be funded. After the regional awards have been determined, the remaining applications will be rank ordered by score without regard to region.

DOH REGIONS

Capital District Regional Office	Central New York Regional Office	Metropolitan Regional Office	Western Regional Office
Albany	Broome	Bronx	Alleghany
Clinton	Cayuga	Dutchess	Cattaraugus
Columbia	Chenango	Kings	Chautauqua
Delaware	Cortland	Nassau	Chemung
Essex	Herkimer	New York	Erie
Franklin	Jefferson	Orange	Genesee
Fulton	Lewis	Putnam	Livingston
Greene	Madison	Queens	Monroe
Hamilton	Oneida	Richmond	Niagara
Montgomery	Onondaga	Rockland	Ontario
Otsego	Oswego	Suffolk	Orleans
Rensselaer	St. Lawrence	Sullivan	Schuyler
Saratoga	Tioga	Ulster	Seneca
Schenectady	Tompkins	Westchester	Steuben
Schoharie			Wayne
Warren			Wyoming
Washington			Yates

For each application, the scores on each of the technical requirements will be averaged across reviewers, and the average technical scores will be summed for each application. Applications will be scored on the technical criteria described in the RFA, as follows:

- a) Description of the facility’s characteristics in terms of size, location, clientele and mission. (up to 4 points)
- b) Description of the unmet need or problem that the project addresses and how the project addresses the unmet need or problem. (up to 10 points)
- c) The criteria used to identify the unmet need or problem. (up to 10 points)
- d) The number of residents that will be included in this project and how this number was determined. (up to 5 points)

- e) The expected outcomes, how they will improve the quality of life and independence of residents and how they will be measured. (up to 12 points)
- f) The number of certified beds, number of residents, number and percentage of residents receiving Supplemental Security Income (SSI) and/or Safety Net payments. (up to 2 points)
- g) How the project will be organized and managed in order to ensure successful and timely completion, within budgetary limits. (up to 10 points)
- h) Major tasks that must be completed to plan, implement and evaluate the project, including start and end dates. (up to 10 points)
- i) Identification of key project staff including manager who will be accountable for project. (up to 2 points)

Weighted Technical Score

The total technical score for each application will be the weighted technical score. The weighted score is calculated according to the following formula.

$$\text{Technical score} = (a/b)*c$$

Where a = raw technical score for the application being scored and b = highest raw technical score among all applications and c = 65, the highest possible raw technical score.

Example: If the highest raw technical score is 60, and the raw technical score of the application being scored is 50, the Weighted Technical Score for that application is 58.33 $[(50/60)*65]$. The Weighted Technical Score of an application with a raw score of 65 is 65, since it has the highest score among all applications. If any application receives a raw score of 65, no applications will receive a weighted technical score.

Applicants scoring less than 23 points in the weighted Technical Criteria are not eligible to receive funding and will not be further reviewed.

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 \$300,000 will be eliminated without further review.

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 of “cost per resident” served calculated on the Budget Narrative and Budget Form.

Cost per resident served by this project will be calculated as the bid price divided by the number of residents in the residence to be benefited. (See Attachment 10, 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 = the application with the lowest cost per resident served, and b = the cost per resident served of the application 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 application serving 40 residents), and the cost per resident of the application being scored is \$1,250, the Bid Price Score for that application is $20[(\$1,000/\$1,250)= 0.8*25 =20]$. The Bid Price Score of an application with a cost of \$1,000 is 25, since it has the lowest price among all applications.

Preference Points – 15 Points

a.) Up to 10 points may be given for applications providing complete and accurate information on number of certified beds, number of residents, number and percentage of residents receiving Supplemental Security Income (SSI) and or/Safety Net payments.

b.) 5 points are available for applicants scoring 23 or more points weighted technical score for wellness activities related to improving food quality.

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 applications in each region will be awarded funding. The remaining applications will be rank ordered by score without regard to region. That is, all remaining applications will compete with each other regardless of region. Funding will be awarded beginning with the highest scoring application and continuing through the rank order list in descending order until all available funds have been awarded.

