

RFA Number 1308110527

**New York State
Department of Health**
*Office of Health Insurance Programs
Division of Health Reform
& Health Insurance Exchange Integration*

Request for Applications

Consumer Assistance for the Aged, Blind and Disabled

KEY DATES

Release Date:	March 17, 2014, 2014
Letter of Intent Due:	March 31, 2014
Questions Due:	March 31, 2014
Questions, Answers and Updates Posted (on or about):	April 14, 2014
Applications Due:	May 5, 2014 by 4:00 PM
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I. Introduction

The New York State Department of Health (SDOH) is issuing this Request for Applications (RFA) to provide education, outreach services and enrollment assistance into government-sponsored health insurance programs to the aged, certified blind and certified disabled populations. Under this procurement, \$6 million in annual funding, over a period of five years, is available to community-based organizations and government entities for the purpose of providing Facilitated Enrollment (FE) services to persons applying for government-sponsored health insurance, with a specific focus on persons aged 65 years or older, certified blind individuals and the certified disabled population.

For this RFA, the proposed Facilitated Enrollment for the Aged, Blind and Disabled (FE-ABD) Program should target FE services either statewide or to a specific region of the state. Regions, as defined in this RFA, include New York City (Bronx, Kings, New York, Queens, and Richmond counties), Long Island (Nassau and Suffolk counties), and Rest of State (all other counties not previously listed under New York City or Long Island). If an agency proposes to provide statewide coverage then at least one subcontractor or an adequate number of facilitated enrollers should be located in each region of the state. If an agency only proposes to serve one or two of the regions indicated in this RFA, then the maximum funding awards for each region will apply (see Section V.7). The highest scoring proposal in each region, based upon the criteria set forth in this RFA, which is designed to effectively target FE services to the aged, blind and disabled populations, will be awarded funding.

II. Who May Apply

A. Eligible Entities

Under Social Services Law §366 subdivision 15, the Commissioner may contract with community based organizations (CBOs) and other entities that can effectively target outreach and enrollment assistance efforts to aged, blind and disabled persons who may be eligible for coverage. Examples of eligible applicants include, but are not limited to, advocacy organizations for persons with disabilities, community service agencies, not-for-profit providers of services to persons with disabilities, rural health networks, health care providers and perinatal networks. Local government agencies are also eligible to apply.

B. Preferred Characteristics

Given the complexities of applying for public health insurance coverage, especially when the individual is over the age of 65, certified blind, or disabled, it is preferred that an applying agency have prior experience in the provision of facilitated enrollment services, or experience providing programs and services to the aged, certified blind and disabled populations, or both.

The original Facilitated Enrollment (FE) Program was designed to provide community based alternatives to the local Department of Social Services (LDSS) for individuals to

apply for health insurance. Since program inception, 1,282,766 applications have been completed, covering 2,067,196 adults and children. This RFA builds on the success of the FE program to expand these services to additional populations.

C. Operational Model

The preferred operational model under this RFA is a tiered approach: a Central Agency (CA), with a network of subcontracting community-based organizations to offer services to a broader service area or region of the state that covers multiple counties. The CA is responsible for the design, implementation and oversight of program operations. Under this model, the CA will serve as a form of clearinghouse, providing training, support and technical assistance to the subcontractors and subsequent facilitated enrollers. The CA will ensure the completeness and quality of all applications, the submission of applications to the LDSS/Human Resources Administration (HRA), and serve as the interface between the facilitated enroller and these agencies.

Under this operational model, it is anticipated that most of the direct facilitated enrollment services will be conducted at the subcontractor agency level. Applicants may also elect to provide direct FE services in addition to acting as the CA. It is the responsibility of the applicant to clearly explain their operational model, and describe the responsibilities and functions of each participating agency.

The CA should clearly identify its network of partnering subcontractors at the time of application submission. The proposal should target FE services either statewide or to a specific region of the state. If an agency proposes to provide statewide coverage then at least one subcontractor agency should be located in each region of the state. Regions, as defined in this RFA, include New York City (Bronx, Kings, Queens, New York, and Richmond Counties), Long Island (Nassau and Suffolk Counties) and Rest of State (All other counties not listed under the New York City or the Long Island Regions).

A Central Agency that only proposes to subcontract with agencies located in New York City may request a maximum funding award of \$2,600,000. A Central Agency that only proposes to subcontract with agencies in Long Island may request a maximum funding award of \$800,000. A Central Agency that only proposes to subcontract with agencies located in the Rest of State region, may request a maximum funding award of \$2,600,000. A Central Agency that proposes to have subcontractors in each region of the state (statewide coverage) can apply for a maximum funding award of \$6,000,000. If the CA only proposes to serve one or two of the regions indicated in this RFA, then the maximum funding awards for each region will apply. Refer to Table 1: Funding and Distribution by Region.

i. Role of the Central Agency

The function of the CA is to design and implement the Facilitated Enrollment for the Aged, Blind, and Disabled (FE-ABD) Program, providing training, oversight and technical assistance to subcontractor agencies and consumer assistance staff. As part of the role as the CA, the successful bidder will:

- Develop internal operating procedures, for all program processes,
- Define a quality assurance program,
- Provide training, both initial and on-going, and technical assistance to facilitated enrollment staff,
- Ensure the timely submission of complete and accurate applications, with the required documentation, directly to the appropriate LDSS responsible for processing the application and determining eligibility,
- Track the status of each application electronically from initiation through submission to the final determination of eligibility, and prepare productivity reports as requested,
- Maintain the confidentiality of information contained on the Access NY Healthcare application, the Access NY Supplement A and related forms, and any additional information provided by applicants, as well as information contained on supporting documentation,
- Comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement (see Attachment 1), and,
- Be responsible for fiscal oversight of program operations at the subcontractor agencies.
- For those applicants proposing to also provide facilitated enrollment services at the CA, the role of facilitated enrollment staff is described below.

ii. Role of the Subcontractor Agency and Facilitated Enrollment Staff

The primary role of the subcontractor agency is to employ facilitated enrollment staff who will work with the aged, blind and disabled populations to complete an application packet for government-sponsored health insurance. Program staff will adhere to the CA-defined protocols for the handling of these applications (as approved by SDOH), and attend training sessions, in-services and program meetings as defined by the CA.

The subcontractor agency will place sufficient numbers of enrollment assistance staff at sites that are accessible and convenient to the population being served to assure timely access by applicants. Sites should include a range of locations that attract as many of the target populations as possible (e.g. senior citizen centers, high-rise housing). Home visits should be included as an appointment option in order to assist those applicants with mobility issues.

Facilitated enrollment staff will educate eligible applicants about Medicaid managed care and how to access benefits in a managed care environment, and provide

applicants with information about the right to appeal to the LDSS/HRA regarding eligibility determinations and health plans about benefit decisions. This includes the distribution of SDOH approved informational materials describing Medicaid. They will counsel all applicants eligible to participate in a managed care plan on the selection of a participating health plan, providing unbiased information and assistance for plan selection, and describing the important role of a primary care provider (PCP) and the benefits of preventive health care.

III. Program Narrative

A. Identification of the Populations to be Served

In New York State, the 2000 Census figures show nearly 2.4 million residents are 65 years and older, a figure projected to be over 3.2 million by 2025. According to data from 2001 through 2003, nearly 2.7 million adults in the State reported having a disability. The prevalence of disability was higher among women, increased with age, and varied inversely by reported annual household income. Providing ease of access to convenient community-based enrollment assistance, inclusive of home visits, will allow many ABD persons to obtain comprehensive health insurance, improve health outcomes and thereby improve quality of life. Given the past success of the Facilitated Enrollment program to provide children and adults access to, and assistance with, the application process for public health insurance programs, it is a natural extension of FE to provide targeted assistance to the aged, blind, and disabled populations.

For the purposes of this RFA, and in assessing program eligibility, the following glossary describes the populations to be targeted under this RFA:

- **Aged** - an individual who is 65 years of age or older
- **Blind** – an individual who has central visual acuity of 20/200 or less in the better eye with the use of a correcting lens.
- **Disabled** - an individual who is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months

All persons age 65 or older are eligible to receive Medicaid if they meet the financial and other eligibility requirements. Individuals of any age are eligible to receive Medicaid when they are certified blind by the Commission for the Blind and Visually Handicapped, provided they meet the financial and other eligibility requirements. For the disabled population, persons under the age of 65 who are certified disabled by the Social Security Administration, the State Medicaid Disability Review Team or local Medicaid Disability Review Team, or persons in receipt of Railroad Retirement benefits as, “totally and permanently disabled” are considered disabled for Medicaid purposes and are eligible to receive Medicaid providing they meet all of the financial and other eligibility requirements. Persons who are aged, certified blind or certified disabled are part of the SSI-related category of Medicaid.

Note: All disability determinations for the Medicaid Buy-In for Working People with Disabilities (MBI-WPD) program, as well as for individuals who are age 65 or over and are establishing a pooled trust are performed by the State Medicaid Disability Review Team.

