

**RFA Number 0908130346**  
**New York State**  
**Department of Health**  
*Office of Long Term Care*  
*Division of Home and Community Based Services*  
*Bureau of Home Care and Hospice*

## **Request for Applications**

*Consumer Directed Personal Assistance Program  
Expansion Initiative*

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### **KEY DATES**

**RFA Release Date:** December 14, 2009

**Questions Due:** December 28, 2009

**RFA Updates Posted:** December 31, 2009

**Applications Due:** January 13, 2010

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Division of Home and Community Based Services  
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## **I. Introduction**

### **A. Intent**

New York State's (NYS) Consumer Directed Personal Assistance Program (CDPAP) is a Medicaid funded home care program administered by local social services districts and is one of an extensive array of home and community based programs and services provided through NYS' Medicaid Program. The program is available state-wide to qualified Medicaid recipients determined eligible to receive Medicaid funded personal care aide and/or home health aide services and/or skilled nursing services.

The New York State legislature has dedicated a funding appropriation in the 2009-2010 enacted budget for the purpose of expanding participation in this home care service delivery model.

The New York State Department of Health is issuing a Request for Application (RFA) to contract with a qualified provider to develop and implement a plan to expand participation in CDPAP. Such activities include, but are not limited to:

- 1) Developing a peer based counseling training curricula for entities or individuals to utilize;
- 2) Providing peer based programs to assist eligible persons in the understanding of their role and responsibilities when participating in CDPAP;
- 3) Preparing and disseminating general education and outreach materials to increase awareness of the CDPAP;
- 4) Developing training curricula for discharge planners, local social services districts, health care professionals and other community based providers regarding the CDPAP.

Peer counseling occurs between two or more individuals who share similar characteristics including, but not limited to, age, disability or common history. The peer counselor serves as a role model to another person and can share strategies of performing tasks, modeling techniques and offering support to a person with similar characteristics to assist him or her to explore options and strategies necessary to meet their goals. The appropriation will allow for the development of a standard peer counseling curricula to be utilized state-wide to provide support and information to individuals eligible to participate in CDPAP.

Further, the funding provides an opportunity to increase awareness and knowledge of CDPAP through development of general education and outreach materials. This outreach and education component will increase understanding and knowledge of CDPAP for health care professionals and community agencies such as, discharge planners, local

social services districts, and other long term care stakeholders.

Finally, the funding supports provision of training for health care professionals and other stakeholders to increase their understanding of the tenets of CDPAP as a community resource.

It is expected that the contract resulting from this RFA process will be a one time appropriation for a contract period of one year commencing February 1, 2010.

## **B. Background**

The purpose of CDPAP is to allow chronically ill and/or physically disabled individuals receiving home care services under the Medicaid program greater flexibility and choice in managing the delivery of authorized home care services. Medicaid consumers participating in CDPAP are responsible for a range of functions including, but not limited to, recruiting and hiring a sufficient number of personal assistants to provide authorized services and for training, supervising, scheduling, and when necessary, terminating their personal assistant(s). Consumers are also responsible for processing required paperwork for the CDPAP vendor agency, (e.g. time sheets) arranging for and scheduling back-up services, ensuring that each personal assistant works the hours indicated on his/her time sheet, participating in required assessments, and for notifying the local social services district of any changes in status including, but not limited to, address, telephone number, personal assistants and hospitalizations.

Social services districts are responsible for notifying Medicaid eligible consumers in need of home care services of the availability of CDPAP; determining a Medicaid eligible consumer's eligibility to participate in the CDPAP; conducting assessments/reassessments and prior authorizing services for which the consumer has agreed to take responsibility for managing; providing recipients with notice in writing of its decision to authorize, reauthorize, increase, decrease, discontinue or deny CDPAP services; maintaining appropriate written agreements with CDPAP vendor agencies for fiscal intermediary services; monitoring the vendor agency's performance with the written agreement; maintaining all necessary documentation and records of the districts' actions, and for assisting the consumer with accessing other programs and services when the consumer is determined no longer appropriate for CDPAP.

Vendor agencies under contract to the local social services district for CDPAP fiscal intermediary services are responsible for a range of functions, including, but not limited to: processing the payroll of each personal assistant, including withholdings for Federal, State and local income tax and Social Security (FICA); maintaining required personal assistant employment documents, e.g. annual worker health requirements; coordinating annual leave, health insurance, and other benefit programs for each personal assistant, including insurance, unemployment and worker compensation benefits; monitoring the

consumer's ability to meet his/her obligations, and promptly reporting to the local social services district any issues of concern with the consumer's ability to discharge his/her responsibilities.

In order to choose the appropriate program/service from the extensive array of Medicaid funded home and community based services consumers and other long term care stakeholders must be knowledgeable about available service options, including the CDPAP. This request for applications is to seek products to provide consumers with general education about CDPAP, provide outreach to increase awareness of CDPAP and to develop curricula which will be used to provide training on CDPAP to long term care stakeholders.