If, after the maximum number of applications that can be fully funded have been selected, there are remaining 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 the Vendor Responsibility Profile. Department staff will review each Vendor Responsibility Questionnaire submitted as outlined in Section IV. 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 after 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:	Letter of Interest
Attachment 4:	Vendor Responsibility Attestation
Attachment 5:	Work Plan Format
Attachment 6:	Subcontractors Letter of Support
Attachment 7:	Agreement of Resident Council
Attachment 8:	Resident Council Meeting Minutes
Attachment 9:	Resident Petition in Support
Attachment 10	Budget Narrative
Attachment 11	Budget Cost Sheet
Attachment 12	Standard Grant Contract and Appendices
Attachment 13	Budget Statement Report of Expenditures
Attachment 14	Self Evaluation
Attachment 15	Funded EnABLE Project Summaries 2006-2007
Attachment 16	Project Options

APPLICATION COVER SHEET

Enhancing Abilities and Life Experience Program (EnAbLE)
(Page 1 of 2)

RFA # 0807030928

Please Answer All Questions (type written or in ink):

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

Enhancing Abilities and Life Experience Program (EnAbLE)
(Page 2 of 2)

Total Number of Residents: _____

Total Number of Residents to be served: _____

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: _____

TABLE OF CONTENTS

Enhancing Abilities and Life Experience Program (EnABLE)

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

“Technical Component”

RFA Name/# _____

Applicant Name _____

Page Number

1.	Application Cover Sheet	_____
2.	Table of Contents	_____
3.	Program Summary	
	a. Program Description	_____
	b. Statement of Need	_____
	c. Applicant Organization	_____
	d. Project Organization and Management	_____
	e. Work Plan	_____
4.	Subcontractor Letter of Support	_____
5.	Agreement of Resident Council/Resident Petition in Support	_____
6.	Resident Council Minutes	_____
7.	Letter of Interest (optional)	_____

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

“Financial Component”

RFA Name/# _____

Applicant Name _____

1. Budget Narrative
2. Budget/Cost Schedule

Letter of Interest
Or
Letter to Receive Notification of RFA Updates and Modifications

Date: _____

Valerie Giroux
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 # 0807030928
Enhancing Abilities and Life Experiences (EnAbLE) 2008-09

Dear Ms. Giroux:

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.health.state.ny.us/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

Vendor Responsibility Attestation

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

PROGRAM WORKPLAN

Enhancing Abilities and Life Experience Program (**EnAbLE**)

RFA # 0807030928

Instructions: A well written, concise workplan is required to ensure that the Department and the grantee are both clear about what the expectations under the contract are. When an applicant receives funding based on an application, the application submitted by the applicant may serve as the grantee’s work plan if the format is designed appropriately. The following elements are required.

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 from charities registration, 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 quantifiable, thereby providing a useful measure with which to judge the contractor’s performance.

IV. SPECIFIC DELIVERABLES

Use Attachment 5-a to complete this section.

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. In preparing your workplan, please keep in mind that the Department requires each grantee to submit an evaluation at the end of the project. The format for the evaluation is contained in Attachment 14. Please consider the information that will be required in the evaluation when constructing your workplan.

**ATTACHMENT 5-a
EnABLE Work Plan Part IV-Specific Deliverables
RFA # 0807030928**

Applicant Name: _____

Task to be Completed (Please be specific)	Begin Date	Date of Anticipated Completion	Date Completed	Name of Person Responsible

Use additional pages if necessary.

SUBCONTRACTOR LETTER OF SUPPORT
Enhancing Abilities and Life Experience Program (EnABLE)

If the applicant proposes to use a subcontractor to carry out any or all services of the project, and the application does not include the Subcontractor Letter of Support the application will be eliminated from the competition without review. The application package must also include a letter of support signed by the Executive Director of a not-for-profit organization subcontractor indicating that the subcontractor is supportive of the proposal, understands what is expected under this proposal and understands that the organization is held to the same standards as the contractor.

The letter should include:

- The subcontractor's Federal Employer Identification Number.
- Whether the sub-contractor is a not-for-profit or for-profit entity.