Applicants should describe in detail their past accomplishments and experience in working with the target population. Applicants should present information on previous and/or current challenges and solutions in service provision to the target population. Applicants should describe the population to be served, and to the extent possible, the level of under or uninsured in the population.

B. Eligibility Requirements for Public Health Insurance Programs

The following factors are among those considered when determining eligibility for individuals in the SSI-related category of Medicaid:

- New York State Residency – the applicant must provide documentation of New York State residency. Documentation must be within six months of the application date;
- Age – the applicant attests to his/her date of birth. A validated Social Security Number (see U.S. Citizenship Status/Identity below) is verification of his/her date of birth;
- Household Income - the applicant must document the household income for the four weeks prior to application;
- Other Health Insurance – if the applicant has other health insurance, documentation showing what that coverage includes must be provided;
- U.S. Citizenship Status/Identity – if the applicant attests that he/she is a U.S. citizen and provides his/her social security number, citizenship will be verified using a data file matching process with the Social Security Administration (SSA). If the match is successful, the applicant does not need to provide proof of U.S. citizenship, identity or date of birth. If the match is not successful or the applicant does not provide his/her social security number, the applicant must provide original citizenship and identity documentation. Certain populations are exempt from the citizenship and identity documentation requirements, including but not limited to individuals receiving Medicare, Social Security Disability Insurance benefits and Supplemental Security Income benefits; and
- Immigration Status (if not a U.S. citizen) – applicants must document their immigration status.

An additional factor relevant to the eligibility of the SSI-related population is resources. Resources include such things as checking and savings accounts, retirement accounts, certificates of deposit, stocks, mutual funds, annuities, trust accounts, life insurance policies, real property and home equity. To determine eligibility for Medicaid for SSI-related applicants, available countable resources are compared to a resource test.

Whether resources need to be documented, and for how long a period, is dependent

on the services for which an individual is applying. The following briefly outlines the resource reporting required for the different levels of care under Medicaid:

- Persons applying for Medicaid coverage that does not include community-based long-term care services may attest to the amount of their resources, and are not required to submit documentation.
- For those applying for coverage that includes community-based long-term care services, documentation of the current amount of resources must accompany the application. Community-based long-term care services include such things as: adult day health care; private duty nursing; assisted living programs; personal care services; Certified Home Health Agency services; Hospice in the community or in a residence program; and, many other services.
- Institutionalized persons applying for coverage of nursing home care must submit documentation of resources for the past 60 months.

Note: Individuals applying for the Medicaid Savings Program only do not have a resource test and resources are not considered in determining eligibility for this program.

C. Overview of Government-Sponsored Health Insurance Programs

Applicants should have experience and a detailed knowledge of the public health insurance programs available to individuals who are aged, blind and disabled including: Medicaid, the Medicaid Buy-In for Working People with Disabilities (MBI-WPD) program, the Medicaid Excess Income (Spendedown) program, the Medicare Savings Program (MSP), Medicaid for Institutional Care in a Nursing Home including spousal impoverishment provisions and transfer of assets provisions, and a basic understanding of trusts.

1. Medicaid

Medicaid is a health insurance program that offers eligible persons complete coverage for all their health care needs. Adults enrolled in Medicaid can visit Medicaid participating doctors, health centers, clinics and hospitals to receive their health care. Most adults must join a health plan that has its own network of doctors and health centers.

The Affordable Care Act of 2010 (ACA) makes significant changes to the Medicaid program. It also provides that states offer a health insurance marketplace where individuals and families can apply for health insurance, including Medicaid. New York's marketplace is called New York State of Health (NYSOH).

Effective 1/1/2014, Medicaid applicants that are required to have eligibility determined based on modified adjusted gross income (MAGI) will have eligibility determined through NYSOH. This is primarily pregnant women, children, parents and caretaker relatives and adults ages 19 to 64 who are not in receipt of Medicare. The local department of social services will continue to determine eligibility for individuals in the SSI-related category until such time as the NYSOH is prepared to

process these applications.

Additionally, aged, blind and disabled individuals who apply at NYSOH under a MAGI eligibility group who are determined financially ineligible for Medicaid may be referred to the local department of social services to have eligibility determined under SSI-related eligibility rules, including the Excess Income program. These individuals will receive application forms to complete for submission to the local department of social services and may require assistance in filling out the application.

- a. **MAGI** Medicaid eligibility groups are:
- Pregnant women
 - Infants and Children under 19 years of age
 - Infants less than 1 year
 - Child 1-5 years of age
 - Child 16–18 years of age
 - Adult Group – Childless Adults, which include individuals who
 - are not pregnant
 - are age 19-64
 - do not have Medicare
 - could be certified disabled but do not have Medicare yet
 - Parents/Caretaker Relatives;
 - Children in Foster Care (Chaffee)
 - Family Planning Benefit Program

Note: A caretaker relative may be over 65 and included in the MAGI eligibility group even if he/she has Medicare coverage.

- b. **Non-MAGI** Medicaid eligibility groups are:
- Medically Needy
 - Supplemental Security Income (SSI) recipients
 - SSI-related individuals - includes those who
 - are aged (65 years of age and older)
 - certified blind
 - certified disabled
 - ADC-related individuals are those who
 - are under 21 years of age; and
 - for reasons other than income, individuals who would meet the eligibility requirements of the Aid to Families with Dependent Children program (ADC-related)
 - Foster Care
 - (IV-E or Non-IV-E)
 - Individual under 26 years of age who was in foster care and in receipt of Medicaid on their eighteenth birthday
 - Medicaid Buy-In for Working People with Disabilities (MBI-WPD) program applicants

- Resident of home for adults run by the LDSS, Office of Mental Health Residential Care Centers/Community Residences
- Medicare Savings Program applicants
- Individuals applying for COBRA continuation of premium payments
- Medicaid continuation of Pickle, Widow and Widowers and Disabled Adult Child eligible individuals

2. Medicaid Buy-In for Working People with Disabilities (MBI-WPD) Program

The Medicaid Buy-In for Working People with Disabilities (MBI-WPD) program offers Medicaid coverage to people with disabilities who are working and earning more than the allowable limits for regular Medicaid. This program allows working people with disabilities to earn more without the risk of losing vital health care coverage.

To be eligible for the Medicaid Buy-In for Working People with Disabilities program an individual must:

- Be a resident of New York State;
- Be at least 16 but not yet 65 years of age;
- Have a disability as defined by the Social Security Administration;
- Be engaged in paid work (includes part-time and full-time work);
- Have gross income that does not exceed 250% of the Federal Poverty Level. For an individual or married couple with all earned income, the allowable gross income for this program may be as high as \$58,476 for an individual or \$78,588 for a couple; and
- Have non-exempt resources that do not exceed \$20,000 for a one-person household and \$30,000 for a two-person household.

Note: Effective October 1, 2011, retirement accounts that previously would have been counted as a resource are disregarded in determining eligibility for this program. Retirement accounts that are disregarded are annuities or work-related plans for providing income when employment ends, including but not limited to: pensions; Individual Retirement Accounts (IRAs); 401(k) plans and Keogh plans.

Eligibility for this program is determined using an SSI-related budget (pre-ACA rules), including all applicable disregards. Income and resources are compared to the standards noted in the bullets above. The program covers single individuals and married couples, if both are working and disabled, but it does not offer family coverage.

3. Medicaid Spenddown Program

An individual who is age 65 or older or who is certified blind, or certified disabled and has countable income that is over the Medicaid level, may still be able to get Medicaid coverage under the Excess Income or Spenddown Program. For SSI-

related individuals, certain deductions are taken from the monthly household income. The most common deductions for individuals who are disabled or over 65 years of age is a \$20 deduction from unearned or earned income and from earned income, the first \$65 and one-half the remainder. The cost of monthly health insurance premiums such as Medicare Part B is also deducted from income. Any child support received is counted as income.

The amount of income remaining after subtracting any deductions is compared to the medically needy income level for the individual's household size. If the individual's monthly income is over the medically needy level, the amount the income is over is called excess income. It is like a deductible that goes toward the cost of medical bills. If medical bills equal the excess income amount in a particular month, Medicaid pays the additional medical bills beyond the excess income amount for the rest of that month. This includes payment for care provided outside a hospital, doctor and dental visits, lab tests, prescription drugs and long-term care in the community such as home care and assisted living. Inpatient hospital care and services may be covered if an individual has medical bills, paid or unpaid, that are at least equal to the monthly excess income amount for six months. This program also has a Pay-In Option, where an individual can pay the monthly excess income amount for any month directly to the local department of social services to receive Medicaid outpatient coverage for that month.