### **C. Problem/Issue Resolution**

Although the CDPAP has been in existence for over twenty years, efforts to promote the program have been fragmented and intermittent. Demographic projections identify an increased demand for home care services, and in particular, service models which offer personal choice and greater consumer control. These factors, in combination with projected regional shortfalls of home care workers, prompted the legislature to appropriate monies for expansion of New York State's CDPAP.

Specifically, the Department seeks to contract with a qualified entity to develop and execute a state-wide plan for promoting awareness and education regarding the CDPAP. To meet this goal, the contractor, or its subcontractor(s,) will be responsible for the provision of peer based counseling through a peer based program. Further, the contractor will develop training curricula and train other long term care stakeholders in the philosophy and tenets of CDPAP.

### **D. Availability of Funds**

An appropriation is available to support project activities state-wide.

A single entity may submit an application. In the event that multiple organizations or entities are applying as a consortium, the application must identify a lead agency that meets the minimum eligibility requirements from among consortium members, and which is willing and able to act as the contractor to the State. The lead agency will be legally responsible for the fulfillment of the contractual responsibilities assumed by the consortium. Any subcontract established by the consortium will be consistent with the terms of the Department's contract with the lead agency. Such contracts shall be subject to Department review and written approval prior to execution.

## **II. Who May Apply**

### **A. Minimum Eligibility Requirements**

Applications will be accepted from for-profit and not for-profit agencies, governmental entities and universities and academic institutions within New York State.

## **B. Preferred Qualifications**

Applicants should have:

- Knowledge of the principles of the most integrated setting mandate of Title II of the Americans with Disability Act (ADA) of 1990 and the independent living concepts of personal choice and personal control as well as the dignity of risk;
- Expertise in working with people with disabilities of all ages;
- Knowledge about New York State's long term care programs and providers of institutional and community based long term care services;
- Knowledge about effective collaborative relationships with long term care (LTC) community-based entities including, but not limited to: local departments of social services; Area Agencies on Aging (AAA); Community Alternative Services Agencies (CASAs); Home and Community-Based Services (HCBS) waiver programs; NYCONNECTS; Regional Resource Developmental Centers (RRDCs); Independent Living Centers (ILCs); and, other pertinent community resources;
- An understanding of the role and responsibilities of the consumer, the local social services district and the fiscal intermediary vendor agency within the construct of the CDPAP;
- The ability to develop culturally competent education and outreach materials, using modalities accessible by persons with disabilities, including innovative training technologies (CD-ROM, web-based, teleconferencing and multimedia) for dissemination to consumers, discharge planners, local social services districts and other community based providers;
- The ability to develop training materials for individuals or agencies seeking to provide peer based services in multiple languages;
- The ability to conduct training for individuals or agencies seeking to provide peer based services in multiple languages;
- Ability to develop marketing and outreach products appropriate for use by a range of LTC stakeholders following the project's completion;
- Develop outcome based curricula that identify best practice goals, worker abilities and measurable results; and
- Familiarity with Health Insurance Portability and Accountability Act (HIPAA) requirements and Medicaid privacy requirements.

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

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

The goals of this project are to develop and implement a multi-tiered plan to expand participation in CDPAP by:

1. Providing education and outreach to facilitate increased state-wide participation;
2. Developing resource materials and curricula for statewide training of consumers, discharge planners, local social services districts, health care professionals and other community based providers;
3. Developing a curricula for peer counseling that is reflective of CDPAP to assure a consistent state-wide approach for the provision of peer counseling;
4. Developing a plan for disseminating education and outreach materials to discharge planners, local social services districts, health care professionals and other community based providers.

In 2007, Department of Health data indicates that 8,586 individuals participated in the CDPAP. By 2008, participation in CDPAP had increased approximately 5% to 9,049 individuals. By meeting the expectations of this project, including but not limited to, education and outreach, development and dissemination of resource materials and curricula for training consumers and community resources, it would be expected that consumer participation and referrals from community resources would increase. In tandem with the requirements of Chapter 58 of the Laws of 2009, requiring districts to submit annual plans for CDPAP's usage and expansion, information provided by the contractor will provide supportive data related to the scope and extent of the expansion of CDPAP.

## **B. Program Activities**

The contractor selected under this Request for Applications should demonstrate competency in the following areas:

### **1. Peer Based Counseling**

**Developing and implementing, or arranging for the implementation of, a Peer Based Counseling Training Curricula for entities or individuals to support consumers eligible for CDPAP participation**

The peer counseling training should be uniform and adaptable for state-wide use. The training curricula should be designed to: orient peer counselors to the CDPAP requirements; the scope of the program; and, its policies and procedures.

that

The training should also identify other resources, and how to access them, may be available to support the consumer in their respective community.

