

RFA Number 0708140813

**New York State
Department of Health
*Office of Long Term Care***

Request for Applications

Long Term Care Quality Improvement Initiative

KEY DATES

RFA Release Date: March 5, 2008

Questions Due: March 19, 2008

Updates Posted: April 2, 2008

Applications Due:
**Applications will be accepted on a rolling basis
beginning April 11, 2008 through May 5, 2008.**

DOH Contact Name & Address:

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NYS Department of Health, Office of Long Term Care
Division of Residential Services
161 Delaware Avenue, Delmar, NY 12054

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I. Introduction

The Long Term Care Quality Improvement Initiative (LTCQII) is dedicated to improving the quality of the nursing home experience in New York State facilities. The LTCQII will support projects of long term care providers and others who will utilize grant monies, in addition to their own funds, to achieve sustainable improvements that will benefit nursing home residents. In accordance with federal guidelines and advice, funds awarded must be applied to the protection of the health or property of residents in nursing facilities that the state or the Centers for Medicare and Medicaid Services (CMS) finds deficient. We encourage applicants to look at creative ways to use these funds.

Projects must meet at least one of the following objectives of the LTCQII Program:

- Improve resident quality of life;
- Improve quality of care;
- Improve the use of data in decision making; and
- Improve cross-provider communication and information sharing.

LTCQII will award grants up to \$45,000 to approved applicants. Funds will support the implementation of projects with a defined endpoint and outcome. Funding is not intended to support primary research, clinical process development, or increases in staff compensation.

It is anticipated that approximately \$1,500,000 will be allocated to this initiative, with an estimated contract start date of July 1, 2008. Contracts will be a maximum of 18 months in length. Therefore, activities and an evaluation of their effect must be completed within that timeframe.

II. Who May Apply

All applicants must be currently licensed as a nursing home in New York State, and be certified as a Medicare/Medicaid provider;

OR if the applicant is not a nursing home, the applicant will have entered into a project that benefits nursing home residents in facilities certified as a Medicare/Medicaid nursing home provider in New York State (NYS).

Applicants may receive only one award; however, applicants are not precluded from participating in projects funded by awards to other applicants.

III. Project Narrative/ Work Plan Outcomes

Projects selected for funding will demonstrate sustainability in improvement of resident services and quality of care outcomes beyond the term of the grant contract. Projects will be resident centered, and address an issue that has been identified as an opportunity for significant improvement.

It is anticipated that quality improvement projects will result in a systemic change in the organizational structure, culture, or processes affecting NYS nursing home residents. All approved projects are expected to identify a need for the proposed improvement, supported by quantifiable information, and implement interventions that address the root cause of the issue. Improvements must be demonstrated within the duration of the grant contract, and must be measurable.

Projects or programs may fall into one or more of the following categories:

- Quality of Life: Improving Resident Experience;
- Improve Quality of Care
- Improving Staff Experience;
- Improve the use of Data in Decision Making.

Quality of Life: Improving Resident Experience

A skilled nursing facility is the resident's home. Providers should ensure that their organizational values, policies and procedures, staff training, and interactions with residents and their loved ones, all support a foundation of respect for the resident. Quality of Life projects will implement improvements that will enhance the resident's experience as a member of the long term care community. They will focus on improving the long term care culture to ensure a respectful, dignified experience for each and every resident.

Acceptable proposals may include, but not be limited to, the following:

- Integrate the “culture change” of resident-centered and resident-directed care. These projects can modify the culture to ensure that each resident's day is similar to what the individual experienced in his/her own home. Projects can improve resident choice and autonomy in daily decision making, and improve resident-caregiver interaction and communication;
- Enhance the role of resident and family councils. This involves education and training of both council participants and nursing home staff;
- Training for Ombudsman to improve interaction and communication with nursing home staff and others; and
- Enhance education and communication with residents, their loved ones, and the public. These could include booklets, videos, and other educational media. Resident, family, or staff educational programs may be considered viable projects, however, the development of an educational tool is only fundable if it is integral to implementation of the educational program.

Funding for structural improvements will only be approved if part of an overall change in program or process.

Projects need to demonstrate that the facility culture will be modified to improve the resident experience.

