

**New York State
Department of Health
Office of Long Term Care
Alzheimer's Disease Program**

RFA Number 1004010353

Request for Applications

Alzheimer's Disease Assistance Centers

KEY DATES

RFA Release Date: August 10, 2010
Letter of Interest and Questions Due: August 24, 2010
Questions and Answers Posted: On or About September 8, 2010
RFA Updates Posted: On or About September 8, 2010
Applications Due: September 29, 2010

DOH Contact Name & Address:

Theresa M. Nichols
Alzheimer's Disease Program
New York State Department of Health
Corning Tower, Room 1602
Albany, New York 12237
Telephone No.: (518) 474-1988
Fax No.: (518) 486-7835
E-mail: alzrfa@health.state.ny.us

Table of Contents

I.	Introduction	3
	Background	3
	Description of Program	4
	Available Funding, Regional Distribution of Anticipated Awards	4
II.	Who May Apply	5
III.	Project Narrative/Work Plan Outcomes	5
	Expectations of Project	5
IV.	Administrative Requirements	7
	A. Issuing Agency	7
	B. Question and Answer Phase	7
	C. Applicant Conference	8
	D. How to File an Application	8
	E. The Department’s Reserved Rights	8
	F. Term of Contract	9
	G. Payment and Reporting Requirements	10
	H. Vendor Responsibility Questionnaire	10
	I. General Specifications	11
	J. Appendices included in DOH Grant Contracts	12
V.	Completing the Application	13
	A. Application Content	13
	B. Application Format	15
	C. Review and Award Process	15
VI.	Attachments	17
	Attachment 1: Standard Grant Contract with Appendices	18
	Attachment 2: Letter of Interest Format	42
	Attachment 3: Application Checklist	43
	Attachment 4: Application Cover Sheet	44
	Attachment 5: Work Plan	45
	Attachment 6: Sample Budget and Instructions	49
	Attachment 7: Sample Budget Justification	51
	Attachment 8: Vendor Responsibility Attestation	52

I. Introduction

The Alzheimer's Disease Program (ADP) located within the Office of Long Term Care, New York State Department of Health (NYSDOH), is soliciting applications for the Alzheimer's Disease Assistance Centers (ADACs), in accordance with the provisions of Chapter 586 of the Laws of 1987. These centers serve as centers of excellence for the provision of comprehensive and coordinated medical services including identification, management, and treatment of patients with Alzheimer's disease and other dementias; training, support and referral of patients, their caregivers, and medical providers. The Centers also serve as a community-wide resource and referral source for this disease. Coordinated delivery of community-based services to dementia patients and their families is essential for people with Alzheimer's disease to remain in their communities. The ADACs collaborate with Alzheimer's Disease Community Service Programs in their regions to promote effective care management, education, appropriate support for caregivers, and self-help groups.

Background

Alzheimer's disease and other dementias have a significant impact on individuals and families in New York State. It is estimated that more than 414,000 New York State residents have Alzheimer's disease, the most common form of dementia. Alzheimer's disease is a neuro-psychiatric disorder that results in death after a course of irreversible cognitive impairment due to destruction of specific types of cells in the central nervous system.

The ADACs promote early and correct dementia diagnoses. Numerous documented benefits of early diagnosis include the opportunity for diagnosed individuals to receive:

- ✓ Appropriate medication which may slow the progression of disease symptoms
- ✓ Access to new courses of treatment as they become available
- ✓ Information about and participation in appropriate clinical trials
- ✓ Referrals to and participation in appropriate day and social programming
- ✓ Education and training to help patients prepare for the disease progression
- ✓ Appropriate social service and support services
- ✓ Advice related to legal and financial planning
- ✓ Assistance with planning for future service needs
- ✓ Appropriate treatment of behavioral symptoms

The planning and preparation for supportive services promoted by the ADACs is critical not only to the patients but to their unpaid caregivers who provide 70% of the support needed by these people. The effectiveness of this approach has been demonstrated by numerous research studies, including a recent study, "Improving Caregiver Well-Being Delays Nursing Home Placement of Patients with Alzheimer's Disease" (Mittelman, *Neurology*, November 14, 2006), which concluded that enhancing services to the patient and caregiver can improve quality of life for individuals and delay institutional placement by one and a half years (557 days). The delayed placement represents up to \$130,861 savings per patient (based on an average annual nursing home cost of \$85,753).

