

RFA # 1401070924

New York State Department of Health

Office of Long Term Care

Division of Home and Community Based Services

Request for Applications

**Money Follows the Person Demonstration**  
**Component A: Peer Outreach and Referral**  
**Component B: Transition Centers Project**

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*KEY DATES*

<b>Release Date:</b>	<b>2/7/2014</b>
<b>Letter of Intent Due:</b>	<b>2/28/2014</b>
<b>Questions Due:</b>	<b>3/7/2014</b>
<b>Questions, Answers and Updates Posted:</b>	<b>3/21/2014</b>
<b>Applications Due:</b>	<b>3/28/2014 5:00pm</b>
<b>DOH Contact Name &amp; Address:</b>	<b>Luci M. Wilson Project Coordinator Division of Long Term Care New York State Department of Health Empire State Plaza Corning Tower, Room 1911 Albany, NY 12237</b>

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# **I. Introduction**

## **A. Background/Intent**

The purpose of the New York State Money Follows the Person (MFP) Demonstration is to enable ongoing transformation of the long term care (LTC) system to assure that seniors and individuals with physical and developmental disabilities have access to community based services. New York State (NYS) continues to promote community-based long term care by shifting the focus from institutional-based care to a person-centered quality system for home- and community-based care.

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

In January 2007, the Centers for Medicare and Medicaid Services (CMS) approved the New York State application to participate in the MFP Demonstration. In April 2013, CMS approved NYS Office for People with Developmental Disabilities (OPWDD) participation in the NYS MFP Demonstration and the participation of individuals with developmental disabilities who currently reside in Intermediate Care Facility/Intellectual and Developmental Disabilities' (ICF-IID). This Project is one of several projects funded through the MFP program to support the State's Medicaid reform and long term care rebalancing efforts.

## **B. Description of Program**

The purpose of the MFP Demonstration Component A: Peer Outreach and Referral and Component B: Transition Centers Project is to assure that residents<sup>1</sup> of long term care facilities are provided objective information to overcome challenges in accessing alternatives to unwanted facility placement.

Originally, NYS designated the Nursing Home Transition and Diversion (NHTD) and the Traumatic Brain Injury (TBI) waivers as the qualified MFP service programs for the elderly and disabled population. In the spring of 2013, CMS approved an amended MFP Operational Protocol which includes individuals with intellectual and developmental disabilities and the OPWDD Home and Community Based Services (HCBS) waiver in the MFP Demonstration. On April 1, 2013, OPWDD began participating in the NYS MFP Demonstration to specifically promote transitions of individuals with developmental disabilities from institutional settings (skilled nursing facilities (SNFs), Developmental Centers, and campus and community-based ICF-IIDs to community settings). NYS' future plans are to continue the expansion of this Demonstration to include the Managed Long Term Care (MLTC) expansion and those individuals with behavioral health and mental health issues.

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<sup>1</sup> The terms "resident" and "participant" also refers to family member, significant other, legal guardian or legally authorized representative.

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

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

The goals of the MFP two Components (A: Peer Outreach and Referral and B: Transition Centers Project) are to identify those individuals who are interested in moving from institutional to community-based settings and to educate and assist those who choose to leave facilities.

This Request for Application (RFA) is comprised of two components; Component A: Peer Outreach and Referral - peer-based approach who reflect the characteristics of the individuals and who, where possible, have themselves transitioned from an institutional setting into the community, and Component B: Transition Centers – actively solicit, generate and accept referrals which identify individuals who potentially qualify for the MFP Demonstration, make referrals to the Peer Outreach and Referral grantee, and to support successful transitions.

### **D. Availability of Funds**

Applicants may apply for one or both components specified above. The Department reserves the right to select one applicant for both components or different applicants for each component. Organizations submitting applications for both components must specify if they would accept a contract for only one of the components.

It is expected that contracts resulting from this RFA will have an initial three (3) year period and be eligible for two (2) additional one year renewals dependent on continued federal funding and satisfactory contractor performance. It is estimated that for the initial period, based on current volumes, that approximately \$850,000 is available to support and assist Component A: Peer Outreach and Referral and approximately \$7,500,000 is available to support and assist Component B: Transition Centers. Budgets must demonstrate adequate coverage for all 9 regions outlined in table 1 below. Only one contract will be awarded for each component.

Applicants applying for the Component A: Peer Outreach and Referral are expected to conduct outreach to residents who have been referred and to provide information about HCBS and opportunities for community living. The applicant will refer individuals who express interest in transitioning to community settings to the appropriate Transition Centers and work with facility transition and discharge planners to facilitate participants' successful transition into the community.

Applicants applying for the Component B: Transition Centers will assist participants throughout the transition process; actively soliciting, generating and accepting referrals; establishing relationships with discharge planners and ombudspersons; making referrals to Peer Outreach and Referral grantees; supporting successful transitions through education of residents and their families about HCBS available in their communities, and by participating in discharge planning, accessing and developing service plans, coordinating the creation and

implementation of interim 90-day transition service plans; initiating and/or conducting the baseline Quality of Life (QoL) survey and subsequent QoLs surveys, and establishing and implementing MFP data collection and reporting mechanisms necessary for NYSDOH to fulfill federal MFP reporting requirements.