Improve Quality of Care

The Department continues to encourage the delivery of care in nursing homes that is demonstrated to produce the best resident outcomes. Quality of Care projects address improvements in the delivery and effectiveness of clinical care. Project proposals may address any dimension of clinical care in which the applicant has identified a significant opportunity for improvement. Projects designed to improve clinical outcomes may receive preference when DOH evaluates applications with the same or similar scores.

Examples of projects DOH will consider under the Quality of Care category include but are not limited to:

- Adoption and implementation of evidence-based clinical protocols to improve resident outcomes. Development of protocols will not be eligible for funding;
- Nursing home mentoring programs, in which a high-performing home provides technical assistance to another nursing facility in its local geographical area;
- Cross-provider training of nursing home, hospital, and other staff, within a local geographic area. These collaborative projects can better ensure that the same standard of care is applied to all participating providers, improve communication across providers, standardize data and information sharing protocols, and improve coordination of care in the community;
- Staff training to ensure that caregivers maintain knowledge and understanding of current standards of care, and retain competency in the delivery of care consistent with those standards; and
- Strengthening the effectiveness of the home's Quality Assurance program.

Applicants will demonstrate a need for improvement in the clinical area or process that is the subject of the project. They will also demonstrate a relevance of the project to the nursing home's resident population.

Improving Staff Experience

Providing care to nursing home residents is a noble, rewarding vocation that is critical to achieving the quality of life that all residents deserve. The organization's leadership can create a work environment that is attractive and rewarding to caregivers, supporting them to produce the best care and services on a daily basis.

Changing the organizational culture of the home cannot be successfully achieved without the participation of the dedicated staff that provide day-to-day services to our residents. Projects that Improve Staff Experience may include, but are not limited to the following:

- Training Certified Nurse Aides to be more involved in the care planning process;
- Training all direct care staff to ensure appropriate and effective communication;
- Changing staff assignments to strengthen the caregiver-resident relationship;
- Training staff on meeting the care needs of specialized populations; and
- Training supervisors to ensure successful implementation of team-based, resident-directed care models.

LTCQII funds may not be used for standard state approved CNA training programs, Paid Feeding Assistant training programs, or to increase staff's compensation, salary, or wages.

Improve the Use of Data in Decision Making

Nursing homes collect, report, and have access to a broad array of data. These data can be used to assist resident assessment, care planning, quality monitoring, and many other activities. Data use projects include activities that improve facility staff's understanding and use of data in planning, providing, and evaluating the effectiveness of services to residents. Examples of Data Use projects include but are not limited to:

- The implementation of specific tools. These can include assessment tools, risk-adjusted data systems, etc. Applicants will integrate these tools into the care delivery process to improve the facility's ability to identify residents at high risk of adverse outcomes, develop and implement care plans to address that risk, monitor the delivery and impact of services, and make changes where appropriate;
- Training of staff to effectively and appropriately use data in the Quality Improvement Process. These projects will educate staff on the principles of QIP, train them on using data reports in each step of the process, conducting both resident-specific, unit and facility population-based reviews, conducting Root Cause Analyses, and other activities.

Funding will not include upgrades to standard equipment found in the current daily practice of long term care.

Funding requests for a license for a specific application or data tool may be considered, as well as costs associated with training and/or infrastructure changes necessary for utilization of the tool, in conjunction with implementation of the data tool and may be deemed an appropriate project and receive full consideration for evaluation as long as the Evaluation Plan, the Sustainability, Justification and Impact Statements demonstrate that positive resident outcomes will be achieved and sustained.

LTCQII funds may not be used to subsidize any portion of a facility's required contributions related to RFA Number 0704271204, On-Time Quality Improvement for Long Term Care.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the NYS Department of Health, Office of Long Term Care, Division of Residential Services. The department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase:

All substantive questions must be submitted in writing to:

Cathy Fiato, LTCQII Coordinator
NYS Department of Health, Office of Long Term Care
Division of Residential Services
161 Delaware Avenue, Delmar, NY 12054
Email: kxf10@health.state.ny.us

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

Questions of a technical nature can be addressed in writing or via telephone by calling The Division of Residential Services at 518-408-1282. **Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.**

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

This RFA has been posted on the Department of Health's public website at: <http://www.nyhealth.gov/funding/>. Questions and answers, as well as any updates and/or modifications, will also be posted on the Department of Health's website. All such updates will be posted by the date identified on the cover sheet of this RFA.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions), please complete and submit a letter of interest (Attachment 1). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing update information. Submission of a letter of interest is not a requirement for submitting an application.

