

RFA Number 0912031110

New York State Department of Health

Office of Long Term Care

Request for Applications

Enhancing Abilities and Life Experience Program (EnAbLE)

RFA Release Date: March 5, 2010

Questions Due: March 26, 2010

RFA Questions and answers Posted: April 9, 2010

Applications Due: May 4, 2010

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I. Introduction

The Office of Long Term Care (OLTC) is responsible for the certification, licensure and regulation of three types of adult care facilities: adult homes (AHs), enriched housing programs (EHPs), and residences for adults (RAs) in New York.

First authorized in 2004, the Enhancing Abilities and Life Experience (EnAbLE) program, was established to provide funds for facilities to develop innovative methods to improve residents' quality of life and independence. Due to experience with previous rounds more targeted criteria for the RFA has been developed regarding the services and programs for residents of adult care facilities.

Through this RFA, the Department is soliciting applications from AHs, EHPs and RAs to distribute funds to improve quality of life and independence for their residents. Up to \$4,100,000 in grants will be awarded to successful applicants under this RFA. Awards are for two-year projects and are capped at \$300,000 per project, with an anticipated start date of June 1, 2010, and only upon approval by the New York State Comptroller. The start date is subject to change.

II. Who May Apply

Minimum Eligibility Requirements

Applicants must be currently licensed by the Department of Health as an AH, EHP or RA certified under Section 461 of the Social Services Law.

Applicants may subcontract with organizations that are not AHs, EHPs or RAs and share project funds with them, but the grant applicant must be the AH, EHP or RA.

AHs, EHPs, or RAs with current EnAbLE contracts are not eligible to apply.

An applicant to an enforcement action involving an endangerment, between January 1, 2009 and the date awards are announced is disqualified from receiving an award under this RFA.

Preferred Eligibility Requirements

Preference will be given to applicants with 40 or fewer certified beds. In addition applicants will be given preference depending on the percentage of residents receiving SSI or Safety Net payments.

III. Project Narrative/ Work Plan Outcomes

The EnAbLE program is seeking applications to offer a variety of programs or services that will improve residents' quality of life, and empower them to become healthier, more independent and more integrated into their community. The program is intended to fund projects which could be replicated in other adult care facilities. Projects may include programs such as wellness and nutrition programs, independent living skills training, increased opportunities to participate in community events, and/or developing physical activity programs. Awardees will be expected to participate in a program evaluation conducted by the Department.

The population of residents in New York's 482 adult care facilities is diverse. It ranges from elderly residents in their late 80s to younger adults with cognitive and mental health

disabilities. The goals for improving independence and quality of life are equally diverse. Elderly persons may view independence as improving their ability to perform activities of daily living, such as bathing, dressing and grooming without human assistance, or improving their physical strength and range of motion to minimize the chance of falls and injuries. An individual with a cognitive and mental health disability may view improving quality of life and independence as having opportunities to learn or improve on skills such as meal planning and cooking, shopping, managing medications or participating in events or activities in the community. Applicants may propose projects that address these or other areas with the goal of improving residents' independence and quality of life. Projects should also consider ways to improve residents' health and well-being through programs to reduce tobacco use, support regular recommended health screenings such as dental care and cancer screening, increase physical activity options, reduce falls and better manage chronic diseases such as diabetes and heart disease. Examples of funded grant activities and other suggestions may be found in Attachment 13..

Funded facilities are required to submit quarterly reports which will describe their progress as compared to the baseline in the proposal. A self evaluation at the end of the program will also be required to measure the success of the project. (Attachment 12)

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the NYS Department of Health, Division of Long Term Care Resources, Bureau of Long Term Care Operations. 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:

Julia MacDonald
New York State Department of Health
Division of Long Term Care Resources
Bureau of Long Term Care Operations
99 Washington Ave, Suite 826
Albany, New York 12210
Fax: 518-474-1428
[e-mail: enable@health.state.ny.us](mailto:enable@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 to enable@health.state.ny.us.
Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.

Prospective applicants should note that all 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.health.state.ny.us/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.

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

C. Applicant Conference

An applicant conference *will not* be held for this project.

D. How to file an application

Applications must be received at the following address by the date and time posted on the cover page of this RFA. Late applications will not be accepted. It is the applicant's responsibility to see that applications are delivered to the address below 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.

**Julia MacDonald
New York State Department of Health
Bureau of Long Term Care Operations
99 Washington Ave, Suite 826
Albany, New York 12210
Attn: EnAbLE RFA # 0912031110**

Applicants shall submit one (1) original, signed application and five (5) copies. In addition, we encourage applicants to submit an additional copy of the RFA as a .pdf document on a CD-Rom or DVD. While this is not a requirement, such a submission may assist the Department in reviewing applications more quickly.

Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document and the name of the applicant. Applications WILL NOT be accepted via fax or e-mail.

E. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.

6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with the selected applicant.
13. Utilize any and all ideas submitted with the applications received.
14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.
15. Waive or modify minor irregularities in applications received after prior notification to the applicant.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.
17. Negotiate with successful applicants within the scope of the RFA in the best interests of the State.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. Award grants based on geographic or regional considerations to serve the best interests of the state.

F. Term of Contract

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

It is expected that contracts resulting from this RFA will have a two year performance period with an anticipated start date of June 1, 2010. Funding for periods after March 31, 2010, however, is subject to the appropriation of funds in the SFY 2010-2011 New York State Budget.

