

**RFA Number #1203221140**  
**New York State**  
**Department of Health**  
**Office of Health Insurance Programs**  
**Division of Long Term Care**

**Request for Applications**

**Money Follows the Person Demonstration  
Identification of and Outreach to  
Nursing Home Residents Project**

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*KEY DATES*

**RFA release date:** May 8, 2012

**Letters of Interest due (optional):** May 15, 2012

**Questions due:** May 18, 2012

**RFA updates and responses  
to applicant questions posted:** May 30, 2012

**Applications Due:** June 14, 2012

**DOH Contact Name & Address:** Tracie Crandell  
MFP Project Director  
New York State Department of Health  
Office of Health Insurance Programs  
Division of Long Term Care  
875 Central Avenue  
Albany, New York 12206

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## **I. Introduction**

### **A. Description of Program**

The purpose of the Money Follows the Person (MFP) Demonstration Identification of and Outreach to Nursing Home Residents Project is to assure nursing home residents are provided with objective information about home and community based services to make informed choices about their preference to transition into the community.

Since 2010, the New York State Department of Health (NYSDOH) has provided funding for the MFP Identification of and Outreach to Nursing Home Residents project to: 1) provide objective information about home and community based services to nursing home residents who are interested in moving from a nursing home to a community based setting; 2) make referrals to the nursing home discharge planner as requested; 3) assist the nursing home discharge planner with coordination of home and community based services and supports; and 4) build and maintain relationships with nursing home discharge planners, Long Term Care Ombudsman, and long term care community based stakeholders.

### **B. Background/Intent**

The MFP Demonstration was created by section 6071 of the federal Deficit Reduction Act of 2005 and extended through FFY 2016 by Section 2403 of the Affordable Care Act. The Demonstration provides enhanced Federal Medical Assistance Percentage (FMAP) reimbursement for 365 days for select services provided to persons who transition to community based care after having been in a nursing home for more than ninety days. The additional federal funds must be used to offset the cost of long term care system rebalancing activities.

In January 2007, the federal Centers for Medicare and Medicaid Services (CMS) approved the New York State application to participate in the MFP Demonstration. The MFP Identification of and Outreach to Nursing Home Residents Project is one of several projects funded through the MFP program to support the State's Medicaid Reform and long term care (LTC) rebalancing efforts.

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

A MFP Application Work Group, comprised of representatives from advocacy groups and State agencies, was formed to assist the State with the development of the MFP Demonstration. The Work Group identified that despite existing efforts to provide information about home and community-based options, there may be nursing home residents, particularly those with limited care needs as identified by the Long Term Care Minimum Data Set (MDS), who are unaware of available home and community-based long term care options. Input about this project was also gathered from institutional and community-based provider associations.

The Long Term Care MDS assessment is a federally mandated tool which collects data on a nursing home resident's physical, cognitive, medical, nutritional, behavioral, and

emotional statuses and on a nursing home resident's preferences. Section Q of the MDS identifies the resident's goals and expectations for returning to the community. The MDS is the primary tool that will be utilized to identify nursing home residents to be targeted. In addition, contractor(s) selected under this RFA may be called upon to contact other nursing home residents who have self-identified as being interested in transitioning to the community or who have been identified by professional staff or family members.

The NYSDOH is interested in developing the capacity to assure all nursing home residents are provided with the objective information needed to make informed choices about their preference to transition into the community. Therefore, funds will be awarded to nine (9) contractors to reach out to the identified nursing home residents, provide objective information on home and community based long term care options to those who are interested, and, as requested, make referrals to and work with the nursing home residents' discharge planner to facilitate the nursing home resident's transition into the community. These contracted entities will also develop and maintain relationships with institutional and community-based stakeholders.

#### D. Availability of Funds

Up to \$1,725,000 million is available to support nine (9) regions statewide. For the purpose of this initiative, the geographic regions are defined in Table 1. It is expected that contracts resulting from this RFA will have an initial contract period of 10/1/12-9/30/13. These contracts will be eligible for four (4) additional one year periods dependent on continued federal funding and satisfactory contractor performance.

**Table 1: Regional Areas and Estimated Funding Levels**

Applicants may apply to manage one or more of nine (9) geographic regional areas as designated below:

<b>Regions</b>	<b>Service Provision Area</b>	<b>Estimated 1<sup>st</sup> Annual Funding Level (1)</b>
Albany North	Clinton, Essex, Franklin, Fulton, Hamilton, Montgomery, Saratoga, Warren, Washington	\$127,500
Albany South	Albany, Columbia, Greene, Rensselaer, Schenectady, Schoharie	\$127,500
Binghamton/Southern Tier	Allegany, Broome, Cayuga, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins	\$150,000
Buffalo	Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming	\$150,000
Long Island	Nassau, Suffolk	\$247,500
Lower Hudson Valley	Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	\$247,500

NYC Region	Bronx, Brooklyn, Manhattan, Queens, Staten Island	\$375,000
Rochester	Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Yates	\$150,000
Syracuse	Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence	\$150,000

Note:

(1) Amounts reflect estimated funding level available for the initial 12 month period of the contract. Funds available for these activities reflect the estimated size of the identified population residing in nursing homes in the contracted region and other considerations. Contractors selected through this RFA will receive up to the amount requested, not to exceed the estimated funding level per region.

## II. Who May Apply

### A. Minimum Eligibility Requirements

1. Applications will be accepted only from not-for-profit corporations. Attachment 1, Applicant Attestation, must be signed and submitted with the application to attest to meeting this requirement.
2. Applicants must provide, and their staff able to use, computer software compatible with the Microsoft Office products used by NYSDOH to organize, analyze and store participant data and information; and to identify what referrals were made and the referral outcome. Applicants must have the ability to electronically transfer information and reports using compatible encryption software to the NYSDOH Division of Long Term Care via e-mail [Attachment 1 **must** be signed and attached to the application to attest to compliance with this requirement].

**Applicants may seek to serve more than one region.** However, separate applications **must** be submitted for each regional contract sought. Combined applications for two or more regions will not be evaluated. If an entity is the selected applicant for more than one region, for ease of administration, there may be one contract. Each application must stand on its own merits, using funding established for that region only.

#### **Regional Consortium Applications.**

In the event that organizations or entities are applying as a consortium for a regional contract, the application must identify a lead agency that meets the minimum eligibility requirements, from among consortium members, which is willing and able to act as the contractor to the State. The applicant must indicate the lead applicant on the Application Cover Sheet (Attachment 2). Organizations or entities can be members of more than one regional consortium in a region and/or in multiple regions. However, as noted above, separate applications **must** be submitted for each regional contract sought. The lead agency will be legally responsible for the fulfillment of the contractual responsibilities assumed by the consortium. Any subcontract shall be consistent with the terms of the DOH contract with the lead agency. Such subcontracts shall be subject to DOH review and prior written approval prior to execution of the subcontracts.

### B. Preferred Qualifications

Applicants should have:

- knowledge of the principles of the most integrated setting mandate of Title II of the Americans with Disabilities Act (ADA) of 1990 and the independent living concepts of personal choice and control as well as the dignity of risk;
- experience with successfully assisting individuals with transitioning from nursing homes to the community;
- expertise in working with people with disabilities and seniors;
- knowledge about long term care programs and providers in the respective regions for which they are applying;
- knowledge of the resources for obtaining affordable, accessible and integrated housing;

- an understanding of the issues regarding the long term care needs of people with disabilities and seniors;
- the ability to provide peer based services; and
- the ability to provide culturally competent services to the population to be served.

### III. Project Narrative/ Work Plan Outcomes

#### Project Expectations

The goals of this project are to:

- GOAL 1 Assure that interested nursing home residents have the information needed to make informed choices about long term care services.
- GOAL 2 Effectively communicate to the nursing home discharge planner the nursing home resident's desire to pursue home and community based options, and assist in the coordination of services as requested.
- GOAL 3 Build successful relationships with various long term care stakeholders.

The following objectives shall be addressed in response to this RFA:

- A. Work with staff from the NYSDOH, as requested, to develop and update objective materials related to home and community based services.
- B. Using a peer-based approach, contact and provide objective information about home and community-based care options to nursing home residents\* identified from the MDS whose names were provided by DOH. Please note that meetings should be held face to face with the resident, unless geographic or other extenuating circumstances prevent face to face meetings.

Note: To ensure the integrity, security, and confidentiality of information contained in the MDS, contractor(s) selected under this RFA must comply with New York State's MDS Data Use Agreement with CMS. A copy of a MDS Data Use Agreement template can be found in Attachment 3. This MDS Data Use Agreement template is for informational purposes only. Applicants should familiarize themselves with the requirements of the Data Use Agreement as the selected contractor(s) will be held to the same standards as the Department regarding data security and confidentiality that are set forth in the Data Use Agreement. Contractor(s) selected through this RFA will be required to sign an Addendum to New York State's current MDS Data Use Agreement so that the State can request an addendum from the Centers for Medicare and Medicaid Services (CMS). A copy of an Addendum template can be found in Attachment 4. This Addendum template is for informational purposes only. Applicants should familiarize themselves with the information required on the Addendum template.