Description of Program

The ADACs serve as centers of excellence in the treatment of persons with Alzheimer’s disease and other dementias, and provide leadership and guidance for patients, families and health care providers. Goals of these centers are to:

- Expand the medical community's capability to effectively detect, diagnose and treat dementias, at the earliest possible time;
- Promote the benefits of early diagnosis of dementia to medical providers and the community-at-large;
- Offer interdisciplinary programs including case management services to people with dementia and their caregivers;
- Provide technical assistance, training and education to healthcare and other service providers in the region served; and
- Serve as a regional resource for education, research and clinical trials.

The purpose of this RFA is to provide financial support to ADACs in their efforts to meet these goals through a multi-disciplinary consortium approach to patient care, family support, and the education and training of health care and other service providers.

Available Funding, Regional Distribution of Anticipated Awards

The NYSDOH has provided funding to ADACs to provide comprehensive and coordinated services to patients with Alzheimer’s disease since 1988. It is anticipated that \$804,000 will be available for the 2011-2012 program year and that a similar amount will be available in future years. It is expected that contracts issued as a result of this RFA will have an initial one year contract period beginning on February 1, 2011 with the option of four annual renewals. One successful contractor will be funded in each of the regions (see regions below), except New York City where the maximum number of awards is two (2). Applicants may apply for more than one region; separate applications are required for each region the applicant is applying for. Yearly contract renewals are contingent upon successful completion of all program requirements and availability of funds.

Region	Maximum Number of Awards
Capital (Albany, Columbia, Greene, Schoharie, Fulton, Saratoga, Warren, Washington, Montgomery, Schenectady, Rensselaer and Delaware Counties)	1
Central NY (St. Lawrence, Jefferson, Lewis, Herkimer, Oneida, Oswego, Onondaga, Cayuga, Madison, Cortland, Tompkins, Chenango, Tioga, Otsego and Broome Counties)	1
Finger Lakes	

(Orleans, Monroe, Wayne, Ontario, Livingston, Seneca, Yates, Schuyler, Steuben, and Chemung Counties)	1
Hudson Valley (Ulster, Sullivan, Dutchess, Putnam, Westchester, Orange, and Rockland Counties)	1
Long Island (Suffolk and Nassau Counties)	1
New York City (Boroughs of Bronx, Manhattan, Queens, Brooklyn, and Staten Island)	2
Northeastern NY (Clinton, Franklin, Essex, and Hamilton Counties)	1
Western NY (Niagara, Genesee, Erie, Wyoming, Cattaraugus, Chautauqua, and Allegany Counties)	1

II. Who May Apply

Applicants must be:

- Not-for-profit institutions or agencies, including teaching hospitals, and higher educational institutions affiliated with medical facilities located in New York State; and
- Capable of providing or arranging for appropriate and necessary services.

III. Project Narrative/ Work Plan Outcomes

Expectations of Project

The NYSDOH will fund proposals submitted by applicants who demonstrate the ability to provide, arrange for and/or coordinate all of the following dementia-related services. The following activities shall be addressed in the response to this Request For Applications (RFA):

A. Diagnosis and Assessment

Diagnosis should be based on a thorough clinical evaluation utilizing current standards of care and be conducted by professional medical personnel specially trained in geriatric medicine, neurology, psychiatry and/or pharmacology and the detection, diagnosis and treatment of Alzheimer's disease and other dementias and in making a differential diagnosis.