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 25 percent of the award.
2. The grant contractor will be required to submit QUARTERLY invoices and required reports of expenditures to the State's designated payment office:

New York State Department of Health
Division of Long Term Care Resources
Bureau of Long Term Care Operations
Attn: Julia MacDonald

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

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

3. In addition, the grant contractor will be required to submit the following periodic reports:
 - A. Narrative/Qualitative Report:

Grantee will submit, on a quarterly basis, not later than 30 days after the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how the grantee has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D and Attachment 5 to this RFA).(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:

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

C. Expenditure Report:

Grantee 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:

Grantee will submit a final report and a self-evaluation form (Attachment 13) 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, no later than 30 days after the end date of the contract. **Please be informed that submission of the required reports and final evaluation are a condition for payment of any vouchers submitted.**

Awardees will also be expected to participate in a program evaluation conducted by the Department.

H. Vendor Responsibility Questionnaire. Each applicant must complete and submit the Vendor Responsibility Questionnaire (VRQ).

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Applicants are invited to file the required VRQ 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. Applicants opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants should also complete and submit the Vendor Responsibility Attestation (Attachment 4).

I. General Specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the

performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
 - a. The services to be performed by the applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b. In the event that the applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the applicant.
 - c. If, in the 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
- APPENDIX B - Budget

- APPENDIX C - Payment and Reporting Schedule
- APPENDIX D - Workplan
- APPENDIX G - Notifications
- APPENDIX H - Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement

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

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

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:
- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

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

V. Completing the Application

A. Application Content

TECHNICAL COMPONENT. The following documentation shall be enclosed in a sealed envelope and shall state on the front:

“Technical Component”

Enhancing Abilities and Life Experience Program (EnAbLE)/# 0912031110

Applicant name

1. **Cover Sheet** (Attachment 1). Do not leave any questions blank. Do not alter it in any way. You may retype it as long as it is a reasonable facsimile and contains all requested information. You must include two years of expenditures and revenue on the second page of Attachment 1 (unless you have been in operation for less than two years) or your application will be disqualified. Be sure to sign the form in ink. Please attach a photocopy of your operating certificate to this application. Do not send the original operating certificate.
2. **Table of Contents** (Attachment 2). The table of contents must be completed by inserting all page numbers, and must be submitted with your application. If you fail to complete and submit the Table of Contents, your application will be disqualified. This information should be identical to the information submitted for the RFA.
3. **Program Summary.** Do not exceed 20 printed pages. Material in excess of 20 pages will not be considered in the scoring process.

a) Program Description. Briefly describe the facility's characteristics in terms of size, location, clientele and mission.

b) Statement of Need. Facilities should include information about the status and needs of residents and how the proposal will impact them, with methods for evaluation and measurement of improvement described. Broad generalizations will not be interpreted in favor of the applicant. Be as specific as possible. Describe in detail the following:

- The unmet need or problem that your project addresses;
- The criteria you used to identify this unmet need or problem;
- The number of residents that will be included in the project, and how this number was determined;
- How your project addresses this unmet need or problem;
- The expected resident outcomes and how these will be measured and documented; and
- How the expected resident outcomes will improve quality of life and independence for residents.

c) Applicant Organization. For the purpose of awarding preference points, provide information on the following as of December 31, 2008. This information should be the same information reported on the 2008 ACF Annual Statistical Report:

- number of certified beds;
- number of residents (census);
- number of residents receiving Supplemental Security Income (SSI) and/or Safety Net payments; and
- percentage of census receiving SSI and/or Safety Net payments.

d) Project Organization and Management.

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 should be included in the section which addresses specific deliverables. List, in an abbreviated format (i.e., bullets), the activities to be accomplished under the contract.

Describe how the project will be organized and managed in order to ensure successful and timely completion, within budgetary limits. Be specific as possible. Broad generalizations will not be interpreted in favor of the applicant. Please describe in detail the following:

- Project objectives which should be clear and concrete;
- Proposed activities for each objective and how they will be implemented;
- How you will measure or determine if the objectives have been achieved; and
- How you will evaluate the success of the program.

e) Workplan.

Use Attachment 5. List the tasks that must be completed to plan, implement and evaluate your two year project. Provide detail as described in the instructions for the workplan in Part IV on Attachment 5a. Each task will have a specific start and end date and will include specific individuals and organizations that are responsible for the task. Identify the person with day-to-day responsibility for the project. Provide an organizational chart identifying the current staff structure and where in the organization the responsibility for the ENABLE project would lie.

In preparing your workplan, please keep in mind that the Department requires each grantee to submit an evaluation at the end of the project. The format for the evaluation is contained in Attachment 13. Please consider the information that will be required in the evaluation when constructing your workplan.

State if subcontractors will be used. If subcontracts will be used, please describe the work to be subcontracted, the contractor or type of contractor sought and the percentage of grant funds to be spent on the sub-contract. State whether the subcontractor is a related party or affiliate. **Do NOT include the dollar amount of the subcontractor's proposal.**

4. Agreement of Resident Council (for facilities that have a Resident Council). Use Attachment 6. If the applicant is an AH, RA or EHP that has a Resident Council, applications must include the Resident Council Support which documents that the Resident Council supports the project proposed by the operator. The Agreement must be signed by the President of the Resident Council and the Operator.