The contractor must develop a peer based counseling training curricula. These curricula should include:

- the policies, procedures and structure of the program; ethical and legal considerations such as Medicaid confidentiality rules;
- ways to establish a support network and sources of support;
- the limitations of the peer counselor role, including circumstances requiring professional intervention and the procedures for referral to qualified practitioners or programs.
- job specific information which relates to the CDPAP objectives, e.g. providing consumer guidance or counseling in interviewing for personal assistants; training resources; scheduling and supervising personal assistants; arranging and scheduling back-up coverage; processing required paperwork, including, but not limited to, time sheets and other employment documents; and procedures to follow when dismissing a personal assistant.
- interpersonal skills training.

### **Peer Based Counseling for CDPAP applicants and participants**

Using the Peer Based Counseling Training Curricula developed under this contract, and approved by the Department, the contractor will be expected to:

- be direct providers of the peer based counseling to consumers eligible for participation in CDPAP; or
- contract with peer based counseling providers who will directly provide peer based counseling to consumers eligible for CDPAP; and
- conduct training for entities that will be responsible for conducting the peer based counseling through the use of a “train the trainer mode”.

The contractor(s) will be expected to collaborate with appropriate community based entities to identify individuals eligible for participation in the CDPAP who may benefit from peer based counseling. The contractor will be expected to develop a plan for determining the scope and duration of peer counseling services to be provided and for evaluating the outcome of provided peer counseling services.

## **2. Education and Outreach**

### **Developing education and outreach materials**

Materials developed should be user-friendly, accurately describe the purpose, scope and construct of the CDPAP; enhance the knowledge base of intended audiences; have state-wide applicability; have long term utility and be available in Spanish. Contractor(s) will be expected to develop marketing materials with input from appropriate stakeholders.

**Conducting and distributing information to provide education and outreach to discharge planners, local social services districts, health care professionals and other community based providers**

The contractor will be expected to develop and implement a plan for conducting or distributing information for state-wide education and outreach to discharge planners, local social services districts, health care professionals and other community based providers regarding the CDPAP. The plan should describe tools or methods utilized for evaluating the outcome of its education and outreach activities.

**3. Other**

**Addressing linguistic and cultural barriers**

The contractor should assure that all materials developed for state-wide use are culturally sensitive and meet the requirements of the Americans with Disabilities Act (ADA).

**The Department of Health must review and approve all products developed through this contract prior to their use.**

The contractor must assure that all products in draft form are submitted to the Department to allow for review and approval in a timeframe consistent with the contractor's workplan. Such products would include the education and outreach material developed, consumer satisfaction surveys, mechanism for the consumer to indicate resolution of counseling and feedback from community resources representatives as to whether the participation in training sessions impacted their referral process. All such products shall become the property of the Department.

**IV. Administrative Requirements**

**A. Issuing Agency**

This RFA is issued by the NYS Department of Health, Office of Long Term Care, Division of Home and Community Based Services, Bureau of Quality Assurance, Surveillance and Licensure. The Department is responsible for the requirements specified herein and for the evaluation of all applications.

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

All questions must be submitted electronically to [cdpap@health.state.ny.us](mailto:cdpap@health.state.ny.us) or in written format to Leslie Galusha, Office of Long Term Care, 161 Delaware Avenue, Delmar, NY 12054.

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

Questions of a technical nature can be addressed by contacting Aaron Smith at (518) 474-5888. **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.nyhealth.gov/funding/>. Questions and answers, as well as any updates and/or modifications, will also be posted on the Department of Health's website. All such updates will be posted by the date identified on the cover sheet of this RFA.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions, please complete and submit a letter of interest (see Attachment 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 4:00 PM on January 13, 2010. Late applications will not be accepted.

Margaret O. Willard  
Bureau of Quality Assurance and Licensure  
Division of Home and Community Based Services  
Office of Long Term Care  
New York State Department of Health  
161 Delaware Avenue  
Delmar, New York 12054

***NOTE: This application has two parts, technical and financial, which must be in separate SEALED envelopes. Both parts may be sent together in a single mailing as long as they are in separate sealed envelopes.***

Label the outside of ALL application packages with the name and number of this RFA and the name of the applicant.

Applicants shall submit one (1) complete original signed application, and four (4) printed copies, and a complete copy on a CD. The electronic copy should include a complete copy of the application, readable in Adobe's .pdf format or Microsoft Office products. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document.

Applications **WILL NOT** be accepted via fax or e-mail.

**It is the applicant's responsibility to see that applications are delivered to the address above prior to the date and time specified. Applications received after the due date and time will not be accepted. Late applications due to a documentable delay by the carrier may be considered at the Department of Health's discretion.**

**E. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO:**

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
4. 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.

5. The Department of Health reserves the right to award monies based on geographic or regional considerations 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.

Contracts resulting from this RFA will be for a one year period. The expected contract start date is February 1, 2010, although the Department reserves the right to modify contract dates.