Centers will serve persons:

- Suspected of having or diagnosed with dementia;
- Who have been referred for diagnosis and treatment by medical providers or facilities; and

- Who seek a second diagnostic opinion related to dementia.

B. Patient Management and Care

- Consultations with people with Alzheimer's disease and other dementias and their families about the diagnosis and progression of the disease.
- Development and periodic review of a specific care and management plan based upon individual patient needs and the level of family support available, and the degree of disability for each person who has been directly assessed by the Center.
- Periodic review and revision of the plan, as needed.
- Providing information and referral to appropriate respite care.
- Provision of care management that includes appropriate community referrals to services noted in the plan, and follow-up with the service providers to ensure that the persons with Alzheimer's disease and family members have made contact with appropriate resources.

C. Training, Education and Consultation

- In-service and pre-service training of primary care providers on the detection, diagnosis, treatment and care management of individuals with Alzheimer's disease.
- Training, consultation and continuing education for caregivers and families of persons with dementia.
- Training and consultation of professional and paraprofessional staff that care for patients with dementia in community and institutional settings. Centers should determine the types and amounts of training, education and consultation that have occurred in their service area and identify unmet needs.

D. Clearinghouse of Alzheimer's Disease and Other Dementias Information

- Develop, augment or promote a centralized clearinghouse of information about dementia. If such a clearinghouse already exists in the catchment area, the funded organization may collaborate with the entity that oversees the clearinghouse to prevent duplication of services. This collaboration shall be documented and included in the response to this RFA.
- The role of the Clearinghouse is to identify, collect, process, and disseminate information for use by providers, educators, caregivers, persons with Alzheimer's disease and other dementias, and the general public.
- Demonstrate regular communication with community organizations, the public and decision makers.

Additional Requirements for All Organizations Funded Under this RFA

- Observe all relevant Federal and New York State laws and regulations.
- Assure use of existing resources in the community whenever possible to avoid the duplication of services. This will include an assessment of available resources and plan for collaboration.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the NYSDOH, Office of Long Term Care, Alzheimer's Disease Program. NYSDOH is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase:

All substantive questions must be submitted in writing to:

Theresa M. Nichols
Alzheimer's Disease Program
New York State Department of Health
ESP, Corning Tower
Room 1602
Albany, New York 12237

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

Questions of a technical nature can be addressed in writing or via telephone by calling Theresa Nichols at 518-474-1988. **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 NYSDOH 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 NYSDOH website. All such updates will be posted by the date identified on the cover page of this RFA.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions, responses to questions raised at the applicant conference, official applicant conference minutes), please complete and submit a letter of interest (see attachment 2). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing update information.

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

C. Applicant Conference

An Applicant Conference will not be held for this project.

D. How to file an application

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

Theresa Nichols
Alzheimer's Disease Program
Office of Long Term Care
New York State Department of Health
Corning Tower, Room 1602
Albany, New York 12237

Applicants shall submit one (1) original, signed application and three (3) copies. The original should be clearly marked "ORIGINAL." Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications will not be accepted via fax or e-mail.

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

E. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.

9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with the selected applicant.
13. Utilize any and all ideas submitted with the applications received.
14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.
15. Waive or modify minor irregularities in applications received after prior notification to the applicant.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.
17. Negotiate with successful applicants within the scope of the RFA in the best interests of the State.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. Award grants based on geographic or regional considerations to serve the best interests of the state.

F. Term of Contract

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

It is expected that contracts resulting from this RFA will have a contract term of February 1, 2011 through December 31, 2011 with the option of four one-year renewals.

G. Payment & Reporting Requirements

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

Theresa Nichols
Alzheimer's Disease Program
Office of Long Term Care
New York State Department of Health
Corning Tower, Room 1602
Albany, New York 12237

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

Payment of such vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be: Contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Workplan.