Resident Petition in Support (for facilities that do not have Resident Council). Use Attachment 7. If the applicant does not have a Resident Council, the applicant shall demonstrate that residents support the project by completing and submitting the Resident Petition in Support.

Applications that include neither Resident Council Support nor a Resident Petition in Support will be rejected without review.

FINANCIAL COMPONENT. The following documentation shall be enclosed in a sealed envelope and shall state on the front:

“Financial Component”

Enhancing Abilities and Life Experience Program (EnAbLE)/# 0912031110

Applicant Name

4. **Budget Narrative.** Use Attachment 8. Applicants should submit a 24 month budget assuming a June 1, 2010 start date. Explain and justify each line item in the budget/cost sheet. For any current staff whose compensation will be charged to the project, explain how the percentage of time allocated to the project was determined. All costs must be related to this EnAbLE grant project, as well as be reasonable and cost effective. 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.**

5. **Budget/Cost Sheet.** Use Attachment 10. Funding is available up to \$300,000 to be spent over two years. Applications with budgets that exceed \$300,000 will be eliminated from scoring and will not be reviewed. Budgets may include costs for project staff, equipment, supplies, travel, consultants and other non-personnel services costs. The budget should include only the necessary and reasonable costs needed to carry out the work plan. Applications that do not include such budget will be eliminated and are not eligible to be funded. Budget calculations should be checked for accuracy.

6. **Preference Points.** There are up to 25 preference points available for applicants.
 - a) For those applicants serving SSI/Safety Net populations, a maximum of 10 preference points is available, based on the % of residents in the facility on the 2008 facility census receiving these benefits. Points will be awarded as follows to facilities that provide complete and accurate census information as requested by § V.A.3(c), Applicant Organization, of this RFA:

Number of Points	Percentage Eligible Occupancy_
1	1-10%
2	11-20%
3	21-30%
4	31-40%
5	41-50%
6	51-60%
7	61-70%
8	71-80%
9	81-90%
10	91-100%

- b) For those applicants with 40 or fewer certified beds 15 preference points will be awarded.

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 20 single-spaced typed pages for the information required by item #2 below. The cover page, budget and attachments are not included in the 20 page limit. The application should be typewritten, using a 12 point font, with one-inch margins. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

Weighted Score Values:

1.	Cover Sheet (Att. 1)	pass/fail
2.	Program summary (20 pages or less) a. Program description b. Statement of need c. Applicant organization d. Project organization & management e. Work plan	maximum score: 50 points
3.	Resident Council support (Att. 6) OR resident petition in support (Att. 7)	pass/fail
4.	Bid form and budget cost sheet (Att 9 and Att 10)	maximum score: 25 points
5.	Preference points a. SSI or Safety Net b. 40 beds or fewer	maximum score: 25 points maximum score: 10 points 15 points

C. Review & Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the New York State Department of Health Office of Long Term Care and staff from other state agencies. In the event of a tie, the award will go to the applicant requesting the least funding.

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

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

The review, scoring and selection process for all applications submitted in response to this RFA is as follows.

1) **Elimination of Applications without Review**

Department of Health staff will screen all applications submitted by the due date and time and eliminate from further consideration those applications that:

- Are received after the submission deadline.
- Are received via fax or email.
- Are **not** typed.
- Are submitted by an applicant that is **not** an adult home, residence for adults or enriched housing program
- Are submitted by an applicant that is party to an **enforcement** action between January 1, 2009 and the time contracts are awarded.
- Requests funding **in excess** of \$300,000 .
- Do **not** include two years of financial information as requested on page 2 of the Cover Sheet.
- Do **not** include either a Resident Council Support (Attachment 6) signed by the Resident Council President and the Operator or a Resident Petition of Support (Attachment 7).
- Do **not** complete, sign and submit without alterations (other than those specified in this RFA) the required Cover Sheet
- Do not include separate sealed envelopes or packages for the Budget Narrative, Bid Form and Budget/Cost Sheet (Att 8, 9 and 10) and the Technical Proposal.
- Do not include the Bid Form (Attachment 9) and Budget/Cost Sheet (Attachment 10).

2) Scoring Criteria

Evaluation of applications will be based on the following technical and financial criteria.

Technical Criterion – 50 points

Up to \$4.1 million is available for the EnAbLE program. The maximum single award is \$300,000 per application. All applications eligible to be funded (i.e., those not eliminated for the reasons stated above) will be assigned to the appropriate DOH region (listed below) and the highest scoring application in each region will be funded. After the regional awards have been determined, the remaining applications will be rank ordered by score without regard to region.

DOH REGIONS

Capital District	Central New York Regional Office	Metropolitan Regional Office	Western Regional Office
Albany	Broome	Bronx	Alleghany
Clinton	Cayuga	Dutchess	Cattaraugus
Columbia	Chenango	Kings	Chautauqua
Delaware	Cortland	Nassau	Chemung
Essex	Herkimer	New York	Erie
Franklin	Jefferson	Orange	Genesee
Fulton	Lewis	Putnam	Livingston
Greene	Madison	Queens	Monroe
Hamilton	Oneida	Richmond	Niagara
Montgomery	Onondaga	Rockland	Ontario
Otsego	Oswego	Suffolk	Orleans
Rensselaer	St. Lawrence	Sullivan	Schuyler
Saratoga	Tioga	Ulster	Seneca
Schenectady	Tompkins	Westchester	Steuben
Schoharie			Wayne
Warren			Wyoming
Washington			Yates