4. Medicare Savings Program (MSP)

The Medicare Savings Program assists individuals and couples in paying for their Medicare premiums. If applicants apply for MSP only they may complete the DOH-4328 (Medicare Savings Program application). There is no resource test. The following programs fall within the MSP:

- **Full Medicaid for Dual Eligibles** (Individuals eligible for both Medicare and Medicaid)
This program pays for a wide range of medical care, services and supplies as well as premiums, coinsurance and deductible payments for Medicare beneficiaries.
- **Qualified Medicare Beneficiary (QMB)** – Income below 100% FPL + \$20
This program can pay for the Medicare Part A and B premium, coinsurance and deductible amounts. An individual can be eligible for QMB only or for QMB and Medicaid.
- **Specified Low Income Medicare Beneficiary (SLIMB)** – Income below 120% FPL + \$20
This program pays for the Medicare Part B premium only. Individuals can be eligible for SLIMB only or for SLIMB and Medicaid (with a spenddown). The applicant must have Medicare Part A in order to be eligible for the program.
- **Qualified Individual (QI)** – Income below 135% FPL + \$20

This program pays for the Medicare Part B premium only. Individuals cannot be eligible for QI and Medicaid. The applicant must have Medicare Part A. States are allotted money for this program on a yearly basis.

- **Qualified Disabled and Working Individual (QDWI)** – Income below 200% FPL + \$20

This program pays for the Medicare Part A premium only, not Part B. The applicant must be a disabled worker under age 65 who lost Part A benefits because of return to work.

5. Medicaid for Institutional Care in a Nursing Home

An individual who is admitted to a medical facility and is not expected to return home or an individual who is an “institutionalized spouse” is considered to be in permanent absence status. An individual is presumed to be in permanent absence status if he/she:

- Is admitted to a nursing home or intermediate care facility,
- Is receiving an alternate level of care in a hospital, or
- Remains in an acute care hospital for more than six calendar months.

Adequate medical evidence may overcome these presumptions.

For individuals who are admitted to a nursing facility and considered to be in permanent absence status, chronic care budgeting begins the first day of the month following the establishment of permanent absence. Under chronic care budgeting, certain deductions and a personal needs allowance (PNA) are allowed in determining the income to be applied toward the cost of nursing home care.

6. Spousal Impoverishment Rules

When the individual is an institutionalized spouse, spousal impoverishment rules are used to determine the institutionalized spouse’s eligibility for Medicaid and the amount of his/her income to be applied toward the cost of nursing home care. These rules provide for a resource allowance and an income allowance for the spouse living in the community (community spouse).

The community spouse resource allowance is the greater of:

- \$74,820, the State minimum spousal resource standard, or
- \$115,920 (for 2013), the amount of the spousal share up to the federal maximum.

The spousal share is an amount equal to one-half (1/2) of the total value of couple’s countable resources as of the date of the first continuous period of institutionalization of the institutionalized spouse.

If the couples’ combined resources are less than the State minimum allowances, the community spouse may retain all of the couples’ resources. When the combined

resources exceed the maximum amount, the excess is considered available to the institutionalized spouse. The institutionalized spouse is allowed the Medicaid resource level for one (\$14,400 for 2013).

In determining whether an institutionalized spouse will need to contribute income toward the cost of nursing home care, spousal impoverishment rules allow for a contribution to the community spouse when the community spouse's income is below the minimum monthly maintenance needs allowance (MMMNA). For 2013, the MMMNA is \$2,898. Income of the institutionalized spouse can be used to bring the community spouse's income up to the MMMNA. When the applicant has a dependent family member living with the community spouse, a family member allowance is made available. The family member allowance is first made up from an excess income of the community spouse. If the community spouse's income is insufficient to cover the family member allowance, the remainder is deducted from the institutionalized spouse's income.

Spousal impoverishment rules also apply to couples with a spouse participating in a home and community-based waiver (HCBS) program and to couples with a spouse enrolled in a Managed Long Term Care (MLTC) plan.

Note: When a single individual is admitted to a nursing home on a temporary basis, community budgeting rules apply.

7. Transfer of Assets Rules

For Medicaid coverage of nursing home care, the transfer of assets rules apply to institutionalized spouses and institutionalized individuals who are subject to a resource test and who are in permanent placement or whose care exceeds 29 days of short term rehabilitation. These rules include a review of assets during the look-back period (a period of sixty months prior to the month the otherwise eligible institutionalized individual is seeking coverage for nursing home care) to determine whether assets have been transferred for purposes of obtaining eligibility. Any uncompensated transfers may result in a period of ineligibility for coverage of nursing home care. There are several exceptions when transfer penalties are not imposed.

8. Treatment of Trusts

Trust funds are funds that are held in trust by one party (the trustee) for the benefit of a person (beneficiary) or group of persons. These funds are not owned by the beneficiary and are usually under the control of the trustee. The trustee must carry out the stipulated conditions that are specified in the trust. For Medicaid eligibility, the treatment of a trust depends on the type of trust, whose assets were used to fund the trust and who has access to the principal and/or the right to receive income from the trust.

a. Revocable Trust

When an SSI-Related Medicaid applicant/recipient has created a revocable trust, the principal of the trust is considered available, since the individual can revoke the trust and have the assets returned. Under the transfer of assets rules, payments made from a revocable trust to someone other than the applicant/recipient may be treated as an uncompensated transfer. Since the funds held in a revocable trust are considered available, transfers into a revocable trust during the look-back period are not subject to treatment as an uncompensated transfer.

b. Irrevocable Trust

The availability of assets held in an irrevocable trust depends on the trustee's authority, under the terms of the trust, to make payments to or for the benefit of the applicant/recipient. When the terms of the trust stipulate that no payment of principal or income generated by trust principal may be made to or for the benefit of the applicant/recipient or the applicant/recipient's spouse, assets used to fund the trust may be treated as an uncompensated transfer under the transfer of assets rules.

c. Third Party and Testamentary Trusts

Since assets used to fund a third party trust (including testamentary trusts) are not the applicant/recipient's assets, these types of trusts are not subject to the transfer of assets rules. Although the principal and any accumulated income in the trust are not considered available to the applicant/recipient, distributions from the trust that are actually made to the applicant/recipient are considered income in the month received.

d. Supplemental Needs Trust

A supplemental needs trust is a trust created for the benefit of an individual of any age with a severe and chronic or persistent impairment. These trusts are designed to supplement government benefits for which the individual is otherwise eligible. Generally, these trusts are irrevocable. They can be funded with assets of the disabled individual or by assets owned by another person. Medicaid treatment is based on the availability of the assets held in trust.

e. Exception Trust

Another type of supplemental needs trust is an exception trust. There are two types of exception trusts:

- A trust created for the benefit of a disabled individual under age 65, by the individual, a parent, grandparent, legal guardian or court of competent jurisdiction and the trust agreement provides that the State will be reimbursed

up to the amount of Medicaid paid, from assets remaining in the trust upon death of the disabled individual.

- A trust containing the assets of a disabled individual of any age and is a pooled trust. A pooled trust is established and managed by a non-profit association which maintains a separate account for the disabled individual, but pools the assets with other accounts for investment purposes. Pooled trusts are established for the benefit of a disabled individual, by the individual, by the parent, grandparent or legal guardian, or by a court of competent jurisdiction. Upon death of the disabled individual, funds remaining in the disabled individual's account that are not retained by the non-profit association are paid to the State, up to the amount of Medicaid paid on the disabled individual's behalf.

For Medicaid eligibility purposes, funds in an exception trust are not considered available to the disabled individual. Also, for purposes of budgeting monthly income under community budgeting, income deposited into an exception trust is excluded when the income is deposited into the trust during the same month in which the income is received. This exclusion does not apply when chronic care budgeting is used.

Under the transfer rules, assets transferred to an exception trust are not treated as a prohibited transfer when the asset(s) are transferred to the trust while the applicant/recipient is under age 65. Any asset(s) transferred to the trust after the applicant/recipient turns 65, will be considered an uncompensated transfer, unless proof is provided that the trustee used those funds for the sole benefit of the applicant/recipient.

D. Medicaid Application Submission Process

Applicants should propose a comprehensive process and workplan for meeting with aged, blind, and disabled individuals, completing applications, and performing a quality review process of each application originating with facilitated enrollment staff, whether employed at the CA directly or by a subcontractor agency. The plan should detail the operating procedures which will be put in place to assure complete, timely and highly accurate applications, and include the submission of completed applications to the LDSS.

Applicants should describe how they, and their subcontractor network, will ensure compliance with the Americans with Disabilities Act (ADA). Specifically, how they intend to make the FE-ABD Program readily accessible to and usable by individuals with disabilities, including but not limited to people with visual, auditory, cognitive or mobility disabilities.

Applicants should discuss how facilitated enrollment services will be provided in locations and at times that are convenient for and accessible to the target population.

In the initial stages of this FE-ABD Program, applications will be completed using the Access NY Healthcare (<http://www.health.ny.gov/forms/doh-4220all.pdf>) and the Access NY Supplement A (<http://www.health.ny.gov/forms/doh-4495a.pdf>). These applications, with necessary documentation, will be submitted by the CA to the appropriate Local Department of Social Services (LDSS) for an eligibility review and determination. Applications from the FE-ABD Program will eventually be submitted electronically to the NYSOH.