3. The grant contractor shall submit quarterly reports and an annual workplan for the period beginning on January 1st and ending December 31st of each contract year to the New York State Department of Health using a standardized form that will be provided to all successful applicants. All payment and reporting requirements will be detailed in Appendix C of the final grant contract.

H. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors

opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants should also complete and submit the Vendor Responsibility Attestation (Attachment 8).

I. General Specifications

1. By signing the "Application Cover Page" (Attachment 4) each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
 - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
 - c. If, in the judgement of the Department of Health, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgement of the State Comptroller,

have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

20. Appendices included in DOH Grant Contracts

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

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX A-1 Agency Specific Clauses
- APPENDIX A-2 Program Specific Clauses
- APPENDIX B - Budget
- APPENDIX C - Payment and Reporting Schedule
- APPENDIX D - Workplan
- APPENDIX G - Notifications
- 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 checklist and order for application submission is included as Attachment 3.

A. Application Content

Applicants must submit one (1) original, signed application and three (3) copies.

Section I. Application Cover Page (Attachment 4)

This form must be completed and signed by an official in the applicant organization having the authority to agree to and ensure deliverables in the application. This form may be recreated, provided the applicant adheres to the given format.

Section II. Agency Mission and Description (up to 3 double-spaced pages, not including resumes) 15 points

1. Describe your agency, its overall mission and types of services that it provides
2. Describe the population(s) currently served by your agency including: age, gender, race, socioeconomic status, insurance status, and other significant characteristics as appropriate
3. Describe all existing dementia-related activities provided by your agency including:
 - a. Type of services provided
 - b. Length of time these services have been provided
 - c. Number of clients and family members served
4. Describe the agency's experience in working collaboratively with other organizations, in the area to be served, to provide services to those with dementia
5. Describe the agency's participation in networks, taskforces, coalitions and other planning bodies, including the agency's role and activities in these efforts
6. Describe how the proposed dementia activities will be integrated with other programs and services within the agency and the community
7. Describe the staff that will be involved in the program. Attach resume (1 page maximum for each person; not included in overall page limit, include as appendix) for key project staff and their qualifications (licensure, certification, etc.)
8. Demonstration of the staff capacity to coordinate and facilitate the provision of care and services by physicians, and allied health professionals in community or institutional settings who are trained in geriatric medicine, neurology, psychiatry and pharmacology.
9. Description of the applicant organization's capability and commitment to provide or arrange for

- participation of appropriate and necessary service providers and specialists.
10. Commitment to obtain third party reimbursement for eligible covered services.
 11. Description of applicant organization's most significant work in Alzheimer's disease and dementias, and disease management in the past three years.

Section III. Statement of Need (up to 3 double-spaced pages) 15 points

1. Describe the purpose of the project and why it is needed in your community; clearly document the need with statistics
2. Provide a description of the population and the geographic region to be served, including the number, location and characteristics of that population
3. Describe how individuals with dementia and their families will benefit from the project
4. Describe barriers that affect access to dementia services for the geographic region
5. Describe other programs in the geographic area(s), if any, providing activities similar to those proposed in your application
6. Describe community resources and support services available and appropriate for this population
7. Describe community resources available for diagnosis and treatment of Alzheimer's disease and dementias
8. Describe the medical community's capability to effectively diagnose dementias and to provide care and management services to persons with dementia and their caregivers
9. Discuss training needs of medical providers and students regarding Alzheimer's disease and dementias

Section IV. Workplan (Up to 10 pages) 50 points total, see breakdown for each section

Complete Attachments 5A-5D regarding the following required services.

Required Services:

- A. Diagnosis and Assessment (15 points)
- B. Patient Management and Care (15 points)
- C. Training, Education and Consultation (10 points)
- D. Clearinghouse of Alzheimer's Disease and Other Dementias Information (10 points)

Section V. Budget and Budget Justification (not included in page total) 20 points

1. Complete a budget using the attached format (Attachment 6). Applicants are required to submit a 12-month budget to support all program activities, assuming a February 1, 2011 start date. All costs must be related to the provision of services described in this RFA, as well as be consistent with the scope of services, reasonable and cost effective.
2. Justification for each cost should be submitted in narrative form using Attachment 7, not to exceed **2 single-spaced pages**. For all existing staff, the Budget Justification must delineate how the percentage of time devoted to this initiative has been determined.