For each application, the scores on each of the technical requirements will be averaged across reviewers, and the average technical scores will be summed for each application. Applications will be scored on the technical criteria described in the RFA, as follows:

- a) Description of the unmet need or problem that the project addresses and how the project addresses the unmet need or problem. (up to 15 points)
- b) The number of residents that will be affected by this project and documentation of the affect. (up to 10 points)
- c) The expected outcomes, how they will improve the quality of life and independence of residents and how they will be measured. (up to 15 points)
- d) How the project will be organized and managed in order to ensure successful and timely completion, within budgetary limits. (up to 10 points)

Weighted Technical Score

The total technical score for each application will be the weighted technical score. The weighted score is calculated according to the following formula.

$$\text{Technical score} = (a/b)*c$$

Where a = raw technical score for the application being scored and b = highest raw technical score among all applications and c = 50, the highest possible raw technical score.

Example: If the highest raw technical score is 45, and the raw technical score of the application being scored is 40, the Weighted Technical Score for that application is 44.44[(40/45)*50]. The Weighted Technical Score of an application with a raw score of 50 is 50, since it has the highest score among all applications. If any application receives a raw score of 50, no applications will receive a weighted technical score.

Applicants scoring less than 20 points in the weighted technical criteria are not eligible to receive funding and will not be further reviewed.

Financial Criterion - 25 points

Bid Price Per Resident Served

The financial criteria review committee will then open the sealed envelopes/boxes for applications. Applications that do not include a completed Budget Narrative and Budget Form and/or whose total bid costs exceed \$300,000 will be eliminated without further review.

A. As the financial criterion is computed with a formula, there will be no variation between reviewers on the number of points given for this criterion. The cost used will be the bid price of “cost per resident” served calculated on the Budget Narrative and Budget Form.

Cost per resident served by this project will be calculated as the bid price divided by the number of residents in the residence to be benefited. (See Attachment 8, Budget Narrative)

B. The Bid Price Score will be calculated according to the following formula using the cost per resident as calculated in Paragraph A. The results of the calculation shall be extended to at least two decimal places.

$$\text{Bid Price Score} = (a/b)*c$$

Where a = the application with the lowest cost per resident served, and b = the cost per resident served of the application being reviewed, and c = 25, the maximum number of points available for the Bid Price Score).

Example: If the lowest cost per resident is \$1,000 (\$40,000 application serving 40 residents), and the cost per resident of the application being scored is \$1,250, the Bid Price Score for that application is $20[(\$1,000/\$1,250)= 0.8*25 =20]$. The Bid Price Score of an application with a cost of \$1,000 is 25, since it has the lowest price among all applications.

Preference Points – 25 Points

- a.) Up to 10 points may be given for applications providing complete and accurate information on number of certified beds, number of residents, number and percentage of residents receiving Supplemental Security Income (SSI) and or/Safety Net payments.
- b.) Fifteen points will be given if the facility has 40 certified beds or fewer.

3) Final Score

The weighted technical score and the weighted financial score(s) for each application will be added together. Preference points will be added to the score to achieve final ranking. The highest scoring acceptable applications in each region will be awarded funding. The remaining applications will be rank ordered by score without regard to region. That is, all remaining applications will compete with each other regardless of region. Funding will be awarded beginning with the highest scoring application and continuing through the rank order list in descending order until all available funds have been awarded.

If, after the maximum number of applications that can be fully funded have been selected, there are remaining grant funds, at the Department's discretion, the remaining funds may be offered to the next highest ranking applicant. The applicant will have the opportunity at that time to modify its budget and work plan, as applicable, to receive the remaining award funds.

Applicants selected for a grant must be given a recommendation of "Responsible" on the Vendor Responsibility Profile. Department staff will review each Vendor Responsibility Questionnaire submitted as outlined in Section IV. H. of this RFA.

Following the award of grants from this RFA, applicants may request a debriefing from the NYS DOH Division of Home and Community Based Services no later than three months after the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application. In the event that unsuccessful applicants wish to protest awards, please follow the procedures established by the New York State Comptroller found at: www.osc.state.ny.us. In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at: http://www.osc.state.ny.us/agencies/gbull/g_232.htm.

VI. Attachments

- Attachment 1: Application Cover Sheet
- Attachment 2: Table of Contents
- Attachment 3: Letter of Interest
- Attachment 4: Vendor Responsibility Attestation
- Attachment 5: Work Plan Format
- Attachment 6: Documentation of Support of Resident Council
- Attachment 7: Resident Petition in Support
- Attachment 8: Budget Narrative
- Attachment 9 Bid Form
- Attachment 10: Budget Cost Sheet
- Attachment 11: Standard Grant Contract and Appendices
- Attachment 12: Self Evaluation
- Attachment 13: Funded EnABLE Project Summaries

APPLICATION COVER SHEET

Enhancing Abilities and Life Experience Program (EnAbLE)

(Page 1 of 2)

RFA # 0912031110

Please Answer All Questions (type written or in ink):

Name of Applicant: (name must be identical to Operating Certificate name, including D/B/A if on Operating Certificate):

Address: (address must be the address on the Operating Certificate):

Street _____ City _____ State _____ Zip Code _____

County for above address: _____

Facility Certification Number: _____

Federal Identification Number: _____

Charities Registration Number: (Not-for-Profit Only) : _____

Operator Name(s):
1. _____
2. _____
3. _____
4. _____

Contact Person: _____ Title: _____

(This person must be able to speak for and represent the Applicant in any negotiation with the Department)

Phone: _____ Fax: _____ E-mail: _____

APPLICATION COVER SHEET

Enhancing Abilities and Life Experience Program (EnAbLE)

(Page 2 of 2)

Total Number of Residents: _____

Total Number of Residents to be served: _____

Total Facility 2006 Expenditures: _____

Total Facility 2007 Expenditures: _____

Total Facility 2006 Revenues: _____

Total Facility 2007 Revenues _____

:

Institutional Endorsement: This application has the full support and endorsement of the applicant's Operator.