\*The term "nursing home resident" refers to the nursing home resident, family member, significant other, legal guardian, or legally authorized representative.

- C. Using a peer-based approach, contact and provide objective information about home and community-based care options to other nursing home residents, such as those identified through the MDS Section Q process, those who have self-identified, those referred by professional staff or family members, or other nursing home residents that NYSDOH identified. Please note that some of these nursing home residents may currently reside in out-of-state nursing homes.
- D. Within one month of attempting to contact identified nursing home residents, identify barriers to meet with them.
- E. Develop and implement strategies to address identified barriers related to contacting nursing home residents.
- F. Make appropriate referrals to the nursing home discharge planner, as requested by the nursing home resident.
- G. Assist the nursing home discharge planner, as requested, with the coordination of home and community-based services and supports so that all the necessary service elements are put into place for a successful transition. Please note that this project will not supplant any existing responsibility that the discharge planner has for assisting an interested nursing home resident with transitioning into the community.
- H. Within one month of attempting to make a referral to a nursing home discharge planner, identify barriers to successfully making a referral.
- I. Develop and implement strategies to address identified barriers related to making referrals to the nursing home discharge planner.
- J. Build and maintain relationships with nursing home discharge planners, Long Term Care Ombudsmen, long term care community based stakeholders, and entities that authorize or provide home and community-based services. It is expected that the selected contractor(s) will develop relationships with various home and community-based entities including:
  - Adult Care Facilities (ACF)/Assisted Living Programs (ALP)
  - Adult Day Health Care Programs (ADHC)
  - Area Agencies on Aging (AAA)
  - Certified Home Health Agencies (CHHA)
  - Community Alternative Services Agencies (CASA)
  - Expanded In-home Services for the Elderly Programs (EISEP)
  - Independent Living Centers
  - Local Departments of Social Services
  - Long Term Home Health Care Program (LTHHCP)
  - Managed Long Term Care Plans
  - New York State Office of Mental Health Single Point of Access (SPOA) offices
  - New York State Office for People with Developmental Disabilities Developmental Disabilities Services Offices (DDSO)
  - Nursing Home Transition and Diversion (NHTD) Waiver Regional Resource Development Centers (RRDC)

- NY Connects (Point of Entry)
  - Traumatic Brain Injury (TBI) Waiver RRDC
  - Other Medicaid and non-Medicaid providers of home and community-based services
- K. Build and maintain knowledge about available home and community-based services in the region.
- L. Identify barriers to building and maintaining relationships with nursing home discharge planners, Long Term Care Ombudsmen, and long term care community based stakeholders.
- M. Develop and implement strategies to address identified barriers related to building and maintaining relationships with nursing home discharge planners, Long Term Care Ombudsmen, and long term care community based stakeholders.

Please note the peer-based approach utilized by contractors may be cross-disability and/or cross-generational. Contractor(s) may employ or subcontract with persons with disabilities and seniors to provide this activity. Such employees/subcontractors will be considered as peers for the purposes of this RFA.

#### IV. Administrative Requirements

##### A. Issuing Agency

This RFA is issued by the NYSDOH, Office of Health Insurance Programs, Division of Long Term Care. The Department is responsible for the requirements specified herein and for the evaluation of all applications.

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

All substantive questions must be submitted in writing via e-mail to Tracie Crandell, MFP Project Director, New York State Department of Health, at [MFP@health.state.ny.us](mailto:MFP@health.state.ny.us)

To the degree possible, each inquiry should reference the RFA section and paragraph in question. Written questions will be accepted until the date posted on the cover of this RFA. Questions via telephone will not be accepted.

Questions of a technical nature can be addressed in writing via e-mail to [MFP@health.state.ny.us](mailto:MFP@health.state.ny.us). **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 clarifications 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 this website by the date identified on the

cover sheet of this RFA.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions), please complete and submit a letter of interest by the date listed on the cover sheet of this RFA via e-mail (See Attachment 5) to: Tracie Crandell, MFP Project Director, New York State Department of Health, at [MFP@health.state.ny.us](mailto:MFP@health.state.ny.us)

Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing updated information.

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

### **C. Applicant Conference**

An Applicant Conference will not be held for this project.

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

Applications must be **received** at the following address by the date and time posted on the cover sheet of this RFA.

Sheri Senecal  
New York State Department of Health  
Office of Health Insurance Programs  
Re: MFP Identification of and Outreach to Nursing Home Residents RFA  
Empire State Plaza  
Corning Tower, Room 1415  
Albany, NY 12237

Applicants shall submit one (1) original, signed application and four (4) copies. 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.**

**Late Applications will not be accepted.** 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 NYSDOH 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 State Comptroller.

It is expected that contracts resulting from this RFA will have an initial contract period of 10/1/12-9/30/13. These contracts will be eligible for four (4) additional one year periods dependent on continued federal funding and satisfactory contractor performance.

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

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

NYS Department of Health  
Office of Health Insurance Programs  
875 Central Avenue  
Albany, NY 12206

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](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-486-1255. 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: *The contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Workplan.*

3. The grant contractor will be required to submit the following periodic reports:  
Quarterly Program and Expenditure Reports.
4. All payment and reporting requirements will be detailed in Appendix C of the final grant contract.

## H. Vendor Responsibility Questionnaire

It is recommended that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [http://www.ocs.state.ny.us/vendrep/vendor\\_index.htm](http://www.ocs.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>.

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

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire on the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Office of the State Comptroller Help Desk for a copy of the paper form.

Applicants should complete and submit the Vendor Responsibility Attestation (Attachment 6).

## I. General Specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractors will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
  - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.

- b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
  
- c. If, in the judgement of the Department, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgement of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

## J. Appendices

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

- APPENDIX A - Standard Clauses for All New York State Contracts
- APPENDIX A-1 Agency Specific Clauses
- APPENDIX A-2 Program Specific Clauses
- APPENDIX B - Detailed Budget
- APPENDIX C - Payment and Reporting Schedule
- APPENDIX D - Workplan
- APPENDIX G - Notifications
- APPENDIX H - Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
- APPENDIX E - Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

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

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

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

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State

Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR

- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

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

## V. Completing the Application

### A. Application Content

The contractor(s) will be selected based on a submitted application demonstrating their ability to fully implement the Money Follows the Person Demonstration Identification of and Outreach to Nursing Home Residents Project and assure effective oversight of all project functions. Please submit your application(s) according to the following pertinent content-specific format:

A completed application consists of the following sections, clearly labeled and presented in the order indicated below.

- **Application Attestation** (Use Attachment 1)
- **Application Cover Sheet** (Use Attachment 2)
- **Table of Contents**
- **Narrative Section**
- **Workplan Template** (Use Attachment 8)
- **Completed Budget Forms** (Use Attachment 9)
- **Vendor Responsibility Attestation** (Use Attachment 6)

#### **Application Cover Sheet (1 page)**

A form is provided (Attachment 2) that will serve as the Application Cover Sheet. This form may be recreated on the applicant's computer, provided the applicant strictly adheres to the given format.

This form should be completed and signed by an official in the applicant organization having the authority to agree to and ensure deliverables in the application, usually the Chief Executive Officer or the Chairperson of the Board of Directors. The Cover Sheet should provide the name of a person who should be contacted by those seeking information about your application. Needed contact information includes: a full mailing address, telephone number and extension, fax number and e-mail address.

## **Table of Contents (1 page)**

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

## **Narrative Section (Total = 30 points)**

The applicant should fully explain and justify each narrative response. Awarded points will be based on the evaluated quality of the response up to the total noted for each section.

### **1. Organizational Structure (15 points)**

- Describe your agency, including its mission, and how your agency's mission is consistent with the purpose of this RFA.
- Describe the composition of your agency's Board of Directors, including a discussion of how significantly individuals with disabilities and/or seniors are represented on your agency's Board of Directors.
- Discuss how your proposed staffing will fit and function within the existing structure of your agency and provide an organization chart showing to whom staff hired for this project will report.
- Discuss your organization's ability to hire/train/retain sufficient qualified staff to effectively meet the objectives of this project. Describe your agency's staffing plan for this project, including how many staff will be hired to assure coverage for the entire region, as well as how many peers will be recruited.
- If information is available, the applicant should identify specific individuals for the staff positions and describe why such individuals are the right persons for the job, including their experience knowledge of issues faced by individuals with disabilities and seniors who desire to live in the community. In the situation where the applicant cannot identify specific individuals, the applicant should describe the qualifications, skills, and experience that will be required in filling these positions.
- Describe your agency's establishment and utilization of Information Technology (IT) capacity related to securely maintaining and tracking data.
- Discuss how your agency will avoid any duplication of effort if it is currently conducting similar outreach efforts. Also include the procedures that your organization would implement and follow to prevent conflicts of interest and assure against influence in regard to referrals.