THIS FUNDING MAY ONLY BE USED TO EXPAND EXISTING ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RFA. THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING STAFF ACTIVITIES.

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

All contracts will be of the cost reimbursement type and will be in effect from February 1, 2011

through December 31, 2016, with the first year February 1, 2011 through January 31, 2012. Continued funding for each year is dependent upon satisfactory completion of work, timely submission of completed reports and vouchers, and availability of funding. NYS funded indirect costs (i.e., space, utilities, etc.) may not exceed ten percent (10%) of your direct costs and should be fully itemized and justified.

B. Application Format

Applications should follow maximum page limits as noted. Format for all narratives should be double spaced using 12-point font and one inch margins on all sides, with the exception of the cover sheet and budget. Points may be deducted from applications which deviate from the prescribed format during the review process. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

C. Review & Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH, Office of Long Term Care.

The highest scoring applicant in each of the regions designated (highest two in NYC) will receive the requested grant award not to exceed \$89,333 per year based on availability of funds. In the event of a tie, the applicant with the highest score on the workplan section of the application will be selected.

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

Applications will be reviewed according to the criteria described below. Each section to be evaluated corresponds to a component of the content; the final score is a direct result of how well the applicant addresses each of the required items. Please read each section carefully and be certain to respond to each item included in every section. A team of NYSDOH staff will review proposals submitted in response to this RFA.

In scoring applications and determining award amounts, reviewers will consider the following factors:

1. Clarity of applications
2. Responsiveness to the Request for Applications
3. Agency capability
4. Agency contract history
5. The comprehensiveness of the program design
6. The scope of the program
7. The amount requested
8. Justification for costs included in the budget
9. Ability/willingness to develop linkages with other funded service providers

Following the award of grants from this RFA, unsuccessful applicants may request a debriefing from the

NYS DOH, Office of Long Term Care/Alzheimer's Disease Program no later than three months from the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application. In the event that unsuccessful applicants wish to protest awards, please follow the procedures established by the New York State Comptroller found at: www.osc.state.ny.us. In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at: http://www.osc.state.ny.us/agencies/gbull/g_232.htm.

If changes in funding amounts is necessary for this initiative, funding will be modified (added or reduced) proportionally among contractors.

VI. Attachments

Attachment 1: Standard Grant Contract with Appendices

Attachment 2: Letter of Interest Format

Attachment 3: Application Checklist

Attachment 4: Application Cover Page

Attachment 5: Work Plan

Attachment 6: Sample Budget

Attachment 7: Sample Budget Justification

Attachment 8: Vendor Responsibility Attestation

GRANT CONTRACT (STANDARD)

STATE AGENCY (Name and Address): _____ . NYS COMPTROLLER'S NUMBER: _____

_____ .

_____ . ORIGINATING AGENCY CODE: _____

CONTRACTOR (Name and Address): _____ .

_____ . TYPE OF PROGRAM(S) _____

_____ .

FEDERAL TAX IDENTIFICATION NUMBER: _____ . INITIAL CONTRACT PERIOD _____

_____ . FROM: _____

MUNICIPALITY NO. (if applicable): _____ . TO: _____

_____ .

CHARITIES REGISTRATION NUMBER: _____ . FUNDING AMOUNT FOR INITIAL PERIOD: _____

____ - ____ - ____ or () EXEMPT: _____ .

(If EXEMPT, indicate basis for exemption): _____ .