Name: _____ Title: _____

Signature: _____ Date: _____

Enhancing Abilities and Life Experience Program (EnAbLE)

TABLE OF CONTENTS

Technical Proposal

The following documentation shall be enclosed *IN A SEPARATELY SEALED ENVELOPE* and shall state on the front:

“Technical Component”
Enhancing Abilities and Life Experience Program (EnAbLE)/# 0912031110
Applicant Name _____

- 1. Application Cover Sheet
- 2. Table of Contents
- 3. Program Summary _____
 - a. Program Description _____
 - b. Statement of Need _____
 - c. Applicant Organization _____
 - d. Project Organization and Management _____
 - e. Work Plan _____
- 4. Subcontractor Letter of Support _____
- 5. Support of Resident Council/ _____
- 6. Resident Petition in Support _____
- 7. Letter of Interest (optional) _____

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

Date:

Julia MacDonald
New York State Department of Health
Division of Long Term Care Resources
Bureau of Long Term Care Operations
99 Washington Ave, Suite 826
Albany, New York 12210
Attn: **EnABLE RFA #0912031110**

Re: RFA # 0912031110

Enhancing Abilities and Life Experiences (EnABLE) 2009-10

Dear Ms. MacDonald:

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

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

E-mail address: [e-mail: enable@health.state.ny.us](mailto:enable@health.state.ny.us)

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,

Name, Title

Name of Facility

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in Section IV, Administrative Requirements, H. Vendor Responsibility Questionnaire of RFA # 0912031110, 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: _____

EnAbLE Work Plan

Applicant Name: _____

Task to be Completed (Please be specific)	Starting Date	Planned Date of Completion	Name of Person and/or Sub-contractor Responsible

Please add more lines and pages as needed

Enhancing Abilities and Life Experience Program (EnABLE)

SUPPORT OF RESIDENT COUNCIL

**CERTIFICATION STATEMENT REGARDING RESIDENT COUNCIL AGREEMENT
(TO BE SIGNED BY CHAIRPERSON OR PRESIDENT OF THE RESIDENT COUNCIL)**

**REQUIRED FOR ADULT HOMES, RESIDENCES FOR ADULTS and ENRICHED
HOUSING PROGRAMS HAVING A RESIDENT COUNCIL**

I certify that I am the Chairperson or President of _____ (name of facility)'s Resident Council and that the Resident Council has endorsed the purpose(s), listed below, for which these funds will be used.

Purpose(s) of funds: (must be completed)

Name of Operator/Administrator (Print) :

Signature of Operator: _____ Date: _____

Title: _____

Name of Chair/ President of Resident Council (Print): _____

Signature: _____ Date: _____

**Enhancing Abilities and Life Experience Program (EnAbLE)
RESIDENT PETITION IN SUPPORT**

*REQUIRED FOR ENRICHED HOUSING PROGRAMS
and other programs that do not have a Resident Council*

NAME OF FACILITY/PROGRAM: _____

TOTAL NUMBER OF RESIDENTS: _____

DESCRIPTION OF PROGRAM: (must be completed):

Name of Operator: _____ Date: _____

Signature of Operator: _____ Title: _____

Resident Name	Signature

Attach additional sheets if necessary.

Enhancing Abilities and Life Experience Program (EnABLE)

BUDGET NARRATIVE

NAME OF FACILITY: _____

AMOUNT REQUESTED FOR TWO YEARS: (A) \$ _____

NUMBER OF RESIDENTS PROPOSED TO BE SERVED: (B) _____

TOTAL COST PER RESIDENT SERVED: (A) ÷ (B) \$ _____

BRIEF DESCRIPTION OF PROPOSAL:

NEW YORK STATE
DEPARTMENT OF HEALTH

BID FORM

PROCUREMENT TITLE: _____ FAU # _____

Bidder Name:

Bidder Address:

Bidder Fed ID No:

A. _____ bids a total price of \$ _____
(Name of Offerer/Bidder)

B. Affirmations & Disclosures related to State Finance Law §§ 139-j & 139-k:

Offerer/Bidder affirms that it understands and agrees to comply with the procedures of the Department of Health relative to permissible contacts (provided below) as required by State Finance Law §139-j (3) and §139-j (6) (b).

Pursuant to State Finance Law §§139-j and 139-k, this *Invitation for Bid or Request for Proposal* includes and imposes certain restrictions on communications between the Department of Health (DOH) and an Offerer during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit *bids/proposals* through final award and approval of the Procurement Contract by the DOH and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is/are identified on the first page of this *Invitation for Bid, Request for Proposal, or other solicitation document*. DOH employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the Office of General Services Website at: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

Basis of Termination or Withholding:

(Add additional pages as necessary)

C. Offerer/Bidder certifies that all information provided to the Department of Health with respect to State Finance Law §139-k is complete, true and accurate.