C. Applicant Conference

An Applicant Conference will **NOT** be held for this project.

D. How to file an application

Applications will be accepted on a rolling basis beginning April 11, 2008 through May 5, 2008 at 5:00pm.

Cathy Fiato, LTCQII Coordinator
NYS Department of Health, Office of Long Term Care
Division of Residential Services
161 Delaware Avenue
Delmar, NY 12054

Late applications will not be accepted *.

Applicants shall submit 1 original, signed application and 5 copies. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications WILL NOT be accepted via fax or e-mail.

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

E. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO:

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
6. Eliminate mandatory requirements unmet by all applicants.
7. If the Department of Health is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State.
8. The Department of Health reserves the right to award grants based on geographic or regional considerations to serve the best interests of the state.

F. Term of Contract

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

It is expected that contracts resulting from this RFA will have the following time period: 18 months maximum.

It is estimated that the start date of contracts will be July 1, 2008.

G. Payment & Reporting Requirements of Grant Awardees

1. The State (NYS Department of Health) may, at its discretion, make an advance payment to not for profit grant contractors in an amount not to exceed 10 percent of the project's total award.
2. The grant contractor will be required to submit *QUARTERLY* invoices and required reports of expenditures to the State's designated payment office:

NYS Department of Health, Office of Long Term Care
Division of Residential Services
LTCQII Coordinator
161 Delaware Avenue
Delmar, NY 12054

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

3. The grant contractor will be required to submit the following periodic reports:

Quarterly:

Workplan Progress Report
Project Evaluation Report
Project Impact Statement

All payment and reporting requirements will be detailed in Appendix C of the final grant contract.

H. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at (866) 370-4672 or (518) 408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants must also complete and submit the Vendor Responsibility Attestation (Attachment 3).

I. General Specifications

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

J. Appendices

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

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

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

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

NOTE: Do not include the Workers' Compensation and Disability Benefits forms with your application.

These documents will be requested as a part of the contracting process should you receive an award.

V. Completing the Application

A. Application Content

Only complete applications will be considered for review. A complete application will consist of the following, in the order indicated:

1. Application Cover Sheet (See Attachment 2):
The Cover Page summarizes the project title, project period, collaborative partners, total funds requested and regional coverage for the project. The cover page needs to include the following:
 - Applicant name, address, attach a current copy of operating certificate,
 - Project Director, name, title, phone, fax and email information,
 - Project title, project period, and total funding requested,
 - List affiliates, participants, and/or collaborative partners and specify project contacts for each,
 - Agreement to report data to DOH and dissemination of project information by DOH,
 - Indicate region represented, and
 - Applicant's and Project Director's original signatures.
2. Table of Contents
3. Applicant Organization:
 - A. Describe your agency, its mission and services.
 - B. Identify the Project Director who will be responsible for managing and implementing the project. The Project Director will serve as the main contact person. If the applicant is a nursing home, the Project Director should not be the facility administrator, but rather a staff member with clinical responsibilities. Disclose the Project Director's experience and knowledge levels and reasons for their selection.
 - C. Describe all project affiliates, participants and/or collaborative partners, and the role and responsibilities of each within the project.
4. Statement of Need:
 - A. Issue Identification.
 - B. Explain the problem, and identify the significant opportunity for improvement. Clearly describe the facility's goals that will be met in addressing the problem.
 - C. Include your Gap analysis.
 - D. In this section, the applicant will identify the resident outcomes to be improved, and the basis for determining the issue. Provide current baseline data related to the facility's proposed project. Use prevalence rates, if appropriate, to demonstrate areas in need of improvement and provide baseline data. Describe the facility's current system of care related to the

project, identifying communication, management, supervision, care delivery, processes, staff resident family and community involvement. Identify gaps in knowledge, training, communication, and implementation.