## **2. Experience and Knowledge (15 points)**

Given the catchment area:

- Describe your agency's experience serving, in a culturally competent manner, individuals with disabilities of all ages and/or seniors who may prefer to live in their community. This should include a discussion of your agency's experience in coordinating, in culturally competent manner, home and community based services needed for an individual to transition from a nursing home into the community, and your agency's knowledge of the principles of the most integrated setting mandate of Title II of the Americans with Disabilities Act (ADA) of 1990 and the independent living concepts of personal choice and control as well as the dignity of risk.
- Describe your agency's experience with working with nursing home discharge planners as necessary to coordinate and facilitate obtaining the home and community based services and supports necessary for a nursing home resident to transition into the community once the individual chooses to transition.
- Describe your agency's experience in assisting individuals with disabilities of all ages and/or seniors in obtaining affordable, accessible and integrated housing and other housing related supports such as funding for security or utility deposits.
- Describe your agency's experience in working with individuals with disabilities of all ages and seniors by either showing a history of providing peer support with services or providing a plan for developing a peer based initiative.
- Describe your agency's experience with providing objective information regarding the home and community based services.
- Describe your agency's experience with developing and maintaining relationships with area nursing homes and Long Term Care Ombudsmen.
- Describe your agency's experience in developing informational materials. This may include your agency's experience in developing marketing materials.

### **Workplan (45 points)**

See Attachment 7 and Attachment 8. Applicants must use the workplan template in Attachment 8 to describe each of the activities the applicant plans to achieve the workplan objectives, the staff responsible for each activity, and the timeframes for assessing progress. As indicated in Attachment 8, the goals and objectives are as follows:

The goals of this project are to:

- GOAL 1 Assure that interested nursing home residents have the information needed to make informed choices about long term care services.
- GOAL 2 Effectively communicate to the nursing home discharge planner the nursing home resident's desire to pursue home and community based options, and assist in the coordination of services as requested.
- GOAL 3 Build successful relationships with various long term care stakeholders.

The following objectives shall be addressed in response to this RFA:

- A. Work with staff from the NYSDOH, as requested, to develop and update objective materials related to home and community based services.
- B. Using a peer-based approach, contact and provide objective information about home and community-based care options to nursing home residents identified from the MDS\* whose names were provided by DOH. Please note that meetings should be held face to face with the resident, unless geographic or other extenuating circumstances prevent face to face meetings.

\* To ensure the integrity, security, and confidentiality of information contained in the MDS, contractor(s) selected under this RFA must comply with New York State's MDS Data Use Agreement with CMS. A copy of a MDS Data Use Agreement template can be found in Attachment 3. This MDS Data Use Agreement template is for informational purposes only. Applicants should familiarize themselves with the requirements of the Data Use Agreement as the selected contractor(s) will be held to the same standards as the Department regarding data security and confidentiality that are set forth in the Data Use Agreement. Contractor(s) selected through this RFA will be required to sign an Addendum to New York State's current MDS Data Use Agreement so that the State can request an addendum from the Centers for Medicare and Medicaid Services (CMS). A copy of an Addendum template can be found in Attachment 4. This Addendum template is for informational purposes only. Applicants should familiarize themselves with the information required on the Addendum template.

- C. Using a peer-based approach, contact and provide objective information about home and community-based care options to other nursing home residents, such as those identified through the MDS Section Q process, those who have self-identified, those referred by professional staff or family members, or other nursing home residents that NYSDOH identified. Please note that some of these nursing home residents may currently reside in out-of-state nursing homes.
- D. Within one month of attempting to contact identified nursing home residents, identify barriers to meet with them and/or their legal guardians.
- E. Develop and implement strategies to address identified barriers related to contacting nursing home residents.

- F. Make appropriate referrals to the nursing home discharge planner, as requested by the nursing home resident.
- G. Assist the nursing home discharge planner, as requested, with the coordination of home and community-based services and supports so that all the necessary service elements are put into place for a successful transition. Please note that this project will not supplant any existing responsibility that the discharge planner has for assisting an interested nursing home resident with transitioning into the community.
- H. Within one month of attempting to make a referral to a nursing home discharge planner, identify barriers to successfully making a referral.
- I. Develop and implement strategies to address identified barriers related to making referrals to the nursing home discharge planner.
- J. Build and maintain relationships with nursing home discharge planners, Long Term Care Ombudsmen, long term care community based stakeholders, and entities that authorize or provide home and community-based services. It is expected that the selected contractor(s) will develop relationships with various home and community-based entities including:
- Adult Care Facilities (ACF)/Assisted Living Programs (ALP)
  - Adult Day Health Care Programs (ADHC)
  - Area Agencies on Aging (AAA)
  - Certified Home Health Agencies (CHHA)
  - Community Alternative Services Agencies (CASA)
  - Expanded In-home Services for the Elderly Programs (EISEP)
  - Independent Living Centers
  - Local Departments of Social Services
  - Long Term Home Health Care Program (LTHHCP)
  - Managed Long Term Care Plans
  - NYS Office of Mental Health Single Point of Access (SPOA) offices
  - NYS Office for People with Developmental Disabilities Developmental Disabilities Services Offices (DDSO)
  - Nursing Home Transition and Diversion (NHTD) Waiver Regional Resource Development Centers (RRDC)
  - NY Connects (Point of Entry)
  - Traumatic Brain Injury (TBI) Waiver RRDC
  - Other Medicaid/non-Medicaid providers of home and community-based services
- K. Build and maintain knowledge about available home and community-based services in the region.
- L. Identify barriers to building and maintaining relationships with nursing home discharge planners, Long Term Care Ombudsmen, and long term care community based stakeholders.

- M. Develop and implement strategies to address identified barriers related to building and maintaining relationships with nursing home discharge planners, Long Term Care Ombudsmen, and long term care community based stakeholders.

Please note the peer-based approach utilized by contractors may be cross-disability and/or cross-generational. Contractor(s) may employ or subcontract with persons with disabilities and seniors to provide this activity. Such employees/subcontractors will be considered as peers for the purposes of this RFA.

**Budget/Cost Sheet (25 points)**

Assuming an October 1, 2012 start date, applicants should submit a twelve month budget (Use Attachment 9). Provide a narrative justification for each budgeted cost documented on Attachment 9 (Forms 1 – 5). All costs must be related to the provision of the contracted services, as well as be reasonable and cost effective.

Funding received for this contract(s) may only be used for expanded and/or new activities undertaken pursuant to this RFA, and may not supplant existing funds for current staff or activities.

**B. Application Format**

ALL APPLICATIONS SHOULD CONFORM TO THE FORMAT PRESCRIBED BELOW. Applications should not exceed 20 single-spaced types pages (not including the cover page, budget, and attachments), using a 12-point font or larger and one inch margins. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

**APPLICATIONS FAILING TO INCLUDE ALL OF THE FOLLOWING SECTIONS WILL BE REMOVED FROM CONSIDERATION.**

<b>Application Section</b>	<b>Maximum Score in Points</b>
Narrative Section	<b>30</b>
Workplan Template (Attachment 8)	<b>45</b>
Budget Forms (Attachment 9)	<b>25</b>
<b>TOTAL</b>	<b>100 Points</b>

**C. Review & Award Process**

The minimum passing score is 50 points.

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by a panel convened within the NYSDOH, Office of Health Insurance Programs, Division of Long Term Care. The highest scoring applicant in each region will

receive an award to serve that region. If there is no winning application or no application received in a geographic region, NYSDOH reserves the right to award a contract to the highest scoring applicant among the contiguous regions. If the highest scoring applicant were not to agree to provide services in this area, the next highest scoring applicant from the contiguous regions will be contacted and offered a contract.

In the event of a tie score, the applicant that has the highest score excluding the completed budget forms (Attachment 9) will be selected.

Applications submitted after the due date, or by applicant agencies that do not meet the above stated eligibility requirements will not be reviewed. 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 using an objective rating system reflective of the required items specified for each section. The review process may be followed by a quality assurance review to ensure that all review standards were uniformly applied. The reviewers will consider the clarity of the application and responsiveness to the RFA based upon the above scoring in making the final selection.

If changes in funding amounts are necessary for this initiative, funding will be modified and awarded in the same manner as outlined in the award process described above.

Once an award has been made, applicants may request a debriefing of their application. Please note the debriefing will be limited only to the strengths and weaknesses of the subject application and will not include any discussion of other applications. Requests must be received no later than ten (10) business days from date of award or non-award announcement.

In the event unsuccessful applicants wish to protest the award resulting from this RFA, applicants 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](http://www.osc.state.ny.us/agencies/gbull/g_232.htm).