The LDSS/HRA offices are responsible for the eligibility determinations for all Medicaid applicants. In addition, the LDSS/HRA is responsible for enrollment of Medicaid recipients into a participating health plan, if appropriate. In designated areas, an enrollment broker (currently MAXIMUS, Inc.) may be responsible for adding the appropriate data regarding plan selection to the central file and enrollment into a health plan.

E. Applicant Characteristics and Staffing Levels

Applicants should demonstrate their commitment to actively engage in and conduct operations in support of the FE-ABD Program. The CA and their network of subcontractors should have a known presence in their proposed service area. The FE-ABD Program should relate to the broader mission statement of the organization as a whole. The majority of personnel resources should go to staff dedicated to providing facilitated enrollment services or to administrative personnel that will ensure the accuracy and completeness of program services.

1. Program Manager/Project Officer

Applicants should include a dedicated program manager or project officer who is responsible for the overall operation of the FE-ABD Program. The SDOH prefers that the manager dedicates 100% of his/her time to this project and is responsible for all communication with the SDOH. An applicant proposing less than a full time program manager or project officer should define the manager's other responsibilities and explain, how and by whom, the additional oversight of the program will be provided. Applicants should describe all funding for a less than full-time program manager.

2. Quality Review Staff

All applications will need to be reviewed for accuracy and completeness prior to submission to the appropriate county LDSS or Human Resource Administration (HRA) in NYC. Applicants may propose to employ the Quality Reviewers directly, or may locate this function at their subcontractors. The design of the program is at the discretion of the applicant. However, the FTE level of quality review staff should be adequate to support the proposed volume of applications to be processed. For applicants proposing to cover a large geographic area, with subcontractors in each region and regional quality review staff, the location(s) and responsibilities of such regional staff should be clearly described.

3. Subcontractor Agency

Applicants should describe in detail each subcontractor agency which will participate in its FE-ABD Program network. This includes the subcontractor's past accomplishments and experience working with the target population. A letter of commitment should be included from each subcontractor with the proposal.

4. Facilitated Enrollment Staff

Program experience shows that facilitated enrollers working full time in the FE Program are generally more successful than part time facilitated enrollers. The knowledge and experience needed to be a successful facilitated enroller is difficult to achieve and retain without a full time commitment to the job responsibilities. As such, the SDOH prefers that the FE-ABD Program employ full time staff to provide application assistance. However, the SDOH will consider positions less than full time equivalents (FTEs) if the applicant supplies a justification. A duplication of effort between the subcontractor agency's other programs or staff providing similar services for another program, will be unacceptable and SDOH reserves the right to withhold funding, in whole or part, or terminate the contract.

F. Training

Successful applicants are expected to assure that an appropriate FE-ABD staff person attend an initial DOH-sponsored training session prior to implementation of application assistance. Following this initial training, it is the responsibility of the CA to ensure that additional staff, including subcontractor staff, be trained using the DOH-supplied curriculum via a "train-the-trainer" approach.

In their response, applicants should describe the method they will use to conduct their initial training of the additional subcontractor and facilitated enrollment staff, as well as on-going technical assistance, including regularly scheduled meetings and in-service sessions. As the network of subcontractors may encompass a significant geographic distribution, an applicant should include the method to be used to conduct frequent and regularly scheduled communications with all facilitated enrollment staff.

The Central Agency should have experience providing both training in-person and online. The CA will be responsible for following the curriculum approved by SDOH, and setting up the training schedule and determining the location of these trainings as determined by the geographic distribution of the proposed subcontractor network and/or facilitated enrollment staff.

G. Quality Assurance and Productivity

Applicants should describe a quality assurance plan for monitoring subcontractor activities and performance. This should include a procedure for correcting under-

performance, an attestation that the CA will not continue to fund non-performing subcontractors at the originally agreed upon funding level, and a description of how subcontracting arrangements will be adjusted, if appropriate.

Information on each application must be entered into DOH's Health Commerce System (HCS) into a database specifically designed to capture data regarding FE-ABD applications. This allows SDOH to monitor contractor performance and productivity, by the FE-ABD network as a whole, by CA and subcontractor, and by individual facilitated enrollment staff.

Applicants should describe their ability to electronically track each application from initiation through submission to the LDSS to the final determination of eligibility. Applicants should discuss their ability to design and prepare Productivity reports on a regular and timely basis. The process for using these productivity reports and the data collected in the HCS to modify FE-ABD Program services should be clearly explained in the proposal.

H. Confidentiality, Privacy, and Security Requirements

Central Agencies, their subcontractors and agents must establish and implement privacy and security protocols to maintain the confidentiality of information contained on the Access NY Healthcare application, the Access NY Supplement A, and additional information provided by applicants, as well as information contained on supporting documentation.

Information may be shared by the CA and subcontractor(s) conducting facilitated enrollment, and the programs and agencies identified in this RFA, provided that the applicant has given appropriate written authorization by signing the application, and the release of the information is for the purposes of determining eligibility or evaluating the success of the program. There can be no further disclosure of Medicaid Confidential Data (MCD) without prior written approval of the SDOH Medicaid Confidential Review Committee (MCDRC). The CA agency will require that any approved agreement or contract with a subcontractor or others contains a statement that the subcontractor or other party may not further disclose MCD without the prior written approval of the MCDRC.

If an applicant is awarded funding, the CA is required to:

- Under the Health Insurance Portability and Accountability Act (HIPAA), submit a completed Federal HIPAA Business Associate Agreement (Attachment 1). As a Business Associate, a CA will comply with HIPAA privacy regulations, safeguarding protected health information (PHI) from intentional and Unintentional use or disclosure. All documents containing PHI, including applications and documentation, must be kept in a secured location accessed only by authorized personnel.

- Submit to SDOH a completed and signed “Certification Regarding State and Federal Confidentiality Requirements for Facilitated Enrollment” form (see Attachment 2).
- Maintain a file of completed “Certification Regarding State and Federal Confidentiality Requirements for Facilitated Enrollment Subcontractors,” signed by each facilitated enroller at the time of hire (see Attachment 3).

I. Funding Methodology

Up to \$6 million in annual funding is available to support statewide coverage of consumer assistance services for the aged, blind, and disabled populations. If an agency proposes to provide statewide coverage then at least one subcontractor should be located in each region of the state. If the highest scoring applicant does not propose to target facilitated enrollment services statewide, funding will be divided between the NYC Region, Long Island, and the Rest of State regions and awarded to the highest scoring applicant in each region.

A Central Agency that proposes to have subcontractors in each region of the state (statewide coverage) can apply for a maximum funding award of \$6,000,000. A maximum of \$2,600,000 will be available for proposals that only target services to the NYC Region (Bronx, Kings, Queens, New York, and Richmond counties). A maximum of \$2,600,000 will be available for proposals that target services only to the Rest of State Region (all counties except those in the NYC and Long Island regions). A maximum of \$800,000 will be available for proposals that only target services to Long Island (Nassau and Suffolk counties). Refer to Table 1: Funding and Distribution by Region.

Table 1: Annual Funding Distribution by Region	
Region	Funding Allocated
NYC Region	\$2,600,000
Rest of State	\$2,600,000
Long Island	\$800,000
Statewide Total	\$6,000,000

IV. Administrative Requirements

Respondents to this RFA will need to submit an application describing how they will address the needs of the target population. Applicants will also need to submit budgets reflecting the costs associated with providing consumer assistance services for the population. This section provides general information regarding the process for applicants applying to provide facilitated enrollment services.

A. Issuing Agency

This RFA is issued by the NYS DOH, Office of Health Insurance Programs, Division of Eligibility and Marketplace Integration, Bureau of Child Health Plus Policy and Exchange Consumer Assistance. The Department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase

All substantive questions about this RFA must be submitted in writing via mail to:

Gabrielle Armenia - Director,
Bureau of CHPlus Policy and Exchange Consumer Assistance
Division of Eligibility and Marketplace Integration
Office of Health Insurance Programs
New York State Department of Health
Corning Tower, OCP 1205
Empire State Plaza
Albany, New York 12237

Submission is also acceptable via fax (518) 486-6282 or e-mail to:

chpferfa@health.state.ny.us.

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

Questions of a technical nature can be addressed to Gabrielle Armenia in writing to the above address or fax, or via telephone by calling (518) 473-0566. **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 Department's public website at:

<http://www.health.ny.gov/funding/> and the NYS Grants Gateway website at:

https://www.grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx.

Questions and answers, as well as any updates and/or modifications, will also be posted on these websites. All such updates will be posted by the date identified on the cover sheet of this RFA.

C. Letter of Intent/Interest

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions), it is strongly encouraged that they complete and submit a letter of interest (see Attachment 4). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing updated information.

Submission of a letter of intent/interest is NOT a requirement or obligation upon the applicant to submit an application in response to this RFA. Applications may be submitted without first having submitted a letter of intent/interest.