5. **Project Summary:**
Summarize your proposed project, including its goals, the intended outcomes, and scope of activities to achieve anticipated outcomes.
6. **Project Narrative:**
Describe the Project Workplan, including an approach to the issue. Describe what the project is going to do, and over what time frame, identifying tasks, benchmarks, and implementation and evaluation intervals. Explain how outcomes will be measured and monitored. Develop a timeline for project implementation.
7. **Evaluation Plan:**
Identify the measures by which the project will be evaluated for success. Include an evaluation plan for the entire project, indicating what will be evaluated, the methodology of evaluations, who will be responsible for collecting, analyzing and reporting evaluation data, and at what time intervals evaluations will be performed.
8. **Sustainability Statement:**
Describe the applicant's commitment that the proposed culture change or interventions will be sustained after funding ends. Demonstrate how the project's outcomes will result in a systemic change in the organization's structure, culture or processes beyond the term of the contract.
9. **Justification Statement:**
Explain how the proposed project, or intervention, will significantly improve the quality of life and/or quality of care for nursing home residents. Describe the resident-centered activities of the proposed project and illustrate the effect of the anticipated project outcomes to resident and/or staff experiences.
10. **Impact Statement:**
Discuss the project's importance to the field of Long Term Care. Identify project findings and/or outcomes that are anticipated to have a broad and significant impact on New York State Nursing Homes. Explain the project's significant and broad contribution to the improvement of resident and staff experiences, quality of care, and the use of data in decision making.
11. **Budget and Justification:**
Applicants will submit a budget for the program duration, for a maximum of 18 months. All costs must be related to the provision of LTCQII projects, as well as be consistent with the scope of services, reasonable and cost effective. Justification for each cost should be submitted in narrative form, not to

exceed 1 DOUBLE-spaced page. For all existing staff, the Budget Justification must delineate how the percentage of time devoted to this initiative has been determined. THIS FUNDING MAY ONLY BE USED TO EXPAND EXISTING ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RFA. THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING STAFF ACTIVITIES.

Applicants that apply as a consortium or are not a nursing home are responsible for paying all nursing homes and other sub-contractors that are participating in the project. Such applicants should ensure that their proposed budget recognizes all of the costs of tracking, accounting for and administering grant funds.

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

Ineligible budget items include: expenses covered by Medicaid/Medicare; purchases of major pieces of depreciable equipment (although limited computer/printing equipment may be considered) or remodeling or modification of structure; funds may not be used for standard state approved CNA training programs, Paid Feeding Assistant training programs, or to increase staff's compensation, salary, or wages.

Funding will not include upgrades to standard equipment found in the current daily practice of long term care.

Funding is limited to the implementation of improvement interventions, and is not intended to support primary research, clinical process development, or increases in staff compensation.

LTCQII funds may not be used to subsidize any portion of a facility's required contributions related to RFA Number 0704271204, On-Time Quality Improvement for Long Term Care.

B. Application Format

ALL APPLICATIONS SHOULD CONFORM TO THE FORMAT PRESCRIBED BELOW. POINTS WILL BE DEDUCTED FROM APPLICATIONS WHICH DEVIATE FROM THE PRESCRIBED FORMAT.

Applications should not exceed 16 double spaced typed pages, as indicated below, (not including the Application Coversheet, budget and attachments), using a normal font, with one inch margins all around.

<i>Application Coversheet</i>	<i>(Attachment 2)</i>
<i>Table of Contents</i>	<i>(1 page)</i>
<i>Applicant Organization</i>	<i>(2 pages or less)</i>
<i>Statement of Need</i>	<i>(3 pages or less)</i>
<i>Project Summary</i>	<i>(1 page or less)</i>
<i>Project Narrative</i>	<i>(4 pages or less)</i>
<i>Evaluation & Reporting Plan</i>	<i>(3 pages or less)</i>
<i>Sustainability Statement</i>	<i>(1 page or less)</i>
<i>Justification Statement</i>	<i>(1 page or less)</i>
<i>Budget and Justification</i>	<i>(use Budget Format)</i>

C. Review & Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH. Applications will be reviewed by a panel consisting of Division of Residential Services and other Department staff. Successful applications will move progressively through three phases of review, Initial Screening, Program Review, and Financial Review.