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

1. The State (NYS Department of Health) may, at its discretion, make an advance payment to not for profit contractors in an amount not to exceed 25% percent.
2. The contractor will be required to submit QUARTERLY invoices and required reports of expenditures to:

NYS Department of Health  
Office of Long Term Care  
Division of Home and Community Based Services  
Bureau of Quality Assurance & Licensure  
161 Delaware Avenue  
Delmar, New York 12054  
Att: Margaret O. Willard

3. Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be made on a cost-reimbursement basis pursuant to the negotiated contract budget and completion of Workplan elements set for the period.

4. The contractor will be required to submit quarterly progress and expenditure reports. All payment and reporting requirements will be detailed in Appendix C of the final contract. Such reports must be submitted no later than 30 days from the end of the calendar quarter and must be completed using a standardized format provided by the Department. The reports must include, but not be limited to, progress on work plan activities, numbers of contacts made to individuals or organizations to provide education, and outreach and total number of participants in each session. The reports must also provide information related to peer counseling including, but not limited to, number of consumers counseled, the number of contacts with each consumer and positive/negative feedback obtained from the consumer or family. Additionally, such data should be provided, as appropriate, from any **subcontractors of services**. A final report will be due to the Department at the completion of the contract period.

The contractor will be expected to participate in semi-annual meetings in Albany with Department staff. Contractors may be subject to on-site reviews at the discretion of the Department. Travel expenses to these meetings are an allowable expense and should be included in the project budget.

5. The Contractor is responsible for submitting correctly prepared vouchers for payment. The Department reserves the right to request additional documentation.

## **H. Vendor Responsibility Questionnaire**

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants should also complete and submit the Vendor Responsibility Attestation (Attachment 7).

## **I. General Specifications**

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

2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
  3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.
  4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
- a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
  - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
  - c. If, in the judgment of the Department of Health, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at

the time of such termination, subject to audit by the State Comptroller.

## J. Appendices

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

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX A-1 Agency Specific Clauses
- APPENDIX B - Budget
- APPENDIX C - Payment and Reporting Schedule
- APPENDIX D - Workplan
- APPENDIX H - Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement <*if applicable*>
- APPENDIX E - Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:
  - Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:
    - **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
    - **C-105.2** - Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
    - **SI-12** - Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance
  - Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

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

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

## V. Completing the Application

### A. Application Content

The contractor will be selected based on a submitted application demonstrating its ability to successfully complete the CDPAP Expansion Initiative activities. Applications should be submitted according to the following format:

**A completed application must contain two packages, in separate sealed envelopes or boxes, clearly labeled with the RFA number and the words TECHNICAL COMPONENT or FINANCIAL COMPONENT as appropriate. Failure to do so may result in elimination of your application without review.**

**TECHNICAL COMPONENT. (Total=75 points)**

The following documentation should be enclosed in a sealed envelope with the following identifying information written/typed on the front:

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

Contents of the Technical Component should include the following, identified with these headings.

- 1. Application Cover Sheet (Attachment 1)**
- 2. Table of Contents**
- 3. Program Summary**
- 4. Narrative Section**
  - a. Applicant Capability**
  - b. Workplan (narrative section), Timeline, and Evaluation Plan**
  - c. Workplan form (Attachment 8)**
- 5. Budget (use Attachments 5 and 6)**
- 6. Vendor Responsibility Attestation (use Attachment 7)**

#### **1. Application Cover Sheet**

A form is provided (Attachment 1) that will serve as the Application Cover Sheet. This form may be recreated on the applicant's computer, provided the applicant strictly adheres to the given format.

Answer all questions on both pages. Fill in N/A for the Charities Registration number if you do not have one. Sign the original in ink.

#### **2. Table of Contents**

The Table of Contents should indicate by page numbers the location of all components of your application including attachments.

#### **3. Program Summary (6 points)**

Summarize your agency's policies and procedures that will be in place to meet the objectives in this RFA. Explain how your agency will complete the required activities and meet the overall goal to increase CDPAP participation. The summary should not exceed three (3) pages in length.

#### **4. Narrative Section**

##### **a. Applicant Capability (20 points)**

***Organization Mission/Structure/Staff/Commitment***

Describe the organizational structure of your organization, including essential staff and their qualifications (degrees, licenses, certifications, relevant experiences, etc.).

Describe the composition of your organization's Board of Directors, if applicable, including a discussion of how significantly individuals with disabilities and/or seniors are represented on your organization's Board of Directors.

Discuss how your proposed staffing will be integrated into your current organizational structure and include an Organizational Chart covering personnel names/titles, to whom the primary staff person(s) will report and lines of communication and decision making with your application.

Discuss your organization's ability to hire/fire/train/retain sufficient qualified staff to effectively meet the goal and activities of the RFA. In addition, describe your organization's staffing plan for this project. At a minimum, for those staff responsible for developing and implementing peer counseling training and education related to this project, the preferred qualifications should reflect a BA/BS in health and human services or a related field and documented relevant experience in peer counseling and in development and provision of training curricula to target populations. Please describe the qualifications you will be seeking for the staff you plan to use or hire to carry out RFA activities.

Describe your organization's establishment and utilization of Information Technology (IT) capacity related to securely maintaining and tracking data.