**AGREEMENT OF RESIDENT COUNCIL
Enhancing Abilities and Life Experience Program (EnABLE)**

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

**REQUIRED FOR ADULT HOMES, RESIDENCES FOR ADULTS and ENRICHED
HOUSING PROGRAMS HAVING A 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: (must be completed)

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 COUNCIL MEETING MINUTES
Enhancing Abilities and Life Experience Program (EnAbLE)

**REQUIRED FOR ADULT HOMES, RESIDENCES FOR ADULTS and ENRICHED
HOUSING PROGRAMS HAVING A RESIDENT COUNCIL**

MEETING DATE AND TIME:

NAMES OF THOSE IN ATTENDANCE:

MINUTES OF MEETING:

Name of RESIDENT COUNCIL PRES. (Print)

Name of OPERATOR (Print)

Signature

Signature

**RESIDENT PETITION IN SUPPORT
Enhancing Abilities and Life Experience Program (EnABLE)**

**REQUIRED FOR ENRICHED HOUSING PROGRAMS
and other Programs that do not have a Resident Council**

NAME OF PROGRAM: _____

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

DESCRIPTION OF PROGRAM: (must be completed)

Name of Operator (Print) (Date)

X

Signature of Operator (Title)

RESIDENT NAME (PRINT) SIGNATURE

Attach additional sheets if necessary.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BUDGET NARRATIVE
Enhancing Abilities and Life Experience Program (EnAbLE)

RFA # 0807030928

NAME OF FACILITY: _____

AMOUNT REQUESTED: (A) \$_____

NUMBER OF RESIDENTS PROPOSED TO BE SERVED: (B) _____

TOTAL COST PER RESIDENT SERVED: (A) ÷ (B) \$_____

BRIEF DESCRIPTION OF PROPOSAL:

**BUDGET Cost Sheet
Enhancing Abilities and Life Experience (EnAbLE)**

RFA # 0807030928

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) \$ _____
- Other (specify) \$ _____

Total Other Than Personal Service \$ _____

TOTAL BUDGET \$ _____

DIVIDED BY (C) NUMBER OF RESIDENTS SERVED _____

TOTAL BUDGET PER RESIDENT SERVED \$ _____

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

STANDARD GRANT CONTRACT
AND APPENDICES

FOR INFORMATIONAL PURPOSES ONLY

GRANT CONTRACT

STATE AGENCY (Name and Address): _____

CONTRACTOR (Name and Address): _____

FEDERAL TAX IDENTIFICATION NUMBER: _____

MUNICIPALITY NO. (if applicable): _____

CHARITIES REGISTRATION NUMBER: _____
 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: _____

TYPE OF PROGRAM(S) _____

INITIAL CONTRACT PERIOD

FROM:

TO:

FUNDING AMOUNT FOR INITIAL PERIOD: _____

MULTI-YEAR TERM (if applicable): _____

FROM:

TO:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
_____	APPENDIX A-1	Agency-Specific Clauses (Rev 7/08)
_____	APPENDIX B	Budget
_____	APPENDIX C	Payment and Reporting Schedule
_____	APPENDIX D	Program Workplan
_____	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

OTHER APPENDICES

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

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.

APPENDIX A

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 -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

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

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

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

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

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

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

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

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

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APPENDIX A-1
(REV 7/08)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
 - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
 - d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.
- a. LOBBYING CERTIFICATION
 - 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
 - 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public

Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
 - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
 - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
- d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.

4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:

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

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

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

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which

this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all

assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.
12. Other Modifications
 - a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
 - ◆ Appendix B - Budget line interchanges; Any budget interchange over 10% of the total contract value will require OSC approval.
 - ◆ Appendix C - Section 11, Progress and Final Reports;
 - ◆ Appendix D - Program Workplan will require OSC approval.
 - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.
13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for

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

- **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

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

Appendix B - BUDGET
(sample format)

RFA # 0807030928

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) \$ _____
- Other (specify) \$ _____

Total Other Than Personal Service \$ _____

TOTAL BUDGET \$ _____

DIVIDED BY (C) NUMBER OF RESIDENTS SERVED- _____

TOTAL BUDGET PER RESIDENT SERVED \$ _____

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

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. Payment and Reporting Terms and Conditions

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

- 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 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.