Each application will be assigned a numerical score based on review criteria. The maximum possible score for any application is 100 points. Applications failing to provide all response requirements or failing to follow the prescribed format may be removed from consideration or points may be deducted.

If the lead applicant is other than a nursing home, prior to award determination, the Centers for Medicare and Medicaid Services (CMS) will be afforded the opportunity to provide guidance to the Department to ensure that the project will focus on improving quality of care and service outcomes to specific nursing homes through the use of measurable data. It is expected that the applicant will demonstrate how these improvements will be sustained.

Generally, awards will be made from the highest to lowest scoring applicants until funds are exhausted, however, preference among applicants with the same or similar scores will be based on priority of need as determined by the Department and other factors including but not limited to geographic distribution.

Following the award of grants from this RFA, applicants may request a debriefing from the NYS DOH, Office of Long Term Care, Division of Residential Services, no later than three months from the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application.

Review Criteria

Initial Screening

Each application will be screened for the following and rated on a Pass/Fail basis. Each Pass/Fail criterion must be met for the application to be granted full Program and Financial Review.

- The application was received prior to the due date and time.
- The application contains all required components, completed in full:

- Application Coversheet
- Table of Contents
- Applicant Organization Information
- Statement of Need
- Project Summary
- Project Narrative
- Evaluation Plan
- Sustainability Statement
- Justification Statement
- Impact Statement
- Budget & Justification

Once an application passes all of the screening requirements, it will move into Program and Financial Review.

Each application will be given a numerical score based on the following Program Review and Financial Review criteria. Each criterion lists the maximum number of points possible. The highest score an application can receive is 100 points. Generally, awards will be made from the highest to lowest scoring applicants until funds are exhausted, however, preference among applicants with the same or similar scores may be based on priority of need as determined by the Department and other factors including but not limited to geographic distribution.

Program Review (criterion 1-9)

Financial Review (criterion 10)

1. The Project Summary is easily understandable and clearly outlines the proposed project. The scope of activities described is likely to result in the achievement of the project's goals and intended outcomes. If the application fails to meet both criteria, the review will end and the application will be denied. If the application meets both criteria, the review will progress to the scoring phase. **Pass/Fail**
2. Completeness and organization. The application includes all required information and discussions, is well organized, easily understood, and adheres to guidelines regarding format and section length. **5 points**
3. Project Director and Key Individuals have the knowledge, experience and commitment necessary to carry out the project successfully. **5 points**
4. Statement of Need clearly identifies an actual issue or problem, supported by relevant data. Gap analysis demonstrates areas with the potential for significant improvement. **10 points**
5. The Project Narrative contains a thorough Workplan that is relevant to the issue or problem, and comprehensively addresses gaps in knowledge, training, communication, and implementation as identified in the Gap Analysis. **20 points**
6. The Evaluation Plan demonstrates that the project's internal evaluation design meets RFA requirements, is appropriate to the proposed culture change or intervention and is likely to produce valid and reliable findings. **15 points**
7. The Sustainability Statement describes how the application demonstrates a commitment that the proposed culture change or interventions will be sustained after funding ends. **10 points**
8. The Justification Statement makes the case that the proposed project or intervention will significantly improve the quality of life and/or quality of care for nursing home residents. **10 points**
9. The Impact Statement demonstrates that the project is important to the field, i.e., findings from the project will have a significant and broad impact on New York State nursing homes and will constitute a significant and broad contribution to the improvement of resident and staff experiences, quality of care, and the use of data in decision making. **15 points**
10. The Budget is reasonable and adequate to cover project costs. **10 points**

VI. Attachments

Attachment 1: Letter of Interest Format

Attachment 2: Application Coversheet

Attachment 3: Vendor Responsibility Attestation

Attachment 4: New York State Department of Health Regional Map

Attachment 5: Standard Grant Contract with Appendices

Sample

Letter of Interest

or

Letter to Receive Notification of RFA Updates and Modifications

DOH Contact

DOH Address

Re: RFA #

RFA Title

Dear _____:

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

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

E-mail address: _____

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

Sincerely,

New York State Department of Health
Long Term Care Quality Improvement Initiative
Application Coversheet

Applicant Name _____

Applicant Address _____

Project Title _____

Project Proposed Start Date ____/____ (mm/yy) Proposed End Date ____/____ (mm/yy)

Total Funding Requested \$ _____

Applicant is (check one):

_____ Nursing home: Attach the following:

Proof of current licensure as a nursing home in New York State, and
Medicare/Medicaid provider certification.