Discuss how your organization will avoid any duplication of effort if it is currently conducting, or currently being reimbursed for, activities similar to those required in the RFA.

### ***Experience***

Describe how this project fits into your organization's overall mission.

Describe your knowledge of the principles of the Americans with Disability Act of 1990 and the independent living concepts of personal choice and personal control as well as the dignity of risk.

Describe your organization's experience in working with people of all disabilities and ages.

Describe your knowledge of all New York State's long term care programs and providers.

Describe your knowledge of and relationship with other long term care community-based entities in the state, including, but not limited to: Local Departments of Social Services(LDSS); Area Agencies on Aging (AAA); Community Alternative Systems Agencies (CASA); NYCONNECTS; Regional Resource Development Centers (RRDCs), Independent Living Centers (ILCs); and, other pertinent community resources.

Describe your understanding of the construct of the CDPAP and the respective roles and responsibilities of the consumer, local social services district, and the fiscal intermediary agency.

Describe your experience and abilities in development of culturally competent materials for dissemination to discharge planners and other community based organizations.

Describe your organization's experience with the provision of peer based services that promote consumer choice and independence. Include any knowledge of and/or experience in the performance of strength-based assessments.

Describe your organization's experience with peer based counseling including, but not limited to, your process for determining appropriate candidates, conducting outreach and education activities; and evaluating outcomes.

Describe your organization's familiarity with, and application of, Health Insurance Portability and Accountability Act (HIPAA) requirements and applicable Medicaid privacy requirements.

Describe your organization's experience in developing outreach products for use by a range of long term care stakeholders.

Describe your organization's process for determining the qualifications and abilities of any potential subcontractor(s) to meet the requirements of experience and service provision identified above.

### **Workplan, Timeline, and Evaluation Plan (49 points)**

Applicants should submit a narrative and a workplan table (Attachment 8) describing how each of the required program activities will be accomplished, the timeframes for program implementation, and an evaluation plan based on the activities listed below:

The narrative should describe the goal, objectives, activities, timeframes and evaluation methods for the development and implementation of the project. It should cover any partnering and planning, key linkages, staffing, range of services and how they will be provided, based on the activities of your proposed Workplan. Additionally, the narrative should demonstrate an understanding of the social, cultural, economic and service issues likely to impact this population. In cases where the proposed activities require collaboration, or subcontracting, with other entities, include a description of any agreement and the roles and responsibilities of key entities involved.

Describe any challenges you anticipate in providing outreach under this RFA and how you plan to address them. Applicants should describe the methods to be used to monitor progress in completion of each activity.

The Workplan table should provide a clear succinct picture of major tasks, dates for accomplishment, who the lead staff will be and how the task will be evaluated.

**1. Addressing linguistic and cultural barriers (5 of 49 points)**

Applicants should describe how they will meet the linguistic and cultural needs of the population to be served in each activity.

**2. Development of a peer based counseling curricula to facilitate implementation of peer based counseling to assist persons eligible for CDPAP participation (12 of 49 points)**

Applicants should describe how they will develop peer counseling training that is: uniform and adaptable for state-wide use; designed to orient peer counselors to the CDPAP philosophy; the scope of the program and its policies and procedures; able to identify other resources that may be available to support the consumer in their home and community.

Specifically, applicants should describe how they will develop peer counselor curricula containing the following components:

- a. Information about the policies, procedures and structure of the program; ethical and legal considerations such as confidentiality; ways to establish a support network and sources of support; and, the limitations of the peer counselor role, including signs which indicate professional intervention may be

- required, and the procedures for any necessary referral;
- b. Job specific information which relates to the CDPAP objectives, e.g. providing consumer guidance or counseling in interviewing for personal assistants; training resources; scheduling and supervising personal assistants; arranging and scheduling back-up coverage; processing required paperwork, including, but not limited to, time sheets and other employment documents; and procedures to follow when dismissing a personal assistant; and
  - c. Interpersonal communication skills training.

Describe how, in order to “train the trainers” using the curricula previously described, you will:

- a. identify the target audience
- b. identify the minimum number of classes planned
- c. identify where the training will be provided (e.g. upstate, downstate, regionally etc)
- d. identify and include evaluation materials for participants that include satisfaction questionnaires and training’s impact on program referrals

**3. Conduct Peer Counseling for CDPAP applicants and participants (10 of 49 points)**

Describe how you will use the Peer Based Training Curriculum, developed under this contract and approved by the Department, to provide peer based training to persons eligible for CDPAP participation.

Describe how you will collaborate with appropriate community based entities to identify individuals eligible for participation in the CDPAP who may benefit from peer based counseling.

Describe how you will develop a plan for determining the scope and duration of peer counseling services to be provided and for evaluating the outcome of provided peer counseling services.

Describe how you will initiate any subcontracts for the provision of peer based counseling if your agency does not or will not be providing all the counseling necessary to meet the terms of this RFA.

**4. Develop education and outreach materials for use in marketing the CDPAP (10 of 49 points)**

Identify the audience that you will target for dissemination of material developed.