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 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 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 later than thirty (30) days after the completion of the project. **Please be informed that submission of the required reports and final evaluation are a condition for payment of any vouchers submitted.**

APPENDIX D

PROGRAM WORKPLAN

(sample format)

(Attachments 5 and 5a from the RFA will be substituted for this appendix if a grant is awarded)

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 H

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

I. Definitions:

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

II. **Obligations and Activities of the Business Associate:**

- (a) **The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.**
- (b) **The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Covered Entity pursuant to this Agreement.**
- (c) **The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.**
- (d) **The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware.**
- (e) **The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from,**

or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

- (f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.
- (g) The Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.
- (h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

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

(b) Specific Use and Disclosure Provisions:

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

IV. Obligations of Covered Program

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

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

may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by Covered Program

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

VI. Term and Termination

- (a) *Term.* The Term of this Agreement shall be effective during the dates noted on page one of this agreement, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in The Agreement.
- (b) *Termination for Cause.* Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- (c) *Effect of Termination.*
 - (1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the

Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. Violations

- (a) It is further agreed that any violation of this agreement may cause irreparable harm to the State, therefore the State may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.**
- (b) The business associate shall indemnify and hold the State harmless against all claims and costs resulting from acts/omissions of the business associate in connection with the business associate's obligations under this agreement.**

Miscellaneous

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

APPENDIX X

Agency Code _____

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: _____

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

PROGRAM:
CONTRACTOR:
CONTRACT #:
CONTRACT PERIOD:
Report for Period:

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

3/07 BSROE Completed by: _____ Phone #: _____

Self-Evaluation Tool

Facility Name:		County:	
RFA Title:	EnAbLE 2008-09		
Contract No/Amount	#	\$	Contract Period:

	Goal/Original	Actual	N/A
Budget			
Staff FTE			
How Many Residents Participated			
Other Please describe:			

	Yes	No	N/A
Will Project Continue After Contract Period?			
Was this Project under consideration before the grant was announced?			

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

Sometimes the positive impacts of a project are not communicated via measurable results only. If that is true of your project, please share an illustration of the effect the project has had on your organization or residents.

Self-Evaluation (continued)

Please describe the measurable impact on the target population. Identify target population and baseline status and status at end of project. Describe the tools that were used to measure the outcomes. (ex. number of sessions, number of participants, number of trips, change in number of incidents, community partnerships, resident questionnaire before and after).

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

What would you do differently if you did this again or changed if you are continuing?
Please explain.

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

Would you be willing to talk with other Adult Care Facilities that are interested in implementing a similar project?

Yes No

Name & Title of Person Completing form:

Name

Title

Printed Name of Operator

Signature

Date

**Funded EnAbLE Project Summaries
2006-2007**

- Hofgur, LLC, located in Queens County, was awarded \$98,000. The award funds a myriad of purposes, including purchase of an aquarium and two hundred safe boxes, provision of physical and occupational therapy, nutrition classes for residents, and the hiring of a driver for the facility's van.
- New Central Manor in Queens County, was awarded \$99,500. This award funds implementation of the "Connection" program – a structured socialization, as well as a movement and wellness program. The award also funds hiring a full-time certified recreational therapy specialist and consultants to implement programs. Purchase of furniture, equipment and supplies are also being made through the grant monies awarded.
- Presbyterian Residential Community, Inc., located in Oneida County, was awarded \$34,035. The benefits to residents made possible through this award include a fall prevention program; hiring of a Tai Chi trainer and assistant trainer; purchase of Nu-step exercise machines as well as other fitness equipment, televisions and DVD for residents.
- Sandford Home in Queens County was awarded \$100,000. In addition to purchase of a passenger van to transport residents, the award will enable the facility to construct a kitchen and laundry room, construct an outdoor courtyard, beautify the residential sitting area, and enhance the resident computer lab.
- St. Columban's on the Lake Home for the Well-Aged, Inc., in Chautauqua County was awarded \$89,088. This award funds expansion of the Wholeness and Wellness Program to include the "Community Partnerships for "Senior Health and Wellness" project.
- Hoffman Manor of Long Beach, located in Nassau County, was awarded \$99,841. The award will be used to establish and conduct the "Health Living" project for the facility's residents. It will also be used to provide assessments and interventions addressing physical, social and daily functional needs.
- Peregrine's Landing Senior Community, Cheektowaga. This facility, located in Erie County, was awarded \$65,588. The award will facilitate the Total Fitness Program, which includes Memory Arts, Culture Club, and PACE to Good Health Programs.
- WSFSSH-109 W 129th Street, New York County, was awarded \$61,980. The award will be used to promote wellness, socialization, literacy and mentoring programs, as well as computer skills training for residents.
- Plattduetsche Old Folks Home Society, located in Nassau County, was awarded \$49,925. The award funds the initiation of the "Long Island Surf and Turf Club", an exercise program open to all residents of the Home.
- Henderson Hill Adult Home & Assisted Living, Inc., of Richmond County, was awarded \$94,870. The award gives the facility the ability to improve educational and recreational structure, providing crafts, educational courses, trips and outdoor upgrades. Residents will have an enhancement of choices in their daily routines.
- Rescue Mission Alliance of Syracuse, NY, Inc., located in Onondaga County, was awarded \$78,078. With the award, the facility will purchase an adult passenger bus with a wheelchair lift. The facility will also be able to fund a replacement bathtub for physically disabled residents, as well as provide new laundry facilities.