_____ Non-nursing home organization: Attach the following:

The name(s) of all affiliates, participants, and/or collaborative partners. Specify
project contacts for each, including: Name, Title, Phone, Fax, and email.

Project Director Name _____

Title _____

Phone _____

Fax _____

Email _____

Applicant agrees to report all data to DOH via quarterly and final reports ___Yes ___No

Applicant consents to dissemination of reported data by DOH. ___Yes ___No

Indicate the Region represented in your application. For collaborative projects, select the region where the majority of project partners are located. Select only one. (See Regional Map, Attachment 5)

____Capital District Region

____Metropolitan Area Region-New York City

____Western Region-Buffalo

____Metropolitan Area Region-New Rochelle

____Western Region-Rochester

____Metropolitan Area Region-Long Island

____Central New York Region-Syracuse

Applicant's Original Signature

Date

Project Director's Original Signature

Date

Vendor Responsibility Attestation

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

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.

- A hard copy Vendor Responsibility Questionnaire is included with this application and is dated within the last six months.

- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

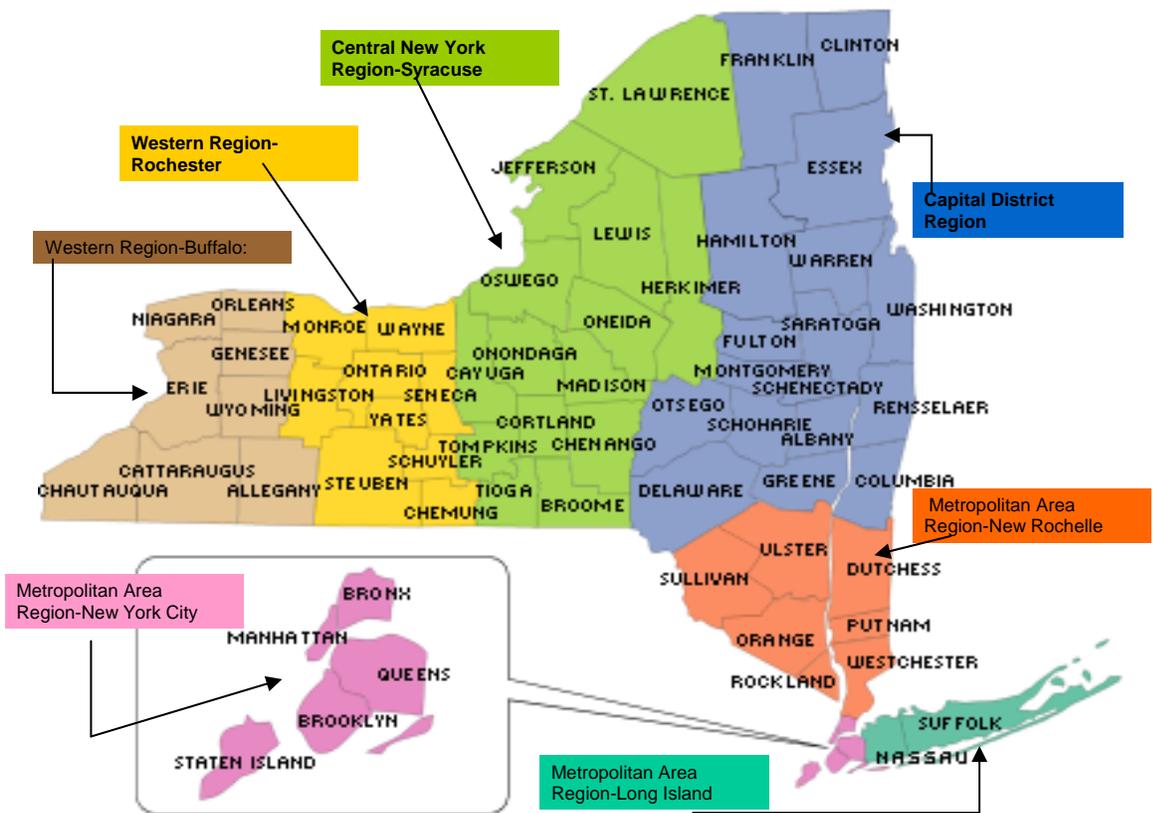
Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