## **VI. Attachments**

<i>Attachment 1:</i>	<i>Applicant Attestation</i>
<i>Attachment 2:</i>	<i>Application Cover Sheet</i>
<i>Attachment 3:</i>	<i>Minimum Data Set Data Use Agreement</i>
<i>Attachment 4:</i>	<i>Minimum Data Set Addendum Template</i>
<i>Attachment 5:</i>	<i>Letter of Interest</i>
<i>Attachment 6:</i>	<i>Vendor Responsibility Attestation</i>
<i>Attachment 7:</i>	<i>Work Plan Instructions</i>
<i>Attachment 8:</i>	<i>Work Plan Template</i>
<i>Attachment 9:</i>	<i>Budget Instructions and Budget Forms</i>
<i>Attachment 10:</i>	<i>Standard Grant Contract with Appendices</i>

**Attachment 1: Applicant Attestation**

**Attachment 1**

**Applicant Attestation**

(Must be attached to application packet)

I certify that the information provided is correct. I certify that my agency meets the minimum eligibility requirements outlined in the RFA. I understand and agree that, at any time, the State may review all employer records and documentation necessary to ensure compliance with the requirements of the demonstration and that any monies found to have been expended which are not in compliance with the terms and conditions of the grant may be recouped by the State. The applicant further agrees to comply with the requirements of the RFA including all appendices.

I certify that my organization will provide, and our staff able to use, computer software compatible with the products used by the Department to organize, analyze and store data and project related information and to transfer reports and other information to the Department via e-mail.

[Note: At least one copy of the submitted applications must contain original signatures.]

Signature of official from lead organization: \_\_\_\_\_

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

Title and Organization: \_\_\_\_\_

Correspondence Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

**Attachment 2: Application Cover Sheet**

Attachment 2

NEW YORK STATE DEPARTMENT OF HEALTH  
GRANT APPLICATION COVER SHEET

<b>PROGRAM</b> MFP Identification of and Outreach to Nursing Home Residents Project	
<b>Applicant</b>	
<b>1. TITLE OF PROJECT (PROGRAM)</b>	
<b>2. NAME AND ADDRESS OF APPLICANT</b>	
Internet Address(s): e-Mail: _____ Website: _____ _____ (signature)	
<b>3. EMPLOYER IDENTIFICATION NUMBER (Fed EIN)</b> _____	<b>6. BUDGET PERIOD</b>
<b>4. NOT-FOR-PROFIT STATUS</b> Yes <input type="checkbox"/> No <input type="checkbox"/> <b>NYS Charity Registration Number</b> _____	<b>7. AMOUNT REQUESTED FOR BUDGET PERIOD</b>
<b>5. DIRECTOR OF PROJECT</b> (Program or Center Director, Coordinator or Principal Investigator)	<b>8. FINANCIAL MANAGEMENT OFFICIAL</b>
<b>NAME</b>	<b>NAME</b>
<b>TITLE</b>	<b>TITLE</b>
<b>OFFICE TELEPHONE</b>	<b>OFFICE TELEPHONE</b>
<b>OFFICE FAX NUMBER</b>	<b>OFFICE FAX NUMBER</b>
<b>e-Mail Address</b>	<b>e-Mail Address</b>

**Attachment 3: Minimum Data Use Agreement**

## INSTRUCTIONS FOR COMPLETING THE DATA USE AGREEMENT (DUA) FORM CMS-R-0235

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### (AGREEMENT FOR USE OF CENTERS FOR MEDICARE & MEDICAID SERVICES (CMS) DATA CONTAINING INDIVIDUAL IDENTIFIERS)

This agreement must be executed prior to the disclosure of data from CMS' Systems of Records to ensure that the disclosure will comply with the requirements of the Privacy Act, the Privacy Rule and CMS data release policies. It must be completed prior to the release of, or access to, specified data files containing protected health information and individual identifiers.

Directions for the completion of the agreement follow:

**Before completing the DUA, please note the language contained in this agreement cannot be altered in any form.**

- First paragraph, enter the Requestor's Organization Name.
- Section #1, enter the Requestor's Organization Name.
- Section #4 enter the Study and/or Project Name and CMS contract number if applicable for which the file(s) will be used.
- Section #5 should delineate the files and years the Requestor is requesting. Specific file names should be completed. If these are unknown, you may contact a CMS representative to obtain the correct names. The System of Record (SOR) should be completed by the CMS contact or Project Officer. The SOR is the source system the data came from.
- Section #6, complete by entering the Study/Project's anticipated date of completion.
- Section #12 will be completed by the User.
- Section #16 is to be completed by Requestor.
- Section #17, enter the Custodian Name, Company/Organization, Address, Phone Number (including area code), and E-Mail Address (if applicable). The Custodian of files is defined as that person who will have actual possession of and responsibility for the data files. **This section should be completed even if the Custodian and Requestor are the same.** This section will be completed by Custodian.
- Section #18 will be completed by a CMS representative.
- Section #19 should be completed if your study is funded by one or more other Federal Agencies. The Federal Agency name (other than CMS) should be entered in the blank. The Federal Project Officer should complete and sign the remaining portions of this section. If this does not apply, leave blank.
- Sections #20a AND 20b will be completed by a CMS representative.
- Addendum, CMS-R-0235A, should be completed when additional custodians outside the requesting organization will be accessing CMS identifiable data.

Once the DUA is received and reviewed for privacy and policy issues, a completed and signed copy will be sent to the Requestor and CMS Project Officer, if applicable, for their files.

## DATA USE AGREEMENT

DUA #

### (AGREEMENT FOR USE OF CENTERS FOR MEDICARE & MEDICAID SERVICES (CMS) DATA CONTAINING INDIVIDUAL IDENTIFIERS)

CMS agrees to provide the User with data that reside in a CMS Privacy Act System of Records as identified in this Agreement. In exchange, the User agrees to pay any applicable fees; the User agrees to use the data only for purposes that support the User's study, research or project referenced in this Agreement, which has been determined by CMS to provide assistance to CMS in monitoring, managing and improving the Medicare and Medicaid programs or the services provided to beneficiaries; and the User agrees to ensure the integrity, security, and confidentiality of the data by complying with the terms of this Agreement and applicable law, including the Privacy Act and the Health Insurance Portability and Accountability Act. In order to secure data that reside in a CMS Privacy Act System of Records; in order to ensure the integrity, security, and confidentiality of information maintained by the CMS; and to permit appropriate disclosure and use of such data as permitted by law, CMS and \_\_\_\_\_ enter into this agreement to comply with the following specific paragraphs. (Requestor)

1. This Agreement is by and between the Centers for Medicare & Medicaid Services (CMS), a component of the U.S. Department of Health and Human Services (HHS), and \_\_\_\_\_, hereinafter termed "User." (Requestor)
2. This Agreement addresses the conditions under which CMS will disclose and the User will obtain, use, reuse and disclose the CMS data file(s) specified in section 5 and/or any derivative file(s) that contain direct individual identifiers or elements that can be used in concert with other information to identify individuals. This Agreement supersedes any and all agreements between the parties with respect to the use of data from the files specified in section 5 and preempts and overrides any instructions, directions, agreements, or other understanding in or pertaining to any grant award or other prior communication from the Department of Health and Human Services or any of its components with respect to the data specified herein. Further, the terms of this Agreement can be changed only by a written modification to this Agreement or by the parties adopting a new agreement. The parties agree further that instructions or interpretations issued to the User concerning this Agreement or the data specified herein, shall not be valid unless issued in writing by the CMS point-of-contact or the CMS signatory to this Agreement shown in section 20.
3. The parties mutually agree that CMS retains all ownership rights to the data file(s) referred to in this Agreement, and that the User does not obtain any right, title, or interest in any of the data furnished by CMS.
4. The User represents, and in furnishing the data file(s) specified in section 5 CMS relies upon such representation, that such data file(s) will be used solely for the following purpose(s).

Name of Study/Project

CMS Contract No. (if applicable)

The User represents further that the facts and statements made in any study or research protocol or project plan submitted to CMS for each purpose are complete and accurate. Further, the User represents that said study protocol(s) or project plans, that have been approved by CMS or other appropriate entity as CMS may determine, represent the total use(s) to which the data file(s) specified in section 5 will be put.

The User agrees not to disclose, use or reuse the data covered by this agreement except as specified in an Attachment to this Agreement or except as CMS shall authorize in writing or as otherwise required by law, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement. The User affirms that the requested data is the minimum necessary to achieve the purposes stated in this section. The User agrees that, within the User organization and the organizations of its agents, access to the data covered by this Agreement shall be limited to the minimum amount of data and minimum number of individuals necessary to achieve the purpose stated in this section (i.e., individual's access to the data will be on a need-to-know basis).



9. The User agrees not to disclose direct findings, listings, or information derived from the file(s) specified in section 5, with or without direct identifiers, if such findings, listings, or information can, by themselves or in combination with other data, be used to deduce an individual's identity. Examples of such data elements include, but are not limited to geographic location, age if > 89, sex, diagnosis and procedure, admission/discharge date(s), or date of death.

The User agrees that any use of CMS data in the creation of any document (manuscript, table, chart, study, report, etc.) concerning the purpose specified in section 4 (regardless of whether the report or other writing expressly refers to such purpose, to CMS, or to the files specified in section 5 or any data derived from such files) must adhere to CMS' current cell size suppression policy. **This policy stipulates that no cell (e.g. admittances, discharges, patients, services) 10 or less may be displayed.** Also, no use of percentages or other mathematical formulas may be used if they result in the display of a cell 10 or less. By signing this Agreement you hereby agree to abide by these rules and, therefore, will not be required to submit any written documents for CMS review. If you are unsure if you meet the above criteria, you may submit your written products for CMS review. CMS agrees to make a determination about approval and to notify the user within 4 to 6 weeks after receipt of findings. CMS may withhold approval for publication only if it determines that the format in which data are presented may result in identification of individual beneficiaries.