D. Offerer/Bidder agrees to provide the following documentation either *with their submitted bid/proposal or upon award* as indicated below:

With Bid

Upon Award

1. A completed N.Y.S Taxation and Finance Contractor Certification Form ST-220-CA (for procurements greater than or equal to \$100,000)

2. A completed N.Y.S. Office of the State Comptroller Vendor Responsibility Questionnaire (for procurements greater than or equal to \$100,000)

3. A completed State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term

(Officer Signature)

(Date)

(Officer Title)

(Telephone)

(e-mail Address)

Enhancing Abilities and Life Experience (EnAbLE)

BUDGET/COST SHEET

RFA #0912031110

Applicant Name: _____

A. AMOUNT REQUESTED FOR TWO YEARS: _____

B. Number of Residents: _____

C. Number of Residents Served: _____

PERSONAL SERVICE	Year 1				Year 2			
Name and Title	Annual Salary	% Time Allocated to Project	Amount of Salary Charged to Budget	Fringe Benefits	Annual Salary	% Time Allocated to Project	Amount of Salary Charged to Budget	Fringe Benefits
	\$		\$	\$	\$		\$	\$
	\$		\$	\$	\$		\$	\$
	\$		\$	\$	\$		\$	\$
	\$		\$	\$	\$		\$	\$
	\$		\$	\$	\$		\$	\$
	\$		\$	\$	\$		\$	\$
Total Personal Service		Year 1	\$	\$		Year 2	\$	\$
Total Personal Service (Salary plus Fringe)	Year 1		\$		Year 2		\$	

OTHER THAN PERSONAL SERVICE	Year 1	Year 2
Category:		
Supplies	\$	\$
Travel	\$	\$
Telephone	\$	\$
Postage	\$	\$
Photocopy	\$	\$
Other Contractual Services (specify detail on separate pages)	\$	\$
Equipment	\$	\$
Other (specify)	\$	\$
Other (specify)	\$	\$
Total Other Than Personal Service	\$	\$
TOTAL BUDGET FOR TWO YEARS		\$
DIVIDED BY (C) NUMBER OF RESIDENTS SERVED		
TOTAL BUDGET PER RESIDENT SERVED	\$	\$

STANDARD GRANT CONTRACT
AND APPENDICES

FOR INFORMATIONAL PURPOSES ONLY

GRANT CONTRACT (MULTI YEAR)

STATE AGENCY (Name and Address): _____	.	NYS COMPTROLLER'S NUMBER: _____
	.	
	.	ORIGINATING AGENCY CODE: _____
CONTRACTOR (Name and Address): _____	.	TYPE OF PROGRAM(S) _____
	.	
FEDERAL TAX IDENTIFICATION NUMBER: _____	.	INITIAL CONTRACT PERIOD FROM: TO: _____
MUNICIPALITY NO. (if applicable): _____	.	FUNDING AMOUNT 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. _____	.	
CONTRACTOR IS() IS NOT() A SECTARIAN ENTITY CONTRACTOR IS() IS NOT() A NOT-FOR-PROFIT ORGANIZATION _____	.	

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

OTHER APPENDICES

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

STATE OF NEW YORK

AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

- A. The period of this AGREEMENT shall be as specified on the face page hereof. Should funding become unavailable, this AGREEMENT may be suspended until funding becomes available. In such event the STATE shall notify the CONTRACTOR immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this AGREEMENT beyond the end date specified on the face page hereof.
- B. Funding for the entire contract period shall not exceed the amount specified as "Funding Amount for Initial Period" on the face page hereof.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. To modify the AGREEMENT, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.
- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of

the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

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

III. Terminations

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

IV. Indemnification

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

V. Property

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

VI. Safeguards for Services and Confidentiality

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

APPENDIX A-1
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
 - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.
 - c. The CONTRACTOR shall comply with the following grant requirements regarding audits.

Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
 - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
 - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

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

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*,

principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 - f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
 - g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
 - h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an

explanation to this proposal.

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

Workers' Compensation, for which one of the following is incorporated into this contract as

Appendix E-1:

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

Disability Benefits coverage, for which one of the following is incorporated into this contract as

Appendix E-2:

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

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

Appendix B

BUDGET/COST SHEET

Applicant Name: _____

A. AMOUNT REQUESTED FOR TWO YEARS: _____

B. Number of Residents: _____

C. Number of Residents Served: _____

PERSONAL SERVICE	Year 1				Year 2			
Name and Title	Annual Salary	% Time Allocated to Project	Amount of Salary Charged to Budget	Fringe Benefits	Annual Salary	% Time Allocated to Project	Amount of Salary Charged to Budget	Fringe Benefits
	\$		\$	\$	\$		\$	\$
	\$		\$	\$	\$		\$	\$
	\$		\$	\$	\$		\$	\$
	\$		\$	\$	\$		\$	\$
	\$		\$	\$	\$		\$	\$
	\$		\$	\$	\$		\$	\$
Total Personal Service		Year 1	\$	\$		Year 2	\$	\$
Total Personal Service (Salary plus Fringe)	Year 1		\$		Year 2		\$	