D. Applicant Conference

An Applicant Conference will not be held for this program.

E. How to File an Application

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

Gabrielle Armenia - Director
Bureau of CHPlus Policy and Exchange Consumer Assistance
Division of Eligibility and Marketplace Integration
Office of Health Insurance Programs
New York State Department of Health
Corning Tower, OCP 1205
Empire State Plaza
Albany, New York 12237

Applicants submitting proposals via overnight delivery services, or courier, must submit the proposals to:

Gabrielle Armenia - Director,
Bureau of CHPlus Policy and Exchange Consumer Assistance
Division of Eligibility and Marketplace Integration
Office of Health Insurance Programs
New York State Department of Health
One Commerce Plaza, Room 1205
99 Washington Avenue
Albany, New York 12260

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

Applicants shall submit one (1) signed original and four (4) copies of their application (5 complete sets in all). The five hardcopy sets of the complete application should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. **Applications submitted via fax or e-mail will not be accepted.**

Prior to SDOH's application approval date, an applicant may withdraw its submitted application by sending a written withdrawal request, signed by the applicant's authorized agent, to the above address.

F. THE DEPARTMENT OF HEALTH RESERVED RIGHTS:

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.

G. Term of Contract

Any contract resulting from this RFA will be effective only upon approval by the New York State Office of the Comptroller. It is expected that contracts resulting from this RFA will have the following multi-year time period: 4/1/14 through 3/31/19.

Continued funding throughout this period is contingent upon availability of funding and state budget appropriations. DOH also reserves the right to revise the award amount as necessary due to changes in the availability of funding.

H. Minority & Woman-Owned Business Enterprise Requirements

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health ("DOH") recognizes its obligation to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of DOH contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state

procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOH establish goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, the New York State Department of Health hereby establishes a goal of **20%** on any subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing greater than \$25,000 under a contract awarded from this solicitation. The goal on the eligible portion of this contract will be 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that DOH may withhold payment pending receipt of the required MWBE documentation. For guidance on how DOH will determine “good faith efforts,” refer to 5 NYCRR §142.8.

The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com>. The directory is found in the upper right hand side of the webpage under “Search for Certified Firms” and accessed by clicking on the link entitled “MWBE Directory” Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged and all communication efforts and responses should be well documented.

By submitting an application, a grantee agrees to complete an MWBE Utilization plan as directed in **Attachment 13** of this RFA. DOH will review the submitted MWBE Utilization Plan. If the plan is not accepted, DOH may issue a notice of deficiency. If a notice of deficiency is issued, Grantee agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt. DOH may disqualify a Grantee as being non-responsive under the following circumstances:

- a) If a Grantee fails to submit a MWBE Utilization Plan;
- b) If a Grantee fails to submit a written remedy to a notice of deficiency;
- c) If a Grantee fails to submit a request for waiver (if applicable); or
- d) If DOH determines that the Grantee has failed to document good-faith efforts to meet the established DOH MWBE participation goals for the procurement.

In addition, successful awardees will be required to certify they have an acceptable Equal Employment Opportunity policy statement in accordance with Section III of Attachment M of the resulting contract.

I. Payment and 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 monthly vouchers and required reports of expenditures to the State's designated payment office:

Bureau of Child Health Plus Policy and Exchange Consumer Assistance
Office of Health Insurance Programs
NYS Department of Health
Corning Tower, OCP 826
Albany, NY 12237

Grant contractors shall provide complete and accurate billing vouchers to the Department's designated payment office in order to receive payment. Billing vouchers submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the State Comptroller (OSC). 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 OSC's procedures and practices to authorize electronic payments. Authorization forms are available at OSC's website at: <http://www.owc.state.ny.us/epay/index.htm>, by email at: epayments@osc.state.ny.us or by telephone at 855-233-8363. CONTRACTOR acknowledges that it will not receive payment on any claims for reimbursement submitted under this contract if it does not comply with OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Payment of such claims for reimbursement 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 that the Contractor will be reimbursed for actual expenses incurred as allowed in the approved Contract Budget and Workplan.

3. The grant contractor will be required to submit the following periodic reports:
 - Progress report no later than 30 days following the end of the reporting period;
 - Monthly expenditure report.

All payment and reporting requirements will be detailed in Attachment D of the final NYS Master Grant Contract (Attachment 5).

J. Limits on Administrative Expenses and Executive Compensation

Effective July 1, 2013, limitations on administrative expenses and executive compensation contained within Governor Cuomo's Executive Order #38 and related regulations published by the Department (Part 1002 to 10 NYCRR – Limits on Administrative Expenses and Executive Compensation) went into effect. Applicants agree that all state funds dispersed under this procurement will, if applicable to them, be bound by the terms, conditions, obligations and regulations promulgated by the Department. To provide assistance with compliance regarding Executive Order #38 and the related regulations, please refer to the Executive Order #38 website at: <http://executiveorder38.ny.gov>.

K. Vendor Identification Number

Effective January 1, 2012, in order to conduct business with New York State, you must have a vendor identification number. As part of the Statewide Financial System (SFS), the Office of the State Comptroller's Bureau of State Expenditures has created a centralized vendor repository called the New York State Vendor File. In the event of an award and in order to initiate a contract with the New York State Department of Health, vendors must be registered in the New York State Vendor File and have a valid New York State Vendor ID.

If already enrolled in the Vendor File, please include the Vendor Identification number on the application cover sheet. If not enrolled, to request assignment of a Vendor Identification number, please submit a New York State Office of the State Comptroller Substitute Form W-9, which can be found on-line at:

http://www.osc.state.ny.us/vendor_management/issues_guidance.htm.

Additional information concerning the New York State Vendor File can be obtained on-line at: http://www.osc.state.ny.us/vendor_management/index.htm, by contacting the SFS Help Desk at 855-233-8363 or by emailing at helpdesk@sfs.ny.gov.

L. Vendor Responsibility Questionnaire

The New York State Department of Health recommends 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 www.osc.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 e-mail at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at

http://www.osc.state.ny.us/vendrep/forms_vendor.htm or Vendors may contact the Office of the State Comptroller's Help Desk for a copy of the paper form.

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

M. Vendor Prequalification for Not-for-Profits

Beginning July 31, 2013, all not-for-profit vendors subject to prequalification will be required to prequalify prior to grant application and execution of contracts.

Prequalification is a new statewide process designed to facilitate prompt contracting for not-for-profit vendors. Interested vendors will be asked to submit commonly requested documents, and answer frequently asked questions once. The application requests organizational information about the vendor's capacity, legal compliance, and integrity.

Not-for-profit vendors subject to prequalification will submit their responses online in the new Grants Gateway, and all information will be stored in a virtual, secured vault. Once a vendor is registered with the system, State agencies will have ready access to the vault, eliminating redundant submissions of such information by the vendor. Not-for-profits will only have to prequalify every three years, with responsibility to keep their information current throughout the three year period. To obtain access to the Grants Gateway, vendors should submit a registration form downloadable on the Grants Reform website at: <http://grantsreform.ny.gov/Grantees>.

N. General Specifications

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

5. Provisions Upon Default

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

V. Completing the Application

A. Application Content

Respond to each of the statements and questions listed below. Number/letter your narrative to correspond to each element in the order presented. Be specific and complete in your responses. Do not leave any element blank. If appropriate, indicate if the element is not relevant to your agency or application.

1. GRANT APPLICATION COVER SHEET

A completed grant application cover sheet (Attachment 7) should be included with the application. The grant application checklist (Attachment 8) is provided for the applicant to ensure that all of the requested information is included with the application.

2. PROGRAM SUMMARY

Applicants should provide a one-page summary of the proposed FE-ABD Program. Topics to be briefly discussed include the applicant's ability to identify, outreach and provide services to the target population, including an estimated number of under- and uninsured in this population. The applicant should present a broad overview of its network design; identify its partner subcontractor agencies, if applicable, and the types of sites to be used.

The applicant should describe how it will manage each step of the process from outreach through application assistance to submission of an application to the LDSS/HRA.

3. SERVICE AREA AND STATEMENT OF NEED

The applicant should clearly describe the target area they propose to serve and how the proposed program will enhance application assistance services for the Aged, Blind, and Disabled in this service area.

For all areas of the state except New York City, the applicant should include the county(ies) they plan to serve. For New York City applicants, the proposal should include the borough and/or zip codes that the project will serve if the proposal does not cover an entire borough.

Applicants should identify the target population(s) they plan to serve. The proposal should include a description of the size and demographics of the target population. Provide a description of the community and populations that will be targeted, including the cultural and language characteristics of the area.

The applicant should describe all relevant experience they have serving the target population and their unique ability to provide consumer assistance services to the target populations.

The proposal should provide an explanation of the unmet community need and the applicant's innovative approach to providing FE-ABD Program services.