10. The User agrees that, absent express written authorization from the appropriate System Manager or the person designated in section 20 of this Agreement to do so, the User shall not attempt to link records included in the file(s) specified in section 5 to any other individually identifiable source of information. This includes attempts to link the data to other CMS data file(s). A protocol that includes the linkage of specific files that has been approved in accordance with section 4 constitutes express authorization from CMS to link files as described in the protocol.
11. The User understands and agrees that they may not reuse original or derivative data file(s) without prior written approval from the appropriate System Manager or the person designated in section 20 of this Agreement.
12. The parties mutually agree that the following specified Attachments are part of this Agreement:

- 
13. The User agrees that in the event CMS determines or has a reasonable belief that the User has made or may have made a use, reuse or disclosure of the aforesaid file(s) that is not authorized by this Agreement or another written authorization from the appropriate System Manager or the person designated in section 20 of this Agreement, CMS, at its sole discretion, may require the User to: (a) promptly investigate and report to CMS the User's determinations regarding any alleged or actual unauthorized use, reuse or disclosure, (b) promptly resolve any problems identified by the investigation; (c) if requested by CMS, submit a formal response to an allegation of unauthorized use, reuse or disclosure; (d) if requested by CMS, submit a corrective action plan with steps designed to prevent any future unauthorized uses, reuses or disclosures; and (e) if requested by CMS, return data files to CMS or destroy the data files it received from CMS under this agreement. The User understands that as a result of CMS's determination or reasonable belief that unauthorized uses, reuses or disclosures have taken place, CMS may refuse to release further CMS data to the User for a period of time to be determined by CMS.

The User agrees to report any breach of personally identifiable information (PII) from the CMS data file(s), loss of these data or disclosure to any unauthorized persons to the CMS Action Desk by telephone at (410) 786-2580 or by e-mail notification at [cms\\_it\\_service\\_desk@cms.hhs.gov](mailto:cms_it_service_desk@cms.hhs.gov) within one hour and to cooperate fully in the federal security incident process. While CMS retains all ownership rights to the data file(s), as outlined above, the User shall bear the cost and liability for any breaches of PII from the data file(s) while they are entrusted to the User. Furthermore, if CMS determines that the risk of harm requires notification of affected individual persons of the security breach and/or other remedies, the User agrees to carry out these remedies without cost to CMS.

14. The User hereby acknowledges that criminal penalties under §1106(a) of the Social Security Act (42 U.S.C. § 1306(a)), including a fine not exceeding \$10,000 or imprisonment not exceeding 5 years, or both, may apply to disclosures of information that are covered by § 1106 and that are not authorized by regulation or by Federal law. The User further acknowledges that criminal penalties under the Privacy Act (5 U.S.C. § 552a(i) (3)) may apply if it is determined that the Requestor or Custodian, or any individual employed or affiliated therewith, knowingly and willfully obtained the file(s) under false pretenses. Any person found to have violated sec. (i)(3) of the Privacy Act shall be guilty of a misdemeanor and fined not more than \$5,000. Finally, the User acknowledges that criminal penalties may be imposed under 18 U.S.C. § 641 if it is determined that the User, or any individual employed or affiliated therewith, has taken or converted to his own use data file(s), or received the file(s) knowing that they were stolen or converted. Under such circumstances, they shall be fined under Title 18 or imprisoned not more than 10 years, or both; but if the value of such property does not exceed the sum of \$1,000, they shall be fined under Title 18 or imprisoned not more than 1 year, or both.
15. By signing this Agreement, the User agrees to abide by all provisions set out in this Agreement and acknowledges having received notice of potential criminal or administrative penalties for violation of the terms of the Agreement.
16. On behalf of the User the undersigned individual hereby attests that he or she is authorized to legally bind the User to the terms this Agreement and agrees to all the terms specified herein.

\_\_\_\_\_  
 Name and Title of User *(typed or printed)*

\_\_\_\_\_  
 Company/Organization

\_\_\_\_\_  
 Street Address

City	State	ZIP Code
------	-------	----------

Office Telephone <i>(Include Area Code)</i>	E-Mail Address <i>(If applicable)</i>
---	---------------------------------------

Signature	Date
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17. The parties mutually agree that the following named individual is designated as Custodian of the file(s) on behalf of the User and will be the person responsible for the observance of all conditions of use and for establishment and maintenance of security arrangements as specified in this Agreement to prevent unauthorized use. The User agrees to notify CMS within fifteen (15) days of any change of custodianship. The parties mutually agree that CMS may disapprove the appointment of a custodian or may require the appointment of a new custodian at any time.

The Custodian hereby acknowledges his/her appointment as Custodian of the aforesaid file(s) on behalf of the User, and agrees to comply with all of the provisions of this Agreement on behalf of the User.

\_\_\_\_\_  
 Name of Custodian *(typed or printed)*

\_\_\_\_\_  
 Company/Organization

\_\_\_\_\_  
 Street Address

City	State	ZIP Code
------	-------	----------

Office Telephone <i>(Include Area Code)</i>	E-Mail Address <i>(If applicable)</i>
---	---------------------------------------

Signature	Date
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18. The disclosure provision(s) that allows the discretionary release of CMS data for the purpose(s) stated in section 4 follow(s). (To be completed by CMS staff.) \_\_\_\_\_
19. On behalf of \_\_\_\_\_ the undersigned individual hereby acknowledges that the aforesaid Federal agency sponsors or otherwise supports the User's request for and use of CMS data, agrees to support CMS in ensuring that the User maintains and uses CMS's data in accordance with the terms of this Agreement, and agrees further to make no statement to the User concerning the interpretation of the terms of this Agreement and to refer all questions of such interpretation or compliance with the terms of this Agreement to the CMS official named in section 20 (or to his or her successor).

Typed or Printed Name		Title of Federal Representative	
Signature			Date
Office Telephone (Include Area Code)		E-Mail Address (If applicable)	

20. The parties mutually agree that the following named individual will be designated as point-of-contact for the Agreement on behalf of CMS.

On behalf of CMS the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Name of CMS Representative (typed or printed)			
Title/Component			
Street Address			Mail Stop
City	State	ZIP Code	
Office Telephone (Include Area Code)		E-Mail Address (If applicable)	
A. Signature of CMS Representative			Date
B. Concur/Nonconcur — Signature of CMS System Manager or Business Owner			Date
Concur/Nonconcur — Signature of CMS System Manager or Business Owner			Date
Concur/Nonconcur — Signature of CMS System Manager or Business Owner			Date

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0734. The time required to complete this information collection is estimated to average 30 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: Reports Clearance Officer, Baltimore, Maryland 21244-1850.

Attachment 4

**Attachment 4: Minimum Data Use Agreement Addendum**

## ADDENDUM TO DATA USE AGREEMENT (DUA)

Addendum to DUA for \_\_\_\_\_. If this is an addendum to a previously approved DUA, insert the CMS assigned DUA number here: \_\_\_\_\_. The following individual(s) may/will have access to CMS data that is being requested for this agreement. Their signatures attest to their agreement to the terms of this Data Use Agreement:

Name and Title of Individual (*typed or printed*)

Task / Role of this individual in this project	Company / Organization
--	------------------------

Street Address

City	State	ZIP Code
------	-------	----------

Office Telephone ( <i>Include Area Code</i> )	E-Mail Address ( <i>If applicable</i> )
---	---

Signature of Individual	Date
-------------------------	------

Signature of CMS Representative	Date
---------------------------------	------

Signature of CMS Project Officer ( <i>If applicable</i> )	Date
---	------

Name and Title of Individual (*typed or printed*)

Task / Role of this individual in this project	Company / Organization
--	------------------------

Street Address

City	State	ZIP Code
------	-------	----------

Office Telephone ( <i>Include Area Code</i> )	E-Mail Address ( <i>If applicable</i> )
---	---

Signature of Individual	Date
-------------------------	------

Signature of CMS Representative	Date
---------------------------------	------

Signature of CMS Project Officer ( <i>If applicable</i> )	Date
---	------

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0734. The time required to complete this information collection is estimated to average 30 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: Reports Clearance Officer, Baltimore, Maryland 21244-1850.