New York State Department of Health Regional Map



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GRANT CONTRACT

STATE AGENCY(Name and Address):

New York State Department of Health
 Division of Residential Services
 161 Delaware Avenue
 Delmar, NY 12054

NYS COMPTROLLERS NUMBER:

ORIGINATING AGENCY CODE: 12000

CONTRACTOR (Name and Address):

TYPE OF PROGRAM(S):

FEDERAL TAX ID NUMBER:

INITIAL CONTRACT PERIOD:

FROM
TO

MUNICIPALITY NUMBER (If Applicable):

FUNDING AMT. FOR INITIAL PERIOD:

\$

CHARITIES REGISTRATION NUMBER:

or () EXEMPT

(If EXEMPT, indicate basis for exemption):

MULTI-YEAR TERM(If Applicable):

FROM
TO

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

SINGLE TERM CONTRACT

A Non-For-Profit Organization Is Is Not

THE CONTRACTOR Is Is Not
 A Sectarian Entity

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

OTHER APPENDICES

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

Business Associate Agreement

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

CONTRACT NUMBER:

CONTRACTOR:

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

New York State Department of Health

By: _____

Mark Kissinger

Printed Name

Title: _____ Deputy Commissioner-OLTC

Date: _____

STATE AGENCY CLARIFICATION:

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

STATE OF NEW YORK

SS
:

County
Of: _____

On the _____ day of _____ in the year _____, before me, the undersigned, personally appeared

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

(Signature and office of the individual taking acknowledgement)

**ATTORNEY GENERAL'S
SIGNATURE**

**STATE COMPTROLLER'S
SIGNATURE**

Title

Title

Date

Date

c. AGREEMENT

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

WITNESSETH:

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

WHEREAS, the CONTRACTOR is ready, willing and able to provide such qualified program services and possesses or can make available all necessary

personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

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

I. Conditions of Agreement

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

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

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

II. Payment and Reporting

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

III. Terminations

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

IV. Indemnification

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

V. Property

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

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

Insert APPENDIX A

APPENDIX A-1

APPENDIX B
B U D G E T

Organization Name: _____

Budget Period: Commencing On: _____ Ending On: _____

Number	Title	Annual Salary	Time Devoted To This Project	Total From	Amt. Bdgtd.

Total Salary: _____

Fringe Benefit (Special rate): _____

TOTAL PERSONAL SERVICE _____

<u>Other Than Personal Service</u>	<u>Amount</u>
------------------------------------	---------------

Category	
Supplies	
Travel	
Telephone	
Postage	
Photocopy	
Other Contractual Services (specify)	
Equipment	

TOTAL OTHER THAN PERSONAL _____

GRAND TOTAL

APPENDIX C

D. PAYMENT AND REPORTING SCHEDULE

I. I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 25 percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

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

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

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

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

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

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS

not be appropriated or budgeted by the STATE for the purpose herein

specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.
- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix, below. In addition, a final report must be submitted by the CONTRACTOR no later than 30 days after the end date of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the **New York State Department of Health, Division of Residential Services, 161 Delaware Avenue, Delmar, NY 12054.**

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

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

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

II. Progress and Final Reports

Organization

Name: _____

Budget

Period: _____

Report

Type:

A. Narrative/Qualitative Report

_____ will submit, on a quarterly basis, not later than 30 days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how the _____ has progressed towards attaining the _____ qualitative goals enumerated in the Program Workplan (Appendix D). (Note: This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.)

B. Statistical/Quantitative Report

_____ will submit, on a quarterly basis, not later than 30 days from the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan, as appropriate; (e.g., Number of meals served, clients transported, patient/clients Encounters, procedures performed, training sessions conducted, etc.).

C. Expenditure Report

_____ will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being Claimed, a detailed expenditure report, by object of expense. This Report will accompany the voucher submitted for such period.