_____ . MULTI-YEAR TERM (if applicable): _____

CONTRACTOR HAS() HAS NOT() TIMELY FROM: _____

FILED WITH THE ATTORNEY GENERAL'S TO: _____

CHARITIES BUREAU ALL REQUIRED PERIODIC

OR ANNUAL WRITTEN REPORTS.

CONTRACTOR IS() IS NOT() A

SECTARIAN ENTITY

CONTRACTOR IS() IS NOT() A

NOT-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

OTHER APPENDICES

_____	APPENDIX A-2	Program-Specific Clauses
_____	APPENDIX E-1	Proof of Workers' Compensation Coverage
_____	APPENDIX E-2	Proof of Disability Insurance Coverage

_____ APPENDIX H Federal Health Insurance Portability and Accountability Act
Business Associate Agreement

_____ APPENDIX _____
_____ APPENDIX _____

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

CONTRACTOR . Contract No. _____

STATE AGENCY .
By: _____ By: _____
(Print Name) (Print Name)

Title: _____ Title: _____
Date: _____ Date: _____

. State Agency Certification:

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

STATE OF NEW YORK)
County of _____) SS:

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, change in scope or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be

processed in accordance with agency guidelines as stated in Appendix A1.

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

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
- D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the

State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

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

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 II, 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	Title	% Time	Total Amount
		Annual Salary	Devoted to 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 A-2

PROGRAM SPECIFIC CLAUSES

1. Any publishable or otherwise reproducible material developed under, or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated for profit by the CONTRACTOR or any other party unless prior written approval is secured from the STATE. The STATE authorizes the CONTRACTOR to disseminate materials developed under this AGREEMENT free of charge, or at cost, to other parties. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.
2. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT must contain the following acknowledgment: "Funded by a grant from the New York State Department of Health."
3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed _____ percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- ❶ 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
- ❶ 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:

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

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

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

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

- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than ____ days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE <monthly or quarterly> voucher claims and reports of expenditures on such forms and in such detail as the STATE shall

require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the _____.

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

- G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA, or a portion thereof, may be applied toward payment of amounts payable under Appendix B of this AGREEMENT or may be made separate from payments under this AGREEMENT, at the discretion of the STATE.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. If payment is to be made separate from payments under this AGREEMENT, 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

Insert Reporting Requirements in this section. Provide detailed requirements for all required reports including type of report, information required, formatting, and due dates. Please note that at a minimum, expenditure reports (to support vouchers) and a final report are required. Other commonly used reports include:

Narrative/Qualitative: This report properly determines how work has progressed toward attaining the goals enumerated in the Program Workplan (Appendix D).

Statistical/Qualitative Report: This report analyzes the quantitative aspects of the program plan - for example: meals served, clients transported, training sessions conducted, etc.

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.

Appendix G

NOTICES

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

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

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

State of New York Department of Health

Name: Theresa M Nichols

Title: Administrative Coordinator

Address: ESP, Corning Tower, Room 1602

Telephone Number: 518-474-8340

Facsimile Number: 518-486-7835

E-Mail Address: tmn01@health.state.ny.us

[Insert Contractor Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

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

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 modification (complete only items being modified):

\$ _____ From ____ / ____ / ____ to ____ / ____ / ____.

This will result in new contract terms of:

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

Signature Page for:

Contract Number: _____

Contractor: _____

Amendment Number: X-_____

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: _____

Sample Letter of Interest

Theresa Nichols, Administrative Coordinator
Alzheimer's Disease Program
New York State Department of Health
ESP, Corning Tower
Room 1602
Albany, NY 12237

Re: RFA #1004010353

RFA Title: Alzheimer's Disease Assistance Centers

Dear Ms. Nichols:

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

We understand that in order to automatically receive any RFA updates and/or modifications as well as answers to submitted questions, the Department of Health requires that this letter be received by the NYS Alzheimer's Disease Program by the date stated in the RFA.