**Attachment 5: Letter of Interest**

**Attachment 5**

**Letter of Interest**

**DUE to New York State Department of Health,  
Office of Health Insurance Programs, Division of Long Term Care**

Tracie Crandell, MFP Project Director  
New York State Department of Health  
Office of Health Insurance Programs  
[MFP@health.state.ny.us](mailto:MFP@health.state.ny.us)

Re: RFA # 1203221140  
MFP Identification of and  
Outreach to Nursing Home  
Residents Project

Dear Ms. Crandell:

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

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

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

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

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

Sincerely,

**Attachment 6: Vendor Responsibility Attestation**

**Attachment 6**

## **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: \_\_\_\_\_

## **Attachment 7: Work Plan Instructions**

## Attachment 7

### Work Plan Instructions

A concise work plan is required to ensure that the Department and the contractor are both clear about what the expectations under the contract are. The following are required elements of this RFA designed to ensure that the minimum necessary information is obtained. DOH may require additional information if deemed necessary. The core activities that are outlined in this RFA will be part of the work plan and will be audited for payment.

1. Program Goals – this section includes, in an abbreviated format, the goals to be accomplished under the contract. Project goals will be quantifiable, thereby providing a useful measure with which to judge the contractor's performance. The applicant should not change these goals.
2. Program Objectives – this section includes activities to address how to achieve the goals. The work plan contains SMART objectives for each goal. The objectives are **S**pecific, **M**easurable, **A**chievable, **R**elevant and **T**ime-bound. The applicant should not change these objectives.
3. Activities Planned to Achieve Objective – this section will include activities or specific tasks to meet the stated objectives and ultimately fulfill the goal. This section must be completed by the applicant.
4. Staff Responsible – this section will identify staff responsible for each specific task within each activity. This section must be completed by the applicant.
5. Completed by (month & year) – this section will include the dates for assessing progress. Timeframes should include regularly scheduled, periodic check-in points for assessing progress in addition to start and end dates. These established timeframes must be used to help organize activities. This section must be completed by the applicant.
6. Measures of Effectiveness – this section includes standards that DOH and the contractor set for itself to measure progress in achieving goals through the program objectives. The agreed upon work plan is to be used by the Contractor as a basis for the required quarterly reports and a standard for performance. The applicant should not edit or provide specific numbers or percentages for the "Measures of Effectiveness" noted in the work plan template. Quantitative measures will be finalized prior to contract execution.

The contractor's quarterly reports detailing achievement of scheduled work plan benchmarks will form the basis by which submitted vouchers for contracted services are evaluated for payment. [See Appendix C I. D., II A.B]

The work plan should cover the contract period of October 1, 2012– September 30, 2013. (Note that the dates may be subject to change).

**Attachment 8: Work Plan Template**

**Attachment 8:  
Work Plan Template**

**Applicant** \_\_\_\_\_

<p><b>Goal 1: IDENTIFICATION AND OUTREACH - Assure that selected nursing home residents* have the information needed to make informed choices about long term care services.</b></p> <p><small>*The term “nursing home resident” refers to the nursing home resident, family member, significant other, legal guardian, or legally authorized representative.</small></p>	<p><b>Measures of Effectiveness:</b>  # ___ of Section Q referrals contacted  # ___ of self identified or other identified resident contacted  # ___ of DOH provided names contacted  = ___ Total Number of actual contacts with nursing home residents, legal guardians, authorized representatives, family members, significant others, or friends  # ___ of identified nursing home residents not contacted but were attempted to be contacted  # ___ of barriers identified that prevented contact with a nursing home resident  # ___ of alternatives, per identified barrier</p>
---	--

Objectives	Activities Planned to Meet Objectives	Staff/Partnership Member(s) Responsible	Completed by: (month & year)
<p><b>A. Work with staff from the Department of Health (DOH), as requested, to develop and update objective materials related to home and community based services.</b></p>			
<p><b>B. Using a peer-based approach, contact and provide objective information about home and community-based care options to nursing home residents identified from the MDS whose names were provided by DOH, (Meetings should be face to face with the resident, unless geographic or other extenuating circumstances prevent face to face meetings).</b></p>			
<p><b>C. Using a peer-based approach, contact and provide objective information about home and community-based care options to other nursing home residents,</b></p>			

<p><b>such as those identified through the MDS Section Q process, those who have self-identified, those referred by professional staff or family members, or other nursing home residents that NYSDOH identified. Please note that some of these nursing home residents may currently reside in out-of-state nursing homes.</b></p>			
<p><b>D. Within one month of attempting to contact identified nursing home residents, identify barriers to meeting with them.</b></p>			
<p><b>E. Develop and implement strategies to addressing those barriers.</b></p>			

<p><b>Goal 2: REFERRALS AND TRANSITION COORDINATION</b> - Effectively communicate to the nursing home discharge planner the nursing home resident’s desire to pursue home and community based options.</p>	<p><b>Measures of Effectiveness:</b></p> <p>#____ of referrals made to a nursing home discharge planner</p> <p>#____ of nursing home residents that the nursing home discharge planner/nursing home resident/legal guardian requested assistance with transitional planning</p> <p>#____ of nursing home residents that, after referral, actually transitioned to the community utilizing one or more home and community based service</p>
--	--

Objectives	Activities Planned to Meet Objectives	Staff/Partnership Member(s) Responsible	Completed by: (month & year)
<p><b>A.</b> Throughout the contract year, make appropriate referrals to the nursing home discharge planner as requested by the nursing home resident.</p>			
<p><b>B.</b> Throughout the contract year, assist, the nursing home discharge planner, as requested, with the coordination of home and community-based services and supports so that all of the necessary service elements are put into place for a successful transition.</p>			
<p><b>C.</b> Within one month of attempting to make a referral to a nursing home discharge planner, identify barriers to successfully making a referral.</p>			
<p><b>D.</b> Develop and implement strategies to addressing those barriers.</p>			

<p><b>Goal 3 RELATIONSHIP BUILDING – Build successful relationships with various stakeholders.</b></p>	<p><b>Measures of Effectiveness:</b></p> <p>#____ of meetings held with nursing home discharge planners</p> <p>#____ of meetings held with nursing home Long Term Care Ombudsmen</p> <p>#____ of meetings held with long term care community based stakeholders</p>		
<p><b>Objectives</b></p>	<p><b>Activities Planned to Meet Objectives</b></p>	<p><b>Staff/Partnership Member(s) Responsible</b></p>	<p><b>Completed by: (month &amp; year)</b></p>
<p><b>A. Throughout the contract year, build and maintain relationships with nursing home discharge planners, Long Term Care Ombudsmen, long term care community based stakeholders, and entities that authorize or provide home and community-based services.</b></p>			
<p><b>B. Throughout the contract year, build and maintain knowledge about available home and community-based services in the region.</b></p>			
<p><b>C. Identify barriers to building and maintaining relationships with nursing home discharge planners, Long Term Care Ombudsmen, and long term care community based stakeholders.</b></p>			
<p><b>D. Develop and implement strategies to addressing those barriers.</b></p>			

**Attachment 9: Budget Instructions and Budget Forms**

## Attachment 9

# MONEY FOLLOWS THE PERSON DEMONSTRATION

## Identification of and Outreach to Nursing Home Residents Project

### Instructions For Completing Operating Budget and Funding Request

(Tables A, A-1, and A-2)

**IN COMPLETING TABLES A-1 AND A-2, LIST THE PERSONAL SERVICES (PS) AND NON-PERSONAL SERVICES (NPS) THAT SUPPORT THIS INITIATIVE, EVEN IF NO FUNDING IS BEING REQUESTED FROM NYS.**

#### TABLE A (Operating Budget and Funding Request Summary Sheet)

Summarize the sub-totals and grand totals from Tables A-1 and A-2 onto this table.

#### TABLE A-1 (Personal Services):

**List ALL personnel working on this grant, even if no funding is being requested from NYS. Failure to list ALL personnel expenses on Table A-1 may result in the disapproval of future requests to revise the budget.**

#### Column No.:

- (1) Personal Services: List **ALL** personnel working on the grant, even if **no** funding is being requested from NYS.
- (2) Full-Time Annualized Salary - enter the amount of funding needed to support this position for 12 months on a full-time basis, regardless of funding source.
- (3) Number of Months Funded - enter the number of months the position will be funded by this grant. Note: the number of months may be less than the contract period, but cannot exceed the number of months in the contract period, which is 12.
- (4) Percent (%) FTE - enter the % of time the incumbent will work on the grant on a full-time basis. One FTE is based on the number of hours worked in one week (e.g. 40 hour workweek). To determine a % FTE, divide the hours per week spent on the project, by the number of hours in the workweek. For example: given a 40 hour workweek, an individual working 10 hours per week on the project spends .25 percent of his/her time on the project (i.e.  $10/40 = .25$ ) Please show in decimal form.
- (5) Total Expenses - To calculate, multiply the full-time annualized salary by the % FTE. Multiply the result by the number of months funded divided by 12 (i.e. salary X % FTE X # of months funded / 12).
- (6) Amount requested from NYS - enter the amount of total expenses (see Column 5) requested to be reimbursed by NYS.