- DePaul Adult Care Communities, Inc., Erie County, was awarded \$82,644. The award will fund staff training in art, music and relaxation therapy, as well as the Sensory Therapy Project. Also funded by the award is a patio enclosure and furniture for the residents' courtyard.
- Westwood Village, Inc., in Erie County, was awarded \$98,514. The award will be used to provide staff, supervision and materials to the Pathways to Memory Program. Staff, supervision and materials will also be provided for the Enhanced Activity Program.
- Rosewood Village, Inc., Erie County, was also awarded \$98,514. The facility will be able to provide staff, supervision and materials to both the Pathways to Memory Program, as well as the Enhanced Activity Program.
- Bergquist Adult Home of Chautauqua County, was awarded \$41,400. This award will be used for a variety of enhancements, such as purchase of personal refrigerators for residents, provision of sensory activities and purchase of surround-sound flat screen televisions. A county kitchen will be created, and one part-time staff member will be employed for activities.
- WSFSSH-West 74th Street Home in New York County was awarded \$42,130. In addition to conducting a Wellness and Therapeutic Arts Program, the facility will use the award to employ a nutritionist, an escort/travel trainer and exercise consultant to work with residents.
- New Haven Manor for Adults, which is located in Queens County, was awarded \$99,538. The award will be used at New Haven Manor for a myriad of improvements to resident life – recreational opportunities will be improved, a garden will be provided as well as the creation of an outdoor living space. More classes in computer art and independent living skills as well as laundry training will be possible by adding mobile trailers.
- New Brookhaven Town House for Adults, in Suffolk County, was awarded \$98,000. The award will facilitate the provision of physical and occupational therapy, as well as education and training to residents and staff. The award will enable the purchase of a van and insurance, and hiring of a driver. An aquarium, fish, and related equipment will be purchased for the enjoyment of those in the home.
- Marion Woods, Inc., located in Westchester County, was awarded \$43,000. The award will be used for health education and monitoring as well as disease and accident prevention. A video library will be available for residents. Psycho-education, support groups, art and music therapy, and implementation of a Tai Chi program will also be funded by the award.
- Family and Child Service of Schenectady, Inc., Schenectady County, was awarded \$36,494. The award will allow the facility to continue and add services to improve education of proper nutrition, including specific prescribed diets, and medication compliance. Enhancement in recreation, social and physical activities will also be realized by this award. In addition, residents will be provided with professional case management.
- The Terrace at Glen Eddy, also located in Schenectady County, was awarded \$48,431. The award will be used to provide residents with an in-house companion service to increase patient/provider communication and reliability to medical appointments.
- St. Elizabeth's Home, in Erie County, was awarded \$59,662 to develop a comprehensive exercise and wellness program for residents.
- Frederic Fleming Residence (West Side Federation for Senior and Supportive Housing, Inc.), in New York County, was awarded \$39,310. The award will not only allow the facility to expand their escort position to 40 hours per week, but hire an exercise instructor and purchase exercise equipment. The facility will also hire assorted performers and musicians to perform on-site, and purchase tickets and fund travel to various cultural events.