Sincerely,

(E-mail address required)

Application Checklist

The following completed documents are to be submitted with your RFA application. This list serves as your application checklist. Please submit all forms in the following order:

- _____ Application Cover Page (Attachment 4)
- _____ Agency Mission and Description
- _____ Statement of Need
- _____ Work Plan (Attachment 5)
- _____ Budget (Attachment 6)
- _____ Budget Justification (Attachment 7)
- _____ Vendor Responsibility Attestation (Attachment 8)

Application Cover Page
Alzheimer's Disease Assistance Centers
RFA# 1004010353

Attachment 4

Type of Organization:

Name of Applicant Organization (*Legal name as it would appear on a contract*)

Mailing Address (*Street address, P.O. Box, City, State, ZIP Code*)

Federal Employee Identification Number:

NYS Charity Registration Number:

Project Director:

Printed Name (*First, Last*):

Title:

Telephone number:

Fax number:

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E-mail:

Person authorized to obligate this firm in matters regarding this application or the resulting contract:

Printed Name (*First, Last*):

Title:

Telephone number:

Fax number:

()

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E-mail:

Geographic Region/Counties to be served:

Signature of Applicant or Authorized Representative

Date

Workplan

Required Service A: **Diagnosis and Assessment**

Describe how you will accomplish each of the following:

1. Diagnoses are based on a thorough clinical evaluation utilizing currently and generally acceptable standards.
2. Evaluations are conducted by medical staff, including those with expertise in geriatrics and neurology.
3. The Center accepts persons suspected of having dementia, persons whose dementias are difficult to diagnose and who have been referred by private practicing physicians or other medical facilities, and persons who seek a second opinion.
4. The Center collaborates with Alzheimer's Disease Community Service Programs and other organizations to achieve goals.

Workplan

Required Service B: **Patient Management and Care**

Describe how you will accomplish each of the following:

1. Consultations with the persons with Alzheimer's disease and their families about the diagnosis and prognosis of the dementia.
2. Linkages with appropriate community resources to assist persons with Alzheimer's disease and families.
3. Development of specific care and management plans based upon the level of support available, and the degree of patient need for each person with Alzheimer's disease directly assessed by the Center. Appropriate respite care should be included as part of this plan.
4. Provision of case management that includes referrals to services noted in the plan, contact with the service providers to ensure that the persons with Alzheimer's disease and family members have made contact, and periodic review and revision of the plan as needed.
5. The Center collaborates with Alzheimer's Disease Community Service Programs and other organizations to achieve goals.

Workplan

Required Service C: **Training, Education and Consultation**

Describe how you will accomplish each of the following:

1. In-service and pre-service training of primary care providers to assure appropriate diagnosis and development of care management plans and referrals for persons not directly served by the Center.
2. Training, consultation and continuing education for caregivers and families of persons with Alzheimer's disease and other dementias living in the community.
3. Training and consultation for staff of in-home, adult day care and institutional providers serving persons with Alzheimer's disease and other dementias. Centers should determine the types and amounts of training, education and consultation that have occurred in their service area and unmet needs to be addressed.
4. The Center collaborates with Alzheimer's Disease Community Service Programs and other organizations to achieve goals.

Workplan

Required Service D: **Clearinghouse of Alzheimer's Disease Information**

Describe how you will accomplish each of the following:

1. Development or augmentation and promotion of a centralized clearinghouse of information about dementia. Resources must be available in paper form and via a hosted website.
2. Clearinghouse staff will be responsible for identifying, collecting, processing and disseminating information for use by health and human services providers, caregivers of persons with Alzheimer's disease and other dementias, and the general public.
3. Demonstrate regular communication with community organizations, the public and decision makers.
4. The Center collaborates with Alzheimer's Disease Community Service Programs and other organizations to achieve goals.