D. Final Report

_____ will submit a final report, as required by the Contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set

forth in
the program Workplan.

APPENDIX D

E. PROGRAM WORKPLAN

(sample format)

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

I. CORPORATE INFORMATION

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

II. SUMMARY STATEMENT

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

III. PROGRAM GOALS

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

IV. SPECIFIC DELIVERABLES

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

Language contained in Appendix C of the contract states that the contractor is not eligible for payment "unless proof of performance of required services or accomplishments is provided." The work plan as a whole should be structured around this concept to ensure that the Department does not pay for services that have not been rendered.

APPENDIX X

Agency Code 12000 _____

Contract No. _____
Period _____
Funding Amt. Per Period _____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through _____, having its principal office at _____, (hereinafter referred to as the STATE), and _____, (hereinafter referred to as the CONTRACTOR), for modification of Contract Number _____ as amended in attached Appendix(ices)

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

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

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURE

By: _____

Printed Name

By: _____
Mark Kissinger
Printed Name

Title: _____
Date: _____

Title: Deputy Commissioner-
OLTC
Date: _____

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

STATE OF NEW YORK
SS:

County Of: _____

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

(Signature and office of the individual taking acknowledgement)

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

APPENDIX A-2

Specific Clauses for Grants

To amend Section V of the State of New York Agreement:

“Any equipment, furniture, supplies or other property purchased pursuant to this agreement is deemed to be property of the grantee.”

APPENDIX E-1

Workers' Compensation Information

If personal services are part of the contract, the Contractor needs to supply Workers' Compensation Information on coverage in order for Contract to be processed.

Acceptable Workers' Compensation forms that may be submitted:

- ◆ ***WC/DB-100 (07/04) Affidavit for New York Entities and Any Out-of-State Entities With No Employees That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is not Required. (This form replaces C-105.21).***
- ◆ ***C-105.2 - Certificate of Worker's Compensation Insurance (business' insurance carrier will send this form to government entity upon business' request)***
PLEASE NOTE: The State Insurance Fund provides its own version of this form,
the U-26.3, OR
- ◆ ***SI-12 - Certificate of Worker's Compensation Self-Insurance.***
- ◆ ***GSI-105.2 - Certificate of Group Worker's Compensation Self-Insurance or Letters on the Group Self-Insurance Plan's Letterhead for members of a Group Self-Insurer.***

PLEASE NOTE: ACORD forms are NOT acceptable proof of Worker's Compensation.

IF YOU HAVE QUESTIONS CONCERNING THIS, PLEASE CONTACT:

***Steve Carbone
Workers' Compensation Board
(518) 486-6307***

APPENDIX E-2

Disability Information

If personal services are part of the contract, the Contractor needs to supply Disability Information on coverage in order for Contract to be processed.

Acceptable Disability Benefit forms that may be submitted:

- ◆ *WC/DB 100 - (07/04) - Affidavit for New York Entities and Any Out-of-State Entities With No Employees that New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required. (This form replaces C-105.21).*
- ◆ *DB-120.1 - Certificate of Disability Benefits Insurance (the business' insurance carrier will send this form to the government entity upon the business' request) **OR***
- ◆ *DB-155 - Certificate of Disability Benefits Self-Insurance*

PLEASE NOTE: ACORD forms are NOT acceptable proof of Disability Benefits Coverage.

IF YOU HAVE QUESTIONS CONCERNING THIS, PLEASE CONTACT:

*Steve Carbone
Workers' Compensation Board
(518) 486-6307*

APPENDIX H

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

I. Definitions:

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

II. Obligations and Activities of the Business Associate:

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

a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.

- (h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

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

(b) Specific Use and Disclosure Provisions:

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

from other sources.

- (3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR '164.502(j)(1).

IV. Obligations of Covered Program

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

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

V. Permissible Requests by Covered Program

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

VI. Term and Termination

- (a) *Term.* The Term of this Agreement shall be effective during the dates noted on page one of this agreement, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in The Agreement.
- (b) *Termination for Cause.* Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.

(c) *Effect of Termination.*

- (1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
- (2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. Violations

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

Miscellaneous

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

- (f) HIV/AIDS. If HIV/AIDS information is to be disclosed under this agreement, the business associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

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