Describe how you will develop materials that will be user-friendly, accurately describe the purpose, scope and construct of the CDPAP; enhance the knowledge base of intended audiences; have state-wide applicability; and have long term utility.

Describe how you will collaborate with other appropriate stakeholders in the development of marketing materials.

Describe how you will utilize your marketing and outreach materials to inform and educate individuals presently in receipt of Medicaid funded long term care services, e.g. personal care, home health services and or skilled nursing.

**5. Conduct education and outreach for discharge planners, local social services districts, and other appropriate entities(12 of 49 points)**

Describe how you will develop and implement a plan for conducting state-wide education and outreach to discharge planners, local social services districts, health care professionals and other appropriate entities on the CDPAP.

Describe the number of public information and outreach sessions you anticipate conducting. Include:

- a. tentative number of sessions including geographic location (e.g. upstate, downstate, regional etc) to ensure state-wideness
- b. target audience
- c. method of evaluating effectiveness of sessions

**FINANCIAL COMPONENT. (25 points)**

1. The following documentation should be enclosed in a **sealed** envelope with the following identifying information written/typed on the front:

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

2. **Budget/Cost Sheet.** Use Attachments 5 and 6.

Assuming a twelve month contract, applicants should complete and submit

Attachment 6 in its entirety. Applicants should submit a 12-month budget, assuming a February 1, 2010 start date. All costs must be related to the provision of the CDPAP Expansion Initiative, as well as be consistent with the scope of services and be reasonable and cost effective.

Funding received for this contract may only be used for expanded and/or new activities pursuant to this RFA and may not supplant existing funds for current staff, or activities of your organization or your subcontractors.

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

Expenditures will not be allowed for the purchase of major pieces of depreciable equipment (although limited computer/printing equipment may be considered) or remodeling or modification of a structure.

## **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 fifteen (15) pages excluding Workplan and budget forms AND should be double spaced typed pages (not including the cover page, budget and attachments), using Times New Roman 12 point font. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

Applications failing to include the below referenced sections may be removed from consideration:

Program Summary  
Applicant Capability  
Workplan, Timeline and Evaluation Plan  
Budget

## **C. Review & Award Process**

### **1. Application Review**

The highest scoring applicant will be selected and funded. Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH. Staff from other state agencies may also participate in the application review and evaluation.

Important considerations in the review process will be:

- The extent to which the contents of the RFA have been fully addressed.
- A clear and appropriate budget justification and how consistent the proposed budget is with the scope of activities to be conducted.
- The extent to which the program design proposed is likely to meet the goals of this project.
- The extent to which the applicant's proposal demonstrates a state wide approach.

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

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

In the situation of a tie the application that has the highest score, excluding the budget, (Attachment 6) will be awarded the contract.

## **2. Scoring Criteria**

Scoring of applications will be based on the following technical and financial criteria:

### **Technical Criteria (75 points)**

Points will be awarded for each section up to the maximum shown in the table below. Points for each section will be added together to produce a total technical score.

Program Summary	6 points
Applicant Capability	20 points
Workplan, Timeline and Evaluation Plan	49 points
Budget	25 points

### Weighted Technical Score

The total technical score for each application will be used to calculate the weighted technical score 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 = 75, 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)\*75]. The Weighted Technical Score of an application with a raw score of 75 is 75, since it has the highest score among all applications.

**Applicants scoring less than 40 points in the weighted Technical Criteria are not eligible to receive funding and will not be further reviewed.**

### **Financial Criteria (25 points)**

#### Weighted Financial Score

Each proposal's cost relative to other proposals submitted in response to this RFA will be calculated based on the formula described below. The lowest bidder will receive the full twenty-five (25) points available.

The financial score will be calculated as  $( A/B)*C$  [(A divided by B) times C] where:

- A is total price of lowest price financial proposal
- B is total price of the financial proposal being scored, and
- C is the total financial points available (25 points)

## **VI. Attachments**

- Attachment 1: Application Cover Sheet
- Attachment 2: Table of Contents
- Attachment 3: Letter of Interest Format
- Attachment 4: Standard Grant Contract with Appendices
- Attachment 5: Budget Narrative
- Attachment 6: Budget Statement – Report of Expenditures
- Attachment 7: Vendor Responsibility Attestation
- Attachment 8: Workplan Template
- Attachment 9: Application Checklist

**Attachment 1**

**NEW YORK STATE DEPARTMENT OF HEALTH**

**Consumer Directed Personal Assistance Program Expansion Initiative  
Application Cover Sheet**

1. Legal Name of Applicant \_\_\_\_\_
2. Applicant Address \_\_\_\_\_  
\_\_\_\_\_
3. Employer Identification Number (FEIN) \_\_\_\_\_
4. Entity Type For Profit.. not for Profit.. Government.. Education.. Other..
5. Charities Registration Number, if applicable \_\_\_\_\_
6. Contact Person Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Email \_\_\_\_\_ Website \_\_\_\_\_
7. List the name and address of any collaborating organizations  
Name \_\_\_\_\_ Address \_\_\_\_\_  
Name \_\_\_\_\_ Address \_\_\_\_\_  
Name \_\_\_\_\_ Address \_\_\_\_\_

**8. CERTIFICATION OF ACCEPTANCE**

I certify that the statements herein are true and complete to the best of my knowledge, and accept the obligation to comply with NYS Department of Health terms and conditions if a grant is awarded as the result of this application. A willfully false certification is a criminal offense.