4. APPLICANT ORGANIZATION

The following information should be provided regarding the applicant organization:

- The organization's mission, organizational structure, the services the organization provides and the role it will play in the proposed program.
- The roles and responsibilities of the applicant's board of directors, if applicable, as they relate to implementing the proposed program, monitoring program performance, and their support and commitment to the community and the target population
- Current and past experience as a government contractor, including funds received and services provided, and the organization's compliance with contractual requirements including vouchering, reporting and responsiveness to the organization providing the funding.
- Identification of the proposed staffing model, including all supervisory and support staff who will be involved in the implementation and operation of the FE-ABD Program. Include all parties responsible for communication with SDOH. It is preferred that a dedicated program manager or project officer will be devoted fulltime

to this Program. However, if the applicant proposes another staffing model, the program manager's or project officer's other responsibilities must be defined, as well as who will be responsible for FE-ABD Program operations when the program manager or project officer is not available. Include a detailed description of the program manager/project officer's responsibilities. At a minimum, this includes overall program responsibility, responsibility for day-to-day operations, supervision, detailed knowledge of Program rules and regulations, knowledge of data systems or separate staff that report to the manager for this program that will carry out data responsibilities, and compliance with contractual requirements.

- Applicants should identify each entity with which they will subcontract for the provision of consumer assistance services. They should describe, for each contractor, their prior experience working with the subcontractor, and why, based on their experience, they believe the subcontractor will successfully provide consumer assistance to the aged, blind and disabled populations. A letter of commitment from each subcontractor should be included with the application.
- The number of individuals that the applicant proposes will be employed by subcontractors, and by the CA if applicable, to provide consumer assistance services, and the justification for that number. Provide the number of quality review, support and other staff that the applicant proposes for the FE-ABD program. Discuss all employees' qualifications and prior experience working with the target populations. Identify the proportion of time that the program manager/project officer will devote to the FE-ABD program, including a detailed description of this person's responsibilities.
- Current and past experience in the management of subcontractors, including performance monitoring and fiscal oversight of project operations.

5. PROGRAM STRATEGY AND EXPERIENCE WITH ENROLLMENT ENTITIES (LDSSs)

The applicant should clearly and succinctly discuss the following:

- Applicants should discuss very specifically the strategies that will be implemented to reach the aged, blind and disabled populations. Include plans to ensure ADA compliance at both the CA and all subcontracting agency sites.
- Identification of the proposed locations where FE-ABD will occur, and how these locations will enhance accessibility to facilitated enrollment services. This should include the expected hours of operation, and identify if languages other than English will be spoken by program staff or if language-line services will be available. In addition, a completed Site Schedule (see Attachment 9) should be included with the proposal.

- Provide the estimated total number of applications the applicant proposes will be submitted per month to the appropriate program. Explain how the estimate was derived. Applicants should, where possible, base their projections on prior experience assisting the target population in applying for benefits for any means tested program.
- The applicant's planned internal operational procedures and timeframes for handling applications, including quality review and submission of applications to the appropriate LDSS for an eligibility determination.
- A description of the applicant's experience working with LDSSs, or a proposed plan for developing such relationships.

6. TRAINING

The applicant should clearly and succinctly discuss the following:

- A plan to provide ongoing training and technical assistance to all facilitated enrollment staff. Applicants are expected to assure that facilitated enrollment staff attends an initial DOH-sponsored training session prior to implementation of application assistance. Discuss how after attending training, program procedures or the enrollment process will be modified in order to improve productivity.
- Describe what other professional or community trainings will be attended by staff in order to enhance program services that are specifically targeted to the Aged, Blind or Disabled populations to be served.
- What types of in-service trainings and topics will be used to educate staff, improve enrollment strategies, and ensure that services are accessible to individuals with disabilities.
- If the proposed network of subcontractors encompasses a significant geographic distribution, describe the method to be used to conduct frequent and regularly scheduled communications with all facilitated enrollment staff.

7. QUALITY ASSURANCE and REPORTING

Include:

- A detailed description of the quality assurance standards that will be implemented by the applicant to ensure complete, timely and highly accurate applications.
- A description of the steps that will be taken to maintain frequent and regular communication between the applicant and its subcontractor(s) and the facilitated enrollment staff.

- A plan for monitoring the number of applications taken, including a plan for correcting non-and under-performing subcontractors.
- An approach to electronically tracking each application, and reporting productivity data in a timely manner.
- Describe how reports will be submitted to SDOH and what types of ongoing communication will be utilized to modify and enhance program services.

8. READINESS/WORKPLAN

Include:

- Readiness workplan using the form in Attachment 10. Identify the objectives and planned activities for achieving each goal listed on the workplan form. Include all responsible staff and the timeframes needed to meet each objective and goal provided. The activities identified in the workplan should be specific to your agency's proposed model and subcontractor network composition.
- It is expected that, if awarded funding, the applicant will sign and submit the Master Grant Contract (Attachment 5) within 30 days of contract receipt. Please describe your agency's ability to meet this timeframe. If an applicant does not expect to meet the expected deadline for contract submission, explain the circumstances that create this delay, and define the expected amount of time required for completion of the contract process.

9. BUDGET AND JUSTIFICATION

The preferred operational model under this RFA is that of one Central Agency (CA) with a network of subcontracting FE Agencies. The proposal should target FE services either statewide or to a specific region of the state. If an agency proposes to provide statewide coverage then at least one subcontractor should be located in each region of the state. Regions, as defined in this RFA, include New York City, Long Island and Rest of State. If the CA only proposes to serve one or two of the regions indicated in this RFA, then the maximum funding awards for each region will apply.

A Central Agency that only proposes to subcontract with agencies located in New York City may request a maximum funding award of \$2,600,000. A Central Agency that only proposes to subcontract with agencies located outside of New York City or Long Island, may request a maximum funding award of \$2,600,000. A Central Agency that only proposes to subcontract with agencies in Long Island may request a maximum funding award of \$800,000. A Central Agency that proposes to have subcontractors in each region of the state (statewide coverage) can apply for a maximum funding award of \$6,000,000. Refer to Table 1: Funding and Distribution by Region.

Table 1: Annual Funding Distribution by Region	
Region	Funding Allocated
NYC Region	\$2,600,000
Rest of State	\$2,600,000
Long Island	\$800,000
Statewide Total	\$6,000,000

Only one budget for each applicant will be evaluated regardless if the Central Agency proposes to provide facilitated enrollment services statewide or to a specific region. Applicants should submit proposed budgets with their applications using the form in Attachments 11 and 12. The budget forms contain a Summary (page 1), detailed sections by expense category (pages 2 – 5), and a justification page (page 6).

Attachment 11 should be used to propose the Central Agency’s total budget including the costs allocated to subcontractors for each region (New York City, Long Island, and Rest of State). A copy of Attachment 12 should be completed and submitted for each subcontractor budget.

All applicants should submit each proposed cost by a specific line item (ie personnel positions, fringe, travel, supplies, rent, etc.). Applicants should present budgets that are fiscally sound and programmatically responsible. Non-personnel service funds should be used for direct support of the program. The applicant should describe any organizational governance which dictates personnel expenditures (e.g. governmental wage rates, union contracts, salary is determined or limited by an agency wide rate). Applicants should discuss how it will address future COLAs and fringe benefit rate increases in an environment of level funding.

The SDOH may, if funding is available, provide successful non-profit applicants with an advance payment up to 25% of the approved amount in the contract. Terms for repayment of the advance will be included in the contract resulting from this procurement. Please note that additional advance payments will not be available in subsequent grant years.

Proposed budgets should include allowable costs, and to assist applicants in their budget preparation, we are providing the following guidelines:

1. Personal Services Detail

This section should list all personnel proposed for the FE-ABD Program. This should include each individual’s title and region of the state where the individual will be employed, annual salary, number of hours worked in a standard work week, the percentage of effort funded through this grant, the number of months the position is to be funded during the grant year, and the total dollars proposed for grant support. Use the form in Attachment 11.

2. Non-Personal Services Detail

- a. This section should list all proposed non-personal services. As stated in the budget guidelines above, items such as equipment, utilities, travel, office supplies, printing, photocopying, postage, telephone, training, conferences, audit, insurance should be listed separately.
- b. Budgets may not include an overhead/indirect rate.
- c. Rent should be within fair market value.
- d. Items such as equipment, utilities, travel, office supplies, printing, photocopying, postage, telephone, training, conferences, audit, and insurance should be itemized and justified. Explain how the cost was calculated and how each item is essential to the operation of the FE-ABD Program. Non-personnel items that cannot be justified as integral to the operation of the FE-ABD Program will not be allowed.
- e. Central Agencies should list out their subcontractors and indicate each region they propose to serve (NYC, ROS, and Long Island). If an agency proposes to provide Statewide coverage then at least one subcontractor should be located in each region of the state. If the CA only proposes to serve one or two of the regions indicated in this RFA, then the maximum funding awards for each region will apply. Refer to Table 1: Funding and Distribution by Region (on page 31 of this RFA).

3. Contractual Services Detail for Subcontractor(s)

Include on Attachment 12 a total proposed budget amount for each proposed subcontractor following the budget guidelines described above. The proposal should target facilitated enrollment services either statewide or to specific regions of the state.