OTHER THAN PERSONAL SERVICE	Year 1	Year 2
Category:		
Supplies	\$	\$
Travel	\$	\$
Telephone	\$	\$
Postage	\$	\$
Photocopy	\$	\$
Other Contractual Services (specify detail on separate pages)	\$	\$
Equipment	\$	\$
Other (specify)	\$	\$
Other (specify)	\$	\$
Total Other Than Personal Service	\$	\$
TOTAL BUDGET FOR TWO YEARS		\$
DIVIDED BY (C) NUMBER OF RESIDENTS SERVED		
TOTAL BUDGET PER RESIDENT SERVED	\$	\$

PAYMENT AND REPORTING SCHEDULE

1. Payment and Reporting Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

II. Progress and Final Reports

Organization Name: _____

Report Type:

- A. Narrative/Qualitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report

will detail how the _____ (Organization) _____ has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

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

B. Statistical/Quantitative Report

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

C. Expenditure Report

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

D. Final Report

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

APPENDIX D

PROGRAM WORKPLAN (sample format)

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

I. CORPORATE INFORMATION

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

II. SUMMARY STATEMENT

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

III. PROGRAM GOALS

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

IV. SPECIFIC DELIVERABLES

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

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

Agency Code 12000
APPENDIX X

Contract Number: _____

Contractor: _____

Amendment Number X-_____

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

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

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

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

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

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

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

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

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

This will result in new contract terms of:

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

Signature Page for:

Contract Number: _____

Contractor: _____

Amendment Number: X-_____

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

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

STATE OF NEW YORK)
) SS:
County of _____)

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

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

APPENDIX A-2

GRANT SPECIFIC CLAUSES

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 the property of the grantee.”

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.

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.

Self-Evaluation Tool

Facility Name:		County:
RFA Title:	EnAbLE 2009-10	
Contract Amount	#	\$
		Contract Period:

	Original Requested	Actual Used	N/A
Budget			
Staff FTE			
Number of Residents Participating			
Other Please describe:			

	Yes	No	N/A
Will Project Continue After Contract Period?			
Will Project Continue After Contract Period?			

Sometimes the positive impacts of a project are not communicated via measurable results only. If that is true of your project, please share an illustration of the effect the project has had on your organization or residents.

In answering the following questions, please use additional pages if necessary to provide a complete response.

Please describe the measurable impact on the target population. Identify target population and baseline status and status at end of project. Describe the tools that were used to measure the outcomes. (ex. number of sessions, number of participants, number of trips, change in number of incidents, community partnerships, resident questionnaire before and after).

Please describe any unexpected challenges encountered. Variance from project plans submitted in the original grant proposal or failure to achieve desired outcomes are *not* perceived as indicators of project failure, and are often the result of unanticipated challenges during the project. Information about difficulties encountered provides valuable insight to improve future grantmaking impact in other programs. Please provide a candid assessment of the challenges and success/failure the program may have had.

Are you satisfied with the outcome of the projects made possible through the grant? Yes No

What would you do differently if you did this again or change if you were continuing?

Do you plan to continue this project after the contract period ends? Yes No

Would you be willing to talk with other Adult Care Facilities that are interested in implementing a similar project? Yes No

Name & Title of Person Completing form:

Name: _____ Title: _____

Printed Name of Operator: _____ Signature: _____ Date: _____

Funded EnAbLE Project Summaries

- Hofgur, LLC, located in Queens County, was awarded \$98,000. The award funds a myriad of purposes, including purchase of an aquarium and two hundred safe boxes, provision of physical and occupational therapy, nutrition classes for residents, and the hiring of a driver for the facility's van.
- New Central Manor in Queens County, was awarded \$99,500. This award funds implementation of the "Connection" program – a structured socialization, as well as a movement and wellness program. The award also funds hiring a full-time certified recreational therapy specialist and consultants to implement programs. Purchase of furniture, equipment and supplies are also being made through the grant monies awarded.
- Presbyterian Residential Community, Inc., located in Oneida County, was awarded \$34,035. The benefits to residents made possible through this award include a fall prevention program; hiring of a Tai Chi trainer and assistant trainer; purchase of Nu-step exercise machines as well as other fitness equipment, televisions and DVD for residents.
- Sandford Home in Queens County was awarded \$100,000. In addition to purchase of a passenger van to transport residents, the award will enable the facility to construct a kitchen and laundry room, construct an outdoor courtyard, beautify the residential sitting area, and enhance the resident computer lab.
- St. Columban's on the Lake Home for the Well-Aged, Inc., in Chautauqua County was awarded \$89,088. This award funds expansion of the Wholeness and Wellness Program to include the "Community Partnerships for "Senior Health and Wellness" project.
- Hoffman Manor of Long Beach, located in Nassau County, was awarded \$99,841. The award will be used to establish and conduct the "Health Living" project for the facility's residents. It will also be used to provide assessments and interventions addressing physical, social and daily functional needs.
- Peregrine's Landing Senior Community, Cheektowaga. This facility, located in Erie County, was awarded \$65,588. The award will facilitate the Total Fitness Program, which includes Memory Arts, Culture Club, and PACE to Good Health Programs.
- WSFSSH-109 W 129th Street, New York County, was awarded \$61,980. The award will be used to promote wellness, socialization, literacy and mentoring programs, as well as computer skills training for residents.
- Plattduetsche Old Folks Home Society, located in Nassau County, was awarded \$49,925. The award funds the initiation of the "Long Island Surf and Turf Club", an exercise program open to all residents of the Home.
- Henderson Hill Adult Home & Assisted Living, Inc., of Richmond County, was awarded \$94,870. The award gives the facility the ability to improve educational and recreational structure, providing crafts, educational courses, trips and outdoor upgrades. Residents will have an enhancement of choices in their daily routines.
- Rescue Mission Alliance of Syracuse, NY, Inc., located in Onondaga County, was awarded \$78,078. With the award, the facility will purchase an adult passenger bus with a wheelchair lift. The facility will also be able to fund a replacement bathtub for physically disabled residents, as well as provide new laundry facilities.