Official Signing for Applicant

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

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

**Attachment 2**

Table of Contents

**TECHNICAL PROPOSAL**

Program Summary

Narrative Section

- a. Applicant Capability
- b. Workplan (narrative section)
- c. Timeline
- d. Evaluation Plan

Vendor Responsibility Attestation (use Attachment 7)

\_\_\_\_\_ *Use a separate sealed envelope for the financial proposal* \_\_\_\_\_

Table of Contents

**FINANCIAL PROPOSAL**

Budget Narrative

Budget

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

DOH Contact  
DOH Address

Re: RFA # 0908130346  
RFA Title: Consumer Directed Personal Assistance Program Expansion Initiative

Dear \_\_\_\_\_:

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

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

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

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

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

Sincerely,

# GRANT CONTRACT (STANDARD)

STATE AGENCY (Name and Address):  


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NYS COMPTROLLER'S NUMBER:

. ORIGINATING AGENCY CODE:

CONTRACTOR (Name and Address):  


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. TYPE OF PROGRAM(S)

.  
.  
.

FEDERAL TAX IDENTIFICATION NUMBER:

. INITIAL CONTRACT PERIOD

MUNICIPALITY NO. (if applicable):

. FROM:

. TO:

CHARITIES REGISTRATION NUMBER:  
PERIOD:

. FUNDING AMOUNT FOR INITIAL

---

— — - — - — — — or ( ) EXEMPT:  
(If EXEMPT, indicate basis for exemption):.  
.

. MULTI-YEAR TERM (if applicable):

. FROM:

. TO:

---

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

## **APPENDICES ATTACHED AND PART OF THIS AGREEMENT**

<input type="checkbox"/>	<b>APPENDIX A</b>	Standard clauses as required by the Attorney General for all State contracts.
<input type="checkbox"/>	<b>APPENDIX A-1</b>	Agency-Specific Clauses (Rev 10/08)
<input type="checkbox"/>	<b>APPENDIX B</b>	Budget
<input type="checkbox"/>	<b>APPENDIX C</b>	Payment and Reporting Schedule
<input type="checkbox"/>	<b>APPENDIX D</b>	Program Workplan
<input type="checkbox"/>	<b>APPENDIX X</b>	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

## **OTHER APPENDICES**

<input type="checkbox"/>	<b>APPENDIX A-2</b>	Program-Specific Clauses
<input type="checkbox"/>	<b>APPENDIX E-1</b>	Proof of Workers' Compensation Coverage
<input type="checkbox"/>	<b>APPENDIX E-2</b>	Proof of Disability Insurance Coverage
<input type="checkbox"/>	<b>APPENDIX H</b>	Federal Health Insurance Portability and Accountability Act
<input type="checkbox"/>	<b>APPENDIX _____</b>	Business Associate Agreement
<input type="checkbox"/>	<b>APPENDIX _____</b>	_____

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

<hr/>	<hr/>
CONTRACTOR	. Contract No.
By: _____	By: _____
(Print Name)	(Print Name)
<hr/>	<hr/>
Title: _____.	Title: _____.
Date: _____.	Date: _____.
<hr/>	. 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:\_\_\_\_\_

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 A1.

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

## II. Payment and Reporting

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

## III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.

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

#### IV. Indemnification

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

#### V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-2.

#### VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

**APPENDIX A-1  
(REV 10/08)**

**AGENCY SPECIFIC CLAUSES FOR ALL  
DEPARTMENT OF HEALTH CONTRACTS**

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

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

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

4. The CONTRACTOR shall accept responsibility for compensating the STATE for any

exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

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

- a. LOBBYING CERTIFICATION

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

- ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
  - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
- d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:

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

**b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:**

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

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

**c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law,

Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

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

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

**Instructions for Certification**

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not

knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

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

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
- b) Where the prospective lower tier participant is unable to certify to any of the

statements in this certification, such prospective participant shall attach an explanation to this proposal.