In the event that an awardee does not receive funding for one or more of the regions they propose to serve, specific costs identified for that region may be removed and the funding award amount will be reduced accordingly.

4. Budget Justification

Every line item listed on budget forms in Attachment 11 and 12 should be identified and explained in the budget justification. The line item written justification should explain how the cost was calculated and detail why it is essential to operating an FE-ABD Program.

B. Application Format

Applications **should not exceed sixteen (16) double-spaced pages**, (not including the cover sheet, program summary, workplan form, budget forms and justification, and attachments) **using a 12-pitch type font or larger with one-inch margins on all sides. Pages should be numbered consecutively, including all attachments.** The cover sheet, program summary, workplan, budget and budget justification, and all attachments are **not included** in the

sixteen page limitation. Please submit only requested information in attachments and do not add attachments that are not requested.

C. Review and Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH Division of Health Reform and Health Insurance Exchange Integration, Bureau of Child Health Plus Policy and Exchange Consumer Assistance. Any cost incurred in response to this RFA is the obligation of the applicant and not the responsibility of the SDOH.

Applications will be reviewed based on the criteria included in this RFA and each section of the application will be reviewed based on the criteria and scoring described below.

Criteria	Maximum Score (Points)
The application was received by the date and time posted on the cover sheet of this RFA.	Pass/Fail
1. Grant Application Cover Sheet	Not Scored
2. Program Summary	Not Scored
3. Service Area and Statement of Need	12
4. Applicant Organization	16
5. Program Strategy and Experience with Enrollment Entities	24
6. Training	10
7. Quality Assurance and Reporting	10
8. Workplan	8
9. Budget and Justification (Attachments 11 and 12)	20

All applications will be ranked by score from highest to lowest, regardless of the proposed region to be served. Funding will be awarded to the highest scoring proposals in order of highest to lowest ranking, working down the list until funding is exhausted. In the event that there are unallocated funds but the next lowest ranking proposal requests more funding than is available, then the highest ranking proposal that can be funded at a percentage deemed sufficient to effectively run the program. will be selected for funding. A minimum score of 65 must be earned in order to be eligible for an award.

In the event of a tie score, the applicant who scored the best on their Enrollment Strategy and Experience will receive the award. Subsequent awards will be made according to score until available funding is exhausted. SDOH reserves the right to award more than one grant per region or distribute the remaining funds to the other region depending upon which applicant has the next highest score.

SDOH reserves the right to revise all award amounts as necessary, based upon the availability of continued funding. SDOH will not fund activities that are duplicative of efforts funded through other grant programs or resources.

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/guide/MyWebHelp>.

VI. Attachments

Attachment 1:	Federal Health Insurance Portability and Accountability Act (HIPPA) Business Associate Agreement
Attachment 2:	Certification Regarding State and Federal Confidentiality Requirements for Central Agency
Attachment 3:	Certification Regarding State and Federal Confidentiality Requirements for Facilitated Enrollment Subcontractors
Attachment 4:	Letter of Interest Format
Attachment 5:	New York State Master Grant Contract
Attachment 6:	Vendor Responsibility Attestation
Attachment 7:	Application Coversheet
Attachment 8:	Application Checklist
Attachment 9:	Location and Site Schedule form
Attachment 10:	Workplan
Attachment 11:	Applicant Budget Form
Attachment 12:	Subcontractor Budget Form
Attachment 13:	MWBE Forms

ATTACHMENT 1

Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement

for CONTRACTOR that creates, receives, maintains or transmits individually identifiable health information on behalf of a New York State Department of Health HIPAA-Covered Program

- I. Definitions. For purposes of this Appendix H of this AGREEMENT:
 - A. “Business Associate” shall mean CONTRACTOR.
 - B. “Covered Program” shall mean the STATE.
 - C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and implementing regulations, including those at 45 CFR Parts 160 and 164.
- II. Obligations and Activities of Business Associate:
 - A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required By Law.
 - B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT and to comply with the security standards for the protection of electronic protected health information in 45 CFR Part 164, Subpart C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
 - C. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
 - 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
 - 4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 - 5. Contact procedures for Covered Program to ask questions or learn additional information.
 - D. Business Associate agrees, in accordance with 45 CFR § 164.502(e)(1)(ii), to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same

restrictions and conditions that apply to Business Associate with respect to such information.

- E. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
 - F. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
 - G. 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; and Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.
 - H. Business Associate agrees, to the extent the Business Associate is to carry out Covered Program's obligation under 45 CFR Part 164, Subpart E, to comply with the requirements of 45 CFR Part 164, Subpart E that apply to Covered Program in the performance of such obligation.
 - I. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- III. Permitted Uses and Disclosures by Business Associate
- A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.
 - B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
 - C. Business Associate may disclose Protected Health Information as Required By Law.
- IV. Term and Termination
- A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.

- B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if 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, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, 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.
- V. Violations
 - A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
 - B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.
- VI. Miscellaneous
 - A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.

- B. Amendment. Business Associate and Covered Program 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 HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H 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 Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

ATTACHMENT 2

CERTIFICATION REGARDING STATE & FEDERAL CONFIDENTIALITY REQUIREMENTS FOR CENTRAL AGENCY

The central agency (CA) is required to maintain the confidentiality of information obtained on the Access New York Health Care application, the Access NY Supplement A and information concerning the determination of eligibility for Medicaid, Family Health Plus, and/or Child Health Plus.

Such information may be shared by a CA agency, its subcontractors conducting facilitated enrollment, and the programs and agencies identified in the Access New York Health Care applications, provided that the applicant has given appropriate written authorization on the application and provided that the release is for the purposes of determining eligibility or evaluating the success of the program by the New York State Department of Health or its authorized representative. Such information shall not be disclosed by a CA or its subcontractors for any other purpose.

The CA agency agrees to maintain confidentiality of such information in accordance with New York State and federal laws and regulations including, 7 C.F.R. § 246.26, Social Security Act § 1902(a)(7), 42 C.F.R. § 431.300 et seq., N.Y. Social Services Law § 367, N.Y. Public Health Law Article 27-f and Public Officers Law Article 6-a. In addition, the FE agency agrees that there will be no further disclosure of Medicaid Confidential Data (MCD) without prior, written approval of the New York State Department of Health, Medicaid Confidentiality Data Review Committee (MCDRC). The CA agrees to require and ensure that any approved agreement, contract, or document contains a statement that the subcontractor or other party may not further disclose the MCD without the prior written approval of the New York State Department of Health, MCDRC.

By signing below, an authorized person of the CA certifies that he/she has read and understands the terms and requirements above.

Name of Central Agency:

Name of Authorized Person:

(Print Clearly)

Signature of Authorized Person:

Date: _____

ATTACHMENT 3

CERTIFICATION REGARDING STATE & FEDERAL CONFIDENTIALITY REQUIREMENTS FOR FACILITATED ENROLLMENT SUBCONTRACTORS

A facilitated enrollment (FE) subcontractor (“facilitator”) is required to maintain the confidentiality of information obtained on the Access New York Health Care application, the Access NY Supplement A and information concerning the determination of eligibility for Medicaid, Family Health Plus, and/or Child Health Plus.

Such information may be shared by a subcontractor facilitator, FE agency and the programs and agencies identified in the Access New York Health Care applications, provided that the applicant has given appropriate written authorization on the application and provided that the release is for the purposes of determining eligibility or evaluating the success of the program by the New York State Department of Health or its authorized representative. Such information shall not be disclosed by a facilitator for any other purpose.

The facilitator agrees to maintain confidentiality of such information in accordance with New York State and federal laws and regulations including, 7 C.F.R. § 246.26, Social Security Act § 1901(a)(7), 42 C.F.R. § 431.300 et. seq., N.Y. Social Services Law § 367, N.Y. Public Health Law Article 27-f and Public Officers Law Article 6-a.

By signing below, the facilitator certifies that he/she has read and understands the terms and requirements above.

Name of Subcontractor:

Name of Facilitator:

(Print Clearly)

Signature of Facilitator:

Date: _____

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address):	BUSINESS UNIT/DEPT. ID: CONTRACT NUMBER: CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME:	TRANSACTION TYPE: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME:
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: Federal Tax ID Number: DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: CONTRACTOR PAYMENT ADDRESS: <input type="checkbox"/> Check if same as primary mailing address CONTRACT MAILING ADDRESS: <input type="checkbox"/> Check if same as primary mailing address	CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit Charities Registration Number: Exemption Status/Code: <input type="checkbox"/> Sectarian Entity

Contract Number: # _____

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: _____ To: _____</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: _____ To: _____</p> <p>AMENDED TERM:</p> <p>From: _____ To: _____</p> <p>AMENDED PERIOD:</p> <p>From: _____ To: _____</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT:</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p style="margin-left: 40px;"> <input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other </p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
 (Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- ☐ Attachment A:

☐ A-1 Program Specific Terms and Conditions
☐ A-2 Federally Funded Grants
- ☐ Attachment B:

☐ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-1(A) Expenditure Based Budget (Amendment)
☐ B-2(A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Budget (Amendment)
- ☐ Attachment C: Work Plan
☐ Attachment D: Payment and Reporting Schedule
☐ Other:

Contract Number: # _____

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

CONTRACTOR:

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

Contract Number: # _____

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master 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, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

Contract Number: #_____

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by 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.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. 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 e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

M. Indemnification: 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 Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master 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 shall be considered to be 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 State Agency and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged 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 the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master 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.