- (7) Other Sources - include amounts expected to be received from all other sources, including in-kind contributions, revenue earned from items funded by this grant, etc. A separate amount should be indicated for each source of funding specified in column 8.
- (8) Specify Other Sources - identify the source of funds for each amount shown in Column 8.
- See Subtotal Salaries line - enter the subtotal of the salaries in Columns 5, 6, and 7.
- See Fringe Benefits - show the percentage of Fringe Benefits derived on Fringe Benefit Rate Form 2. Multiply this rate by the sub-total of the salaries in Column 5 and enter the result on the Fringe Benefits line in Column 5. The sum of Columns 6 and 7 of this budget line must equal Column 5.
- See Subtotal PS line - sum the "Sub-Total Salaries" amounts and "Fringe Benefits" amounts shown in Columns 5, 6, and 7.

#### **TABLE A-2 (Non-Personal Services)**

**List ALL non-personal expenses related to this grant even if no funding is being requested from NYS. Failure to list ALL non-personal expenses on Table A-2 may result in the disapproval of future requests to revise the budget.**

#### Column No.:

- (1) Non-Personal Services - List **ALL** expenses related to this grant even if no money will be reimbursed by NYS.
- (2) Total Expenses - The total expenses for all items should be indicated. This column must equal the sum total of the figures in columns 3 and 4.
- (3) Amount Requested from New York State - Funding requests to New York State will be indicated by the amounts in this column.
- (4) Other Sources of Funds - include amounts expected to be received from all other sources such as in-kind contributions, revenue earned from items funded by this grant, etc. A separate dollar amount should be indicated for each source of funding specified in column 5.
- (5) Specify Other Sources - Specify the source of funds for each amount shown in Column 4.

**NOTE: THE OPERATING BUDGET AND FUNDING REQUEST MUST BE ACCOMPANIED BY THE BUDGET NARRATIVE/JUSTIFICATION FORMS.**

**MONEY FOLLOWS THE PERSON DEMONSTRATION**  
**Identification of and Outreach to Nursing Home Residents Project**  
**10/1/2012 to 09/30/2013**

**Forms 1, 2, 3, 4, 5**

**Personal Services (PS): Form 1**

Form 1 must include a job description for each position contained in Table A-1. The percentage of time spent on various duties, where appropriate, must be included. Contracted, consultant or per-diem staff should not be included on Form 1. These expenses should be shown as contractual services or consultant services on Form 5.

**Non-Personal Services (NPS): Forms 2, 3, 4, and 5**

**FORM 2:**

**Supplies and Materials (including software):**

Definition: **Any item with a per unit cost of \$500 or less.** Software costs should be broken-out separately under supplies, regardless of cost. Provide a delineation of the items of expense and estimated cost of each along with a justification of their need. Note: Some supplies may be consolidated under generic headings like Office Supplies, Medical Supplies, etc.

**Equipment:**

Definition: **Any item with a per unit cost of \$500 or more.** Provide a delineation of each piece of equipment that includes the estimated cost, the personnel on the budget for whom the equipment is earmarked, a justification of need, and a justification of the amount requested to be reimbursed by NYS. Explanations should be more detailed if the equipment is unique or if special features are included that constitute a higher cost. Additionally, each item, the cost of which is reimbursed with "Equipment" line funds, must be reported on the "Equipment Inventory Report" at the end of the contract year.

**Other Expenses:**

List any item of expense not included elsewhere in the budget. Items might include insurance, space occupancy, advertising, etc. Provide a justification and allocation methodology for EACH item listed.

**Example: Insurance** - The total policy for the agency is \$5,000. This contract constitutes 5% of the total agency budget, as such, the amount requested is \$250.

$\$50,000 \text{ contract budget} / \$1,000,000 \text{ agency budget} = 5\%$

**Example: Rent** - There are alternate methods for determining the amount of rent that can be reimbursed under this contract. One method uses square footage, the other FTE information. Please choose the method that is most applicable:

**Method A:** Rent is \$8 per square foot. Staff listed on the budget utilize 300 square feet. As such, the amount requested from NYS is 300 sq. ft. x \$8.00/sq. ft. = \$2,400.

**Method B:** Thirty (30) FTEs occupy space with an annual rent of \$10,000. Three (3) of the 30 FTEs work on this grant. Therefore, the percentage of FTEs working on the grant, as compared to FTEs in the space, equal 3/30 or 10%.  
Rent allocation:  $\$10,000 \times 10\% = \$1,000$

**Fringe Benefit Form (Form 3):**

Complete Form 3 according to the instructions provided on the form and use the fringe benefit rate identified on this form on Table A-1.

**Travel (Form 4):**

Complete Form 4 as appropriate and enter amount requested to be reimbursed by NYS as shown on Table A-2. Provide a delineation of the funding requested in each of the following sub-categories, if applicable.

**Subcontracts/Consultant Services (Form 5):**

Provide a listing of all subcontracts, including consultant contracts which will support contract deliverables along with a description of the services to be provided. This should include all contracts that support the program even if funded by other sources. Include an estimate of the number of hours to be worked and the rate per hour, if applicable, for subcontracts supported in full or in part with requested funds.

If the subcontractor/consultant has not yet been selected, please indicate "**Not Selected**" under the Subcontractor/Consultant line and provide all other pertinent information.

**Note: All proposed SUBCONTRACTS require the review and approval of the Department prior to the execution of an agreement between the Contractor and subcontractors. A copy of the executed agreement is required to be submitted before reimbursement on this line can be approved.**

**MONEY FOLLOWS THE PERSON DEMONSTRATION**  
**Identification of and Outreach to Nursing Home Residents Project**  
**CHECKLIST**

The following is an outline of what needs to be submitted with the application for funding. This list provides the order in which the requirements for the application should be submitted, and also serves as a checklist.

Applicant Name:

Contract Period: 10/1/2012 to 09/30/2013

Contact Person:

Telephone Number (area code):

Fax Number (area code):

E-mail Address:

- \_\_\_\_\_ Appendix B, Tables A, A-1, and A-2
- \_\_\_\_\_ Budget Narrative/Justification, Forms 1 and 2
- \_\_\_\_\_ Travel Budget, Form 4
- \_\_\_\_\_ Subcontractors/Consultants, Form 5
- \_\_\_\_\_ Appendix D, Workplan

**Applicant:**  
**RFA No.:**

**TABLE A**  
**MONEY FOLLOWS THE PERSON DEMONSTRATION**  
**Identification of and Outreach to Nursing Home Residents Project**  
**OPERATING BUDGET AND FUNDING REQUEST**  
**10/1/2012 to 09/30/2013**

	Total Expenses	Amount Requested From NYS	Other Sources of Funds	Specify Other Sources of Funds
<b>Personal Services (PS)</b>				
<b>Non-Personal Services (NPS)</b>				
<b>GRAND TOTAL (PS + NPS):</b>				

Applicant:

RFA No.:

**TABLE A-1**  
**MONEY FOLLOWS THE PERSON DEMONSTRATION**  
**Identification of and Outreach to Nursing Home Residents Project**  
**OPERATING BUDGET AND FUNDING REQUEST**  
**10/1/2012 to 09/30/2013**

**PERSONAL SERVICES (PS)**

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Please list the <b>title</b> of all personnel working on this initiative even if no funding will be requested from NYS:	Full-time Annualized Salary	# of Months Funded	% FTE annual show in decimal form (e.g. .25)	Total Expenses	Amount Requested From NYS	Other Sources of Funds	Identify the other sources of funds that will support this Initiative
<b>Sub-Total Salaries</b>							
<b>Fringe Benefit Rate _____%</b>							
<b>Sub-Total PS</b>							

Applicant:

RFA No.:

**TABLE A-2**  
**MONEY FOLLOWS THE PERSON DEMONSTRATION**  
**Identification of and Outreach to Nursing Home Residents Project**  
**OPERATING BUDGET AND FUNDING REQUEST**  
**10/1/2012 to 09/30/2013**

**NON-PERSONAL SERVICES (NPS)**

(1)	(2)	(3)	(4)	(5)
Please list <b>ALL</b> expenses related to this initiative even if no funding will be requested from NYS:	Total Expenses	Amount Requested From NYS	Other Sources of Funds	Identify the other sources of funds that will support this initiative.
Supplies, including software (per unit cost of \$500 or less) Equipment (per unit cost of \$500 or more) Telephone Postage Printing & Copying  Travel: In-state Out-of-state  Purchased Services: Sub-contractors Consultants  Other costs (itemize line by line): <b>Sub-Total NPS</b>				
<b>Total Expenses</b>				





Applicant:

RFA No.:

**MONEY FOLLOWS THE PERSON DEMONSTRATION**  
**Identification of and Outreach to Nursing Home Residents Project**  
**FORM 3**  
**10/1/2012 to 09/30/2013**

**PART A**

**Does your organization have a federally approved fringe benefit rate?**

Yes: \_\_\_\_\_ If yes, you do **not** have to complete Part B.

Federally Approved Rate: \_\_\_\_\_ Period of Applicability: \_\_\_\_\_ Attach copy of Federal Approval - all pages.

No: \_\_\_\_\_ If no, proceed to Part B.

**PART B**

Specify the components and percentages comprising the fringe benefit rate.