6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
  7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
  8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
  9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
  10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
  11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.
12. Other Modifications
- a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
    - ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
    - ◆ Appendix C - Section 11, Progress and Final Reports;
    - ◆ Appendix D - Program Workplan will require OSC approval.
  - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a

Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

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

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

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

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

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

## APPENDIX B

### BUDGET (sample format)

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

Budget Period: Commencing on: \_\_\_\_\_ Ending on: \_\_\_\_\_

#### Personal Service

Number	% Annual Devoted to Title	Time Spent Salary	Total Amount Budgeted From This Project	NYS
--------	---------------------------	-------------------	---	-----

Total Salary \_\_\_\_\_

Fringe Benefits (specify rate) \_\_\_\_\_

TOTAL PERSONAL SERVICE: \_\_\_\_\_

Other Than Personal Service                          Amount

#### Category

Supplies

Travel

Telephone

Postage

Photocopy

Other Contractual Services (specify)

Equipment (Defray Cost of Defibrillator) \_\_\_\_\_

TOTAL OTHER THAN PERSONAL SERVICE \_\_\_\_\_

GRAND TOTAL \_\_\_\_\_

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

## APPENDIX C

### PAYMENT AND REPORTING SCHEDULE

#### 1. Payment and Reporting Terms and Conditions

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

- ① 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
- ① 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:

- ① the end of the first monthly/quarterly period of this AGREEMENT; or
- ① 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 \_\_\_\_\_ 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 monthly/quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the \_\_\_\_\_.

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

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

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical

non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

## II. Progress and Final Reports

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

Report Type:

### A. Narrative/Qualitative Report

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

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

### B. Statistical/Quantitative Report

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

### C. Expenditure Report

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

### D. Final Report

\_\_\_\_\_ (Organization Name) \_\_\_\_\_ will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan.

## APPENDIX D

### PROGRAM WORKPLAN (sample format)

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

#### I. CORPORATE INFORMATION

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

#### II. SUMMARY STATEMENT

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

#### III. PROGRAM GOALS

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

#### IV. SPECIFIC DELIVERABLES

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

Language contained in Appendix C of the contract states that the contractor is not

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

**Agency Code 12000**  
**APPENDIX X**

Contract Number: \_\_\_\_\_ Contractor: \_\_\_\_\_  
Amendment Number **X**-\_\_\_\_\_

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

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

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

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

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

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

      \$ \_\_\_\_\_                  From       /      /       to       /      /      .  
(Value before amendment)                  (Initial start date)

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

      \$ \_\_\_\_\_                  From       /      /       to       /      /      .

This will result in new contract terms of:

\$ \_\_\_\_\_  
(All years thus far combined) From \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.  
(Initial start date) (Amendment end date)

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Signature Page for:

Contract Number: \_\_\_\_\_ Contractor: \_\_\_\_\_

Amendment Number: X- \_\_\_\_\_

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

**CONTRACTOR SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_

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

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

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

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

**STATE AGENCY SIGNATURE**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_

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

**ATTORNEY GENERAL'S SIGNATURE**

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

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

**STATE COMPTROLLER'S SIGNATURE**

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

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

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**BUDGET NARRATIVE**  
**RFA # 0908130346**

**Applicant Name:** \_\_\_\_\_

**AMOUNT REQUESTED:** \$\_\_\_\_\_

**BRIEF SUMMARY OF PROPOSAL (Note: Fiscal reviewers will not see the technical proposal so summary should explain the project)**

**Justification of Expenses:**

**Attachment 6****BUDGET Cost Sheet**  
**RFA # 0908130346****Applicant name:** \_\_\_\_\_**A) AMOUNT REQUESTED:** \_\_\_\$\_\_\_\_\_**B) PERSONAL SERVICE** **Fringe Rate** \_\_\_\_%  
\_\_\_\_\_

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
	\$		\$	\$	\$
	\$		\$	\$	\$
	\$		\$	\$	\$
	\$		\$	\$	\$
	\$		\$	\$	\$
	\$		\$	\$	\$
Total Salary and Fringes	\$			\$	\$

**Total Personal Service (salary plus fringes):** \$\_\_\_\_\_**C) OTHER THAN PERSONAL SERVICE**

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

**Total Other Than Personal Service** \$\_\_\_\_\_**D) TOTAL BUDGET (sum of B and C)** \$\_\_\_\_\_

## Vendor Responsibility Attestation

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

**Choose one:**

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

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

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

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

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

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

**Appendix D**  
**Consumer Directed Personal Assistance Program**  
**WORKPLAN**  
**CONTRACT PERIOD:**

OBJECTIVES	ACTIVITIES TO MEET OBJECTIVES	PERSON(S) RESPONSIBLE	COMPLETION DATE	TRACKING/EVALUATION METHODS



**Attachment 9****Applicant Checklist**

- Application will arrive by the due date on the cover of this RFA
- Application is in two sealed packages, technical and financial, and labeled with the RFA number, applicant name and technical or financial proposal
- The package includes the cover page, completely filled out and signed by a responsible party on behalf of the applicant organization
- One original, four (4) printed copies and one CD, labeled with the RFA number and name of applicant, are included
- The technical proposal includes

Table of Contents

Program Summary

Narrative Section

    Applicant Capability

    Workplan (narrative section), Timeline, and Evaluation Plan

Signed Vendor Responsibility Attestation (use Attachment 4)

Appendices as needed

- The financial proposal includes

Budget Narrative

Budget Cost Sheet