Q. Secular Purpose: Services performed pursuant to the Master Contract 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.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) 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.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, 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.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

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and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, 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 Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

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include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 principle 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This 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.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), 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.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.
2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, 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 the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
- 2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
- 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
- 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
- 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. *Federal Funds:* For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must 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).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.
2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.
3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Master Contract shall be performed within the State of New York, the 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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State 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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor 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;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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.

K. 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.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ 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.

Q. 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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part A. Agency Specific Clauses

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, licensor, licensee, lessor, lessee or any other party):

A. 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).

B. Prohibition on Purchase of Tropical Hardwoods:

1. 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.

2. 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.

C. 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.

D. 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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

E. 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.

F. 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.

- G.** 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.

H. Administrative Rules and Audits:

1. 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:

a) 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".

b) For a nonprofit organization other than

(i) an institution of higher education,

(ii) a hospital, or

(iii) 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.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) 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.

2. 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 "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

I. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

J. 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.

K. 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 race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. 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

M. 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.

N. 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:

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

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

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

- a) **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
- b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. 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 any 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.

P. 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.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE (*monthly or quarterly*) voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the:

<< Insert Address >>

S. 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 Attachment 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.

T. 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.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), 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 Vendor/Grantee Name Here

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Part B. Program Specific Clauses

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

<< **OR** >>

Attachment A-1 Part B intentionally omitted.

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

To: _____

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary					
b) Fringe					
Subtotal					
2. Non Personal Services					
a) Contractual Services					
b) Travel					
c) Equipment					
d) Space/Property & Utilities					
e) Operating Expenses					
f) Other					
Subtotal					
TOTAL					

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
Subtotal					
FRINGE - TYPE/DESCRIPTION					
PERSONAL SERVICES TOTAL					

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

TRAVEL - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
1.	
2.	
3.	
TOTAL	

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

OTHER - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	

**ATTACHMENT C – WORK PLAN
SUMMARY**

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: _____

CONTRACT PERIOD: From: _____

 To: _____

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

**ATTACHMENT C – WORK PLAN
DETAIL**

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
1:		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
2:		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of _____ percent (___%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (___%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

Period: _____ Amount: _____ Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

☐ Quarterly Reimbursement
Due date _____

☐ Monthly Reimbursement
Due date _____

☐ Biannual Reimbursement
Due date _____

☐ Fee for Service Reimbursement
Due date _____

Contract Number: # _____

- ☐ Rate Based Reimbursement
Due date _____
- ☐ Fifth Quarter Reimbursement
Due date _____
- ☐ Milestone/Performance Reimbursement
Due date/Frequency _____
- ☐ Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- ☐ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

- ☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- ☐ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- ☐ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.

- ☐ Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE

ATTACHMENT 8

FACILITATED ENROLLMENT for the AGED, BLIND, and DISABLED (FE-ABD) PROGRAM APPLICATION CHECKLIST

The following is a checklist for the applicant to review and ensure that all information is provided.

(The Transmittal Letter and a copy of this Application Checklist are not required.)

- ☐ **Completed and Signed Grant Application Cover Sheet (Attachment 7)**
- ☐ **Program Summary**
- ☐ **Service Area and Statement of Need**
- ☐ **Applicant Organization**
- ☐ **Program Strategy and Experience with Enrollment Entities**
- ☐ **Identification of Proposed Locations and Schedules (Attachment 9)**
- ☐ **Training**
- ☐ **Quality Assurance and Reporting**
- ☐ **Readiness/ Workplan (Attachment 10)**
- ☐ **Central Agency Budget and Justification (Attachment 11)**
- ☐ **Subcontractor Budget and Justification (Attachment 12)**
- ☐ **Vendor Responsibility Attestation (Attachment 6)**

ATTACHMENT 13

GUIDE TO NEW YORK STATE DOH M/WBE RFP/RFA REQUIRED FORMS

All DOH procurements have a section entitled “**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE REQUIREMENTS.**” This section of procurement sets forth the established DOH goal for that particular procurement and also describes the forms that must be completed with their proposal or application. Below is a summary of the forms used in the DOH MWBE Participation Program by a grantee.

Form #1: Grantee MWBE Utilization Plan - This document must be completed by all grantees responding to RFAs with an MWBE goal greater than zero. The grantee must demonstrate how it plans to meet the stated MWBE goal. In completing this form, the grantee should describe the steps taken to establish communication with MWBE firms and identify current or future relationships with certified MWBE firms. The second page of the form should list the MWBE certified firms that the vendor plans to engage with on the project and the amount that each certified firm is projected to be paid. Plans to work with uncertified firms or women and minority owned firms do not meet the criteria for participation. If the plan is not submitted or is deemed deficient, the grantee may be sent a notice of deficiency. It is mandatory that all awards with goals have a utilization plan on file.

Form #2: MWBE Utilization Waiver Request - This document must be filled out by the grantee if the utilization plan (Form #1) indicates less than the stated participation goal for the procurement. In this instance, Form #2 must accompany Form #1 with the proposal. When completing Form #2, it is important that the grantee thoroughly document the steps that were taken to meet the goal and provide evidence in the form of attachments to the document. The required attachments are listed on Form #2 and will document the good-faith efforts taken to meet the desired goal. A grantee can also attach additional evidence outside of those referenced attachments. Without evidence of good-faith efforts, in the form of attachments or other documentation, the Department of Health may not approve the waiver and the grantee may be deemed non-responsive.

New MWBE firms are being certified daily and new MWBE firms may now be available to provide products or services that were historically unavailable. If Form #2 is found by DOH to be deficient, the grantee will be sent a deficiency letter asking for a revised form to be returned within 7 business days of receipt.

Any questions regarding completion of these forms can be sent to jae11@health.state.ny.us.

MWBE Form #1
New York State Department of Health
GRANTEE/CONTRACTOR MWBE UTILIZATION PLAN

Grantee/Contractor Name:	
Vendor ID:	Telephone No.
RFA/Contract Title:	RFA/Contract No.

Description of Plan to Meet MWBE Goals (Use pages 2-3 to provide specific M and W subcontractor information)

PROJECTED MWBE USAGE

	%	Amount
1. Total Dollar Value of Eligible Costs on Budget	100	\$
2. MBE Goal Applied to Eligible Costs		\$
3. WBE Goal Applied to Eligible Costs		\$
4. MWBE Combined Totals*		\$

*If less than the stated goal in RFA, Form #2 is required.

**GRANTEE/CONTRACTOR PROPOSED MWBE UTILIZATION PLAN
MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION**

In order to achieve the MBE Goals, grantee expects to subcontract with New York State certified MINORITY-OWNED entities as follows: (add additional pages as needed)

MBE Firm (Exactly as Registered)	Description of Work (Products/Services) [MBE]	Projected MBE Dollar Amount
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____

**GRANTEE/CONTRACTOR PROPOSED MWBE UTILIZATION PLAN
WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION**

In order to achieve the MBE Goals, grantee expects to subcontract with New York State certified WOMEN-OWNED entities as follows: (add additional pages as needed)

WBE Firm (Exactly as Registered)	Description of Work (Products/Services) [WBE]	Projected WBE Dollar Amount
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____
Name Address City, State, ZIP Employer I.D. Telephone Number () -		\$ _____

MWBE Form #2

MWBE UTILIZATION WAIVER REQUEST

Grantee/Contractor Name:	
Vendor ID:	Telephone No.
RFA/Contract Title:	RFA/Contract No.

Explanation why Grantee is unable to meet MWBE goals for this project:

Include attachments below to evidence good faith efforts:

- ☐ Attachment A. List of the general circulation, trade and MWBE-oriented publications and dates of publications soliciting for certified MWBE participation as a subcontractor/supplier and copies of such solicitation.
- ☐ Attachment B. List of the certified MWBEs appearing in the Empire State Development MWBE directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- ☐ Attachment C. Descriptions of the contract documents/plans/specifications made available to certified MWBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
- ☐ Attachment D. Description of the negotiations between the contractor and certified MWBEs for the purposes of complying with the MWBE goals of this contract.
- ☐ Attachment E. Identify dates of any pre-proposal, pre-award or other meetings attended by contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the contract.
- ☐ Attachment F. Other information deemed relevant to the request.

Section 4: Signature and Contact Information

By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote MWBE participation pursuant to the MWBE requirements set forth under the contract.

Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.

Submitted by: _____

Title: _____

(Signature) / (Date)