- Green Briar Adult Home, in Dutchess County, was awarded \$99,220. The award funds in-house and external recreation; will provide a computer corner, ping pong table, and resurface for a shuffleboard court. Staffing for these activities will be funded through the award.
- Gables Home for Adults, in Suffolk County, was awarded \$99,500. The award will be used for creation of a new room to be used by residents for recreation, computer use and exercise.
- Crimson Ridge Meadows, Peregrine Properties of Upstate, Inc., located in Monroe County, was awarded \$26,050. Not only will the award fund the addition of educational video-conferencing for residents, but the award will also allow for the expansion of the use of the "Community Connections" program.
- Elizabeth Brewster House of Cortland County was awarded \$87,888. Residents will benefit from this award as the facility will renovate a room to be used for exercise, as well as purchase of new exercise equipment.
- Loretto Adult Community, Inc., in Onondaga County, was awarded \$26,115. The funds will address the issues of depression in residents by training staff to recognize the signs and symptoms.
- Quaker Landing Memory Care Community, Peregrine Properties of Upstate, Inc., in Erie County, was awarded \$47,840. The facility proposes to create an alternative environment with a Serenity Room and to develop "Community Connections" via teleconferencing.
- Beacon Pointe Memory Care Community, Peregrine Properties of Upstate, Inc., located in Saratoga County, was awarded \$49,277. The facility will also develop "Community Connections" via teleconferencing, and create an alternative environment with a Serenity Room for residents.
- Crimson Ridge Gardens, located in Monroe County, was awarded \$46,633. This is the third facility of Peregrine Properties of Upstate, Inc., to develop, similarly to the previous two awards, a Serenity Room for residents to create an alternative environment and "Community Connections" via teleconferencing.

Project Options

Projects may also include but not be limited to the following activities to enhance the quality of life of the residents in adult care facilities:

Wellness and Nutrition Programs

Nutrition and Wellness

- Food Quality Initiatives. Projects that enhance the quality of food served, promote residents' choice and foster residents' involvement with menu selection.
- Hire a Dietician to provide nutrition education and to work with residents and food service staff to assure quality of food and accommodate prescribed diets, medication compliance and menu planning with an emphasis on fresh fruits and vegetables.
- Conduct educational programs on how residents can improve their medical condition by adhering to prescribed diets by choosing the right foods.
- Reconstruct kitchen facilities to improve food menu and food delivery system.
- Provide special food events including ethnic food and invite community resources for cooking demonstrations and healthy food taste testing.

Physical Activity

- Develop or enhance an appropriate physical activity programs which include types of activity of interest to residents and encourage resident participation.
- Provide educational lectures focusing on nutritional intake and physical activity including related topics such as obesity, diabetes and high blood pressure.
- Construct an exercise room, purchase equipment based on resident needs and hire an exercise consultant to train and support residents on proper use of equipment and development of individual exercise programs such as Tai chi and Yoga.
- Develop on-site programs which improve flexibility and balance.
- Incorporate aerobic exercise as a method to improve depression, self-esteem, confidence and fitness level.

Memory Enhancement Programs

- Use evidence-based rehabilitation adaptive techniques to maintain memory.
- Facilitate a dementia program addressing relevant interventions including choosing the "best time of the day" for more difficult tasks, organizing living spaces and learning the effects of stress, anxiety, fatigue and depression on the thought process.

Falls Prevention

- Support resident awareness of prevention methods and reduce the number of falls.
- Develop a risk management team to review fall records and develop preventive strategies and include physical therapy, activities and nutrition education focused on falls prevention.

Smoking Cessation Projects

Independent Living Skills Training

- Increase capacity toward independence in more aspects of resident lives resulting in higher levels of self-esteem.
- Create a skills training space which would allow for hands on training including meal planning, cooking, laundry and cleaning.
- Hire case managers to provide skills training to residents including money management, shopping, use of public transportation, medication management, and interpersonal skills.

Socialization and Communication

- Create environments and/or opportunities where residents may develop the social skills necessary to relate to others more easily on a one-to-one basis and in a group setting.
- Educate residents regarding the larger community and its resources, and foster the development of technical and emotional skills for social interactions with larger groups.
- Foster community involvement and sense of belonging through attending community activities and cultural events.
- Partner with local schools and community resources to provide various arts, crafts and music programs on site.
- Enhance the activity program by soliciting resident input and by offering activities which are of interest to the residents, maintain resident physical and mental functionality and support continued intellectual development of the residents.