Sample Budget and Instructions

Name of Applicant Organization: ADAC

Budget Dates: 1/01/2011-12/31/2012

Budget Item	% Effort	Annual Salary	Total Amount	In-Kind Contributions/ Other Funds	NYSDOH Funds for 12 Months
PERSONNEL					
Managing Director	2	\$82,500	\$1,650	\$1,650	\$0
Program Director	20	59,000	11,800	2489	9,311
Clinic Coordinator	100	28,277	28,277	0	28,277
Secretary	50	23,802	11,901	990	10,911
Social Worker	80	25,532	20,426	2725	17,701
Fringe @ 20%			<u>16,236</u>	<u>1814</u>	<u>14,422</u>
Subtotal			\$90,290	\$9,668	\$80,622
OTHER THAN PERSONNEL SERVICES					
Education Programs			\$5,000	\$2,500	\$2500
Printing			1,400	913	487
Travel			4,000	1,400	2600
Supplies			1,200	300	900
Postage			1,200	509	691
Telephone			100	100	0
Payroll Account			2,400	2400	0
Audit Fees			500	500	0
Rent			<u>3,540</u>	<u>2007</u>	<u>1533</u>
Subtotal			\$19,340	\$10,629	\$ 8,711
TOTAL			\$109,630	\$20,297	\$89,333

Instructions:

Include the name of the applicant organization and the dates of the proposed budget (February 1, 2011-January 31, 2012). List for each item the amounts for **Total, In-kind Contributions/ Other Funds** and **NYSDOH Funds for this 12-month period**. Budget amounts should be rounded to the nearest dollar. The source and amount of any in-kind contributions or funds must be specifically identified. All reported funds must be directly related to the proposed project. The budget should contain the following categories:

Personnel

- Title of position
- Percentage of time (if less than full-time, indicate percentage of time to be spent working on project)
- Annual salary or rate per hour (if non-salaried or hourly rate applies)
- Fringe benefits (indicate rate and cost)

OTPS (Other Than Personnel Services)

Enter separate items for all appropriate expenditures: (e.g., supplies, travel, required annual meeting attendance, equipment, printing, etc.)

Sample Budget Justification

Name of Applicant Organization: ADAC
Budget Dates: 1/01/2011-12/31/2012

PERSONNEL

Managing Director: Managing Director will contribute 2% of his/her time to oversee project development and evaluation (in-kind contribution.)

Program Director: Program Director will devote 20% of his/her time to develop and coordinate the Dementia Care Specialist training program.

Clinic Coordinator: Clinical Coordinator's position is full time and he/she allocates 100% of his/her time to coordinate the clinic services and provide care management. Clinic Coordinator also manages family and caregiver support and education programs.

Secretary: Secretary contributes 50% of his/her time to oversee Helpline, coordinate referrals, and provide administrative support.

Social Worker: This position is full time (40 hours per week). The Social Worker assists with assessment and care management services for ADAC. The Social Worker's time is allocated 80% to ADAC program initiatives.

Fringe Benefits: Fringe benefits for employees involved in the project are calculated at 20%.

OTHER THAN PERSONNEL SERVICES

Educational Programs: Expenses are expected for speaker's fees and travel expenses, rental fees for space and audiovisual equipment, advertising related to educational programs. This category also covers purchase of videos, books and other materials, and subscriptions.

Printing: To replenish letterhead, print ADAC brochures and other printed items, and routine copy costs.

Travel: Travel to clinics, and locations primarily within our 10-county catchment area. It will also include in-state travel for meetings and conferences, as well as registration and other expenses to attend in-state conferences. Travel costs are calculated at 50.0 cents per mile.

Supplies: General office supplies.

Postage: Postage, bulk mailings, Federal Express and courier service, if needed.

Telephone: Long-distance and regular line charges (in-kind contribution.)

Payroll, Accounting: Bookkeeping, processing of bills, invoices, payroll, financial statements, vouchers, and other routing accounting functions (in-kind contribution.)

Audit Fees: Examination, verification, reconciliation of accounts related to grant money (in-kind contribution.)

Rent: Office space

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: _____