- DePaul Adult Care Communities, Inc., Erie County, was awarded \$82,644. The award will fund staff training in art, music and relaxation therapy, as well as the Sensory Therapy Project. Also funded by the award is a patio enclosure and furniture for the residents' courtyard.
- Westwood Village, Inc., in Erie County, was awarded \$98,514. The award will be used to provide staff, supervision and materials to the Pathways to Memory Program. Staff, supervision and materials will also be provided for the Enhanced Activity Program.
- Rosewood Village, Inc., Erie County, was also awarded \$98,514. The facility will be able to provide staff, supervision and materials to both the Pathways to Memory Program, as well as the Enhanced Activity Program.
- Bergquist Adult Home of Chautauqua County, was awarded \$41,400. This award will be used for a variety of enhancements, such as purchase of personal refrigerators for residents, provision of sensory activities and purchase of surround-sound flat screen televisions. A county kitchen will be created, and one part-time staff member will be employed for activities.
- WSFSSH-West 74th Street Home in New York County was awarded \$42,130. In addition to conducting a Wellness and Therapeutic Arts Program, the facility will use the award to employ a nutritionist, an escort/travel trainer and exercise consultant to work with residents.
- New Haven Manor for Adults, which is located in Queens County, was awarded \$99,538. The award will be used at New Haven Manor for a myriad of improvements to resident life – recreational opportunities will be improved, a garden will be provided as well as the creation of an outdoor living space. More classes in computer art and independent living skills as well as laundry training will be possible by adding mobile trailers.
- New Brookhaven Town House for Adults, in Suffolk County, was awarded \$98,000. The award will facilitate the provision of physical and occupational therapy, as well as education and training to residents and staff. The award will enable the purchase of a van and insurance, and hiring of a driver. An aquarium, fish, and related equipment will be purchased for the enjoyment of those in the home.
- Marion Woods, Inc., located in Westchester County, was awarded \$43,000. The award will be used for health education and monitoring as well as disease and accident prevention. A video library will be available for residents. Psycho-education, support groups, art and music therapy, and implementation of a Tai Chi program will also be funded by the award.
- Family and Child Service of Schenectady, Inc., Schenectady County, was awarded \$36,494. The award will allow the facility to continue and add services to improve education of proper nutrition, including specific prescribed diets, and medication compliance. Enhancement in recreation, social and physical activities will also be realized by this award. In addition, residents will be provided with professional case management.
- The Terrace at Glen Eddy, also located in Schenectady County, was awarded \$48,431. The award will be used to provide residents with an in-house companion service to increase patient/provider communication and reliability to medical appointments.
- St. Elizabeth's Home, in Erie County, was awarded \$59,662 to develop a comprehensive exercise and wellness program for residents.
- Frederic Fleming Residence (West Side Federation for Senior and Supportive Housing, Inc.), in New York County, was awarded \$39,310. The award will not only allow the facility to expand their escort position to 40 hours per week, but hire an exercise instructor and purchase exercise equipment. The facility will also hire assorted performers and musicians to perform on-site, and purchase tickets and fund travel to various cultural events.

- Green Briar Adult Home, in Dutchess County, was awarded \$99,220. The award funds in-house and external recreation; will provide a computer corner, ping pong table, and resurface for a shuffleboard court. Staffing for these activities will be funded through the award.
- Gables Home for Adults, in Suffolk County, was awarded \$99,500. The award will be used for creation of a new room to be used by residents for recreation, computer use and exercise.
- Crimson Ridge Meadows, Peregrine Properties of Upstate, Inc., located in Monroe County, was awarded \$26,050. Not only will the award fund the addition of educational video-conferencing for residents, but the award will also allow for the expansion of the use of the "Community Connections" program.
- Elizabeth Brewster House of Cortland County was awarded \$87,888. Residents will benefit from this award as the facility will renovate a room to be used for exercise, as well as purchase of new exercise equipment.
- Loretto Adult Community, Inc., in Onondaga County, was awarded \$26,115. The funds will address the issues of depression in residents by training staff to recognize the signs and symptoms.
- Quaker Landing Memory Care Community, Peregrine Properties of Upstate, Inc., in Erie County, was awarded \$47,840. The facility proposes to create an alternative environment with a Serenity Room and to develop "Community Connections" via teleconferencing.
- Beacon Pointe Memory Care Community, Peregrine Properties of Upstate, Inc., located in Saratoga County, was awarded \$49,277. The facility will also develop "Community Connections" via teleconferencing, and create an alternative environment with a Serenity Room for residents.
- Crimson Ridge Gardens, located in Monroe County, was awarded \$46,633. This is the third facility of Peregrine Properties of Upstate, Inc., to develop, similarly to the previous two awards, a Serenity Room for residents to create an alternative environment and "Community Connections" via teleconferencing.