**Note: If positions have different fringe benefit rates, please use an average for all positions.**

Component	Rate
F.I.C.A & Medicare Tax	
Health Insurance	
Unemployment Insurance	
Disability Insurance	
Life Insurance	
Worker's Compensation	
Pension/Retirement	
Other: (delineate)	
*Total Fringe Rate	

\*This rate must be equal to the percentage shown in the budget, Appendix B, Table A-1.

Applicant:  
RFA No.:

**MONEY FOLLOWS THE PERSON DEMONSTRATION**  
**Identification of and Outreach to Nursing Home Residents Project**  
**FORM 4**

10/1/2012 to 09/30/2013

PROVIDE A DELINEATION OF THE FUNDING REQUESTED IN EACH OF THE FOLLOWING SUB-CATEGORIES, IF APPLICABLE. ATTACH ADDITIONAL SHEETS AS NECESSARY.

**In-State Staff and  
Volunteer Travel**

Include number of staff, titles of staff and volunteer estimated travel costs (including transportation, lodging and meals for the contract period), and purpose of travel. **See example below.**

\$ \_\_\_\_\_

**Out-of-State Staff and  
Volunteer Travel and  
Conference Travel**

Provide an estimate of the amount you anticipate spending on out-of-state and conference travel along with a delineation of the travel and a justification of how the travel relates to program objectives. All out-of-state travel must have prior approval. **See example below.**

\$ \_\_\_\_\_

**EXAMPLES:** According to the examples below, provide as much information as possible about the event(s) to which staff are traveling. Please indicate if this information is not available when the budget is submitted. Failure to do so will result in a delay of the review and approval of the budget. If this information can not be submitted at this time, approval must be requested from program staff before travel is undertaken.

**In-State:** Program Coordinator and Data Coordinator to attend 2 related in-State conferences; 2 staff X 2 conferences each X \$300 per conference (including transportation, lodging and meals) = \$1,200.

**Out-of-State:** Program Coordinator and Data Coordinator to attend conference (including transportation, lodging and meals) at a cost of \$900 per person = \$1,800.

**TOTAL FUNDING REQUESTED FOR TRAVEL:** \* \$ \_\_\_\_\_

\*The amount shown here must equal the total cost of travel found on Table A-2.

**Applicant:**

**RFA No.:**

**MONEY FOLLOWS THE PERSON DEMONSTRATION  
Identification of and Outreach to Nursing Home Residents Project**

**FORM 5**

**SUBCONTRACTS/CONSULTANTS**

**10/1/2012 to 09/30/2013**

Provide a listing of all subcontracts including consultant contracts that will be supported in full or in part with these funds. A line item budget for the funding requested must be attached for each subcontract. If the subcontractor has not yet been selected, indicate "Not Selected" in the "Agency Name" column and provide all other pertinent information.

<b>AGENCY NAME</b>	<b>TOTAL FUNDING</b>	<b>FUNDING REQUESTED FROM NYS</b>	<b>DESCRIPTION OF SERVICES (use addnl. sheets if necessary)</b>

**Attachment 10: Standard Grant Contract with Appendices**

**Attachment 10**

# GRANT CONTRACT

STATE AGENCY (Name and Address): \_\_\_\_\_

NYS COMPTROLLER'S NUMBER: \_\_\_\_\_

CONTRACTOR (Name and Address): \_\_\_\_\_

ORIGINATING AGENCY CODE: \_\_\_\_\_

FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_

TYPE OF PROGRAM(S) \_\_\_\_\_

MUNICIPALITY NO. (if applicable): \_\_\_\_\_

INITIAL CONTRACT PERIOD

FROM:

TO:

CHARITIES REGISTRATION NUMBER: \_\_\_\_\_

FUNDING AMOUNT FOR INITIAL PERIOD: \_\_\_\_\_

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

MULTI-YEAR TERM (if applicable): \_\_\_\_\_

FROM:

TO:

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

CONTRACTOR IS( ) IS NOT( ) A  
SECTARIAN 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

CONTRACTOR

By: \_\_\_\_\_  
(Print Name)

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

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

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

STATE AGENCY

By: \_\_\_\_\_  
(Print Name)

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

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

State Agency Certification:

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

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

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

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

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

# STATE OF NEW YORK

## AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

### WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

#### I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

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

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

## II. Payment and Reporting

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

## III. Terminations

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

#### IV. Indemnification

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

#### V. Property

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

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

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

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

required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually

agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

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

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

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

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to

be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict

with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the

subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

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

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

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

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

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

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

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

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

retained the documentation of these efforts to be provided upon request to the State;

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

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

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

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

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

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

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX A-1  
(REV 10/08)

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.



Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
  - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
    - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
    - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated

funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.

- d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.

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

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

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

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

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

**Instructions for Certification**

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

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

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

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

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

6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of

employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.

8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

## 12. Other Modifications

- a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
  - ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
  - ◆ Appendix C - Section 11, Progress and Final Reports;
  - ◆ Appendix D - Program Workplan will require OSC approval.
- b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

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

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

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

- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

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

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

## APPENDIX A-2

### **Project Direction**

The Contractor, no later than the effective date of this Agreement, will identify by name and title the individual the Contractor has authorized to provide executive direction of Contractor's performance of the contract services, including response to issues and concerns communicated by DOH. Contractor will provide a telephone number to DOH. Contractor agrees to immediately notify DOH of any changes to the contact information, including those that are temporary.

### **New York State's Medicaid Agency Data Use Agreement**

The Contractor will comply with all requirements of New York State's Medicaid Agency Data Use Agreement (DUA), DUA Number 15407, with the Centers for Medicare and Medicaid Services (CMS), and will sign an Addendum to New York State's DUA (DUA Number 15407), which signifies understanding of and agreement to comply with the terms of the DUA.

### **Work Products**

The Contractor agrees to include the following attribution and disclaimer on all materials developed for public distribution, which are funded under this contract:

"This document was developed under grant CFDA 93.791 from the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services. However, these contents do not necessarily represent the policy of the U.S. Department of Health and Human Services, and you should not assume endorsement by the Federal Government."

In addition, the contractor agrees that all materials developed through this contract must be made accessible to people with special needs (e.g. people with visual or hearing impairments).

APPENDIX B

BUDGET  
(sample format)

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

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

Personal Service

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

Total Salary \_\_\_\_\_  
Fringe Benefits (specify rate) \_\_\_\_\_  
TOTAL PERSONAL SERVICE: \_\_\_\_\_

Other Than Personal Service Amount

Category  
Supplies  
Travel  
Telephone  
Postage  
Photocopy  
Other Contractual Services (specify)  
Equipment (Defray Cost of Defibrillator) \_\_\_\_\_

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

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

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

## APPENDIX C

### PAYMENT AND REPORTING SCHEDULE

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

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

- ⊆ the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- ⊆ if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

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

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

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.
- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than 30 days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE monthly/quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the \_\_\_\_\_.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 30 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

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

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

## II. Progress and Final Reports

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

Report Type:

- A. Narrative/Qualitative Report

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

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

B. Statistical/Quantitative Report

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

C. Expenditure Report

\_\_\_\_\_ (Organization Name) \_\_\_\_\_ will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

D. Final Report

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

**APPENDIX D**

**PROGRAM WORKPLAN**  
(sample format)

To be completed by the awarded contractor and approved by NYSDOH.

**Money Follows the Person (MFP) Identification of and Outreach to Nursing Home Residents Project**

CONTRACTUAL OBLIGATIONS	SPECIFIC ACTIVITIES	TIME FRAME	PERSON RESPONSIBLE	EVALUATION MEASURES

## 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:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

#### **[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.

## APPENDIX H

### Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Appendix

#### I. Definitions:

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

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

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information that it creates receives, maintains or transmits on behalf of the Covered Entity pursuant to this Agreement.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.

- (g) The Business Associate agrees to make amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.
- (h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. No such disclosures shall be made without the prior written permission of the New York State Department of Health, Office of Medicaid Management.
- (j) The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### III. Permitted Uses and Disclosures by Business Associate

#### (a) General Use and Disclosure Provisions

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

#### (b) Specific Use and Disclosure Provisions:

- (1) Except as otherwise limited in this Agreement, and only with the prior written permission of the Department the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (2) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR ' 164.502(j)(1).

#### IV. Obligations of Covered Program

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

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

#### V. Permissible Requests by Covered Program

The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program. Such Medicaid Protected Health Data may not be in any way permanently combined with other information gained from other sources.

#### VI. Term and Termination

- (a) *Term.* Effective April 14, 2003 in the event of termination for any reason, all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in The Agreement.
- (b) *Termination for Cause.* Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- (c) *Effect of Termination.*
  - (1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall

retain no copies of the Protected Health Information.

- (2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## VII. Violations

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

## *Miscellaneous*

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

## APPENDIX X

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:

\$ \_\_\_\_\_

(Value before amendment)

From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_

(Initial start date)

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

\$ \_\_\_\_\_

From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_

This will result in new contract terms of:

\$ \_\_\_\_\_

(All years thus far combined)

From \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_

(Initial start date)

(Amendment end date)

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)

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**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: \_\_\_\_\_