**Table 1: Regional Areas**

<b>Regions</b>	<b>Service Provision Area</b>
Albany North	Clinton, Essex, Franklin, Fulton, Hamilton, Montgomery, Saratoga, Warren, Washington
Albany South	Albany, Columbia, Greene, Rensselaer, Schenectady, Schoharie
Binghamton/ Southern Tier	Allegany, Broome, Cayuga, Chemung, Chenango, Cortland, Delaware, Otsego, Schuylar, Steuben, Tioga, Tompkins
Buffalo	Cattaraugus, Chautauqua, Erie, Niagara, Orleans, Wyoming
Long Island	Nassau, Suffolk
Lower Hudson Valley	Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester
NYC Region	Bronx, Kings, New York, Queens, Richmond
Rochester	Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Yates
Syracuse	Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

## **II. Who May Apply**

### **A. Minimum Eligibility Requirements**

Applicants who are unable to demonstrate fulfillment of the following requirements will not be considered for contract award:

1. Licensed 501(C) (3) Status. Applications will be accepted only from not-for-profit organizations. Attachment 6, Applicant Attestation, must be signed and submitted with the application to attest to meeting this requirement.
2. Electronic Capability. Applicants must provide, and their staff able to use, computer software compatible with the Microsoft Office products used by NYSDOH to organize, analyze and store participant data and information; and to identify what referrals were made and the referral outcome. Applicants must have the ability to electronically transfer information and reports using compatible encryption software to the NYSDOH Division of Long Term Care via e-mail [Attachment 6 must be signed and attached to the application to attest to compliance with this requirement].

**Applicants may apply for one or both of the RFA’s components.** This RFA addresses two major components: Component A: Peer Outreach and Referral and Component B:

Transition Centers. Applicants may apply for one or both components. A separate application must be submitted for each component. NYSDOH reserves the right to select one applicant for both components or different applicants for each component. Organizations submitting applications on both components must specify if they would accept a contract for only one of the components. If an applicant is awarded both contracts, the applicant will receive two contracts, with separate and distinct work plans and budgets for each component. That contract will comply with all specifications of each area individually, including separate and distinct staffing levels, deliverables, and any other specifications required for this project.

Applicants may subcontract components of the scope of work. For those applicants that propose subcontracting, it is preferable to identify subcontracting agencies during the application process. Applicants that plan to subcontract are expected to state in the application the specific components of scope of work to be performed through subcontracts. Applicants should note that the lead organization (contractor) will have overall responsibility for all contract activities, including those performed by subcontractors, and will be the primary contact for NYSDOH. Any subcontract shall be consistent with the terms of the DOH contract with the lead organization. Such subcontracts shall be subject to DOH review and written approval from DOH prior to execution of the subcontract(s).

## **B. Preferred Qualifications**

### **Applicants should have:**

- knowledge of the principles of the most integrated setting mandate of Title II of the Americans with Disabilities Act (ADA) of 1990 and the independent living concepts of personal choice and control as well as the dignity of risk;
- expertise in working with people with disabilities<sup>2</sup> and seniors;
- knowledge about long term care programs and providers in each region;
- knowledge of the resources that can assist in obtaining affordable, accessible, supportive and integrated housing;
- an understanding of the issues regarding the long term care needs of people with disabilities and seniors;
- where possible, the ability to provide peer based services;
- access, where possible, to peers who have transitioned from an institutional setting into the community; and
- ability to provide culturally competent services to the population to be served.

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<sup>2</sup> Individuals with disabilities include physical disabilities, intellectual/developmental disabilities and traumatic brain injury.

### **III. Project Narrative/Work Plan Outcomes**

**Note:** To ensure the integrity, security, and confidentiality of information contained in the Minimum Data Set (MDS), contractor(s) selected under this RFA must comply with New York State's MDS Data Use Agreement with CMS. A copy of a MDS Data Use Agreement template can be found in Attachment 8. This MDS Data Use Agreement template is for informational purposes only. Applicants should familiarize themselves with the requirements of the Data Use Agreement as the selected contractor(s) will be held to the same standards as the Department regarding data security and confidentiality that are set forth in the Data Use Agreement. Contractor(s) selected through this RFA will be required to sign an Addendum to New York State's current MDS Data Use Agreement so that the State can request an addendum from the CMS. A copy of an MDS Use Agreement Addendum template can be found in Attachment 9.

#### **A. Project Expectations for Component A: Peer Outreach and Referral**

The goals for this component are:

- GOAL 1 Ensure that interested facility residents have the information needed to make informed choices about receiving long term care support and services in a community setting.
- GOAL 2 Effectively communicate with facility discharge planners and ombudspersons the resident's desire to pursue home and community based options.
- GOAL 3 Assure that appropriate referrals are forwarded to Transition Centers.
- GOAL 4 Ensure that all individuals who enter areas where patients/clients/residents might be present are either vaccinated for the current influenza season or wear a facemask.

The objectives to be addressed in response to this RFA for this component:

- Develop effective outreach material packets in consultation with DOH, OPWDD and Transition Center.
- Accept referrals which identify individuals currently living in facilities who have expressed an interest in transferring into a community setting.
- Supply paid peers<sup>3</sup> to facilities with characteristics (i.e. physical and developmental disabilities and/or age) that approximate those characteristics of individuals requesting information, and where possible, who have themselves transferred from a facility setting into the community.

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<sup>3</sup> It is expected by NYSDOH that peers will be paid at a rate of up to \$25.00 per hour. In addition, they will be compensated for travel to and from facilities when following up on referrals using standard mileage rates set forth by the IRS (<http://www.irs.gov/uac/2013-Standard-Mileage-Rates-Up-1-Cent-per-Mile-for-Business,-Medical-and-Moving>).

- Provide training for peers and other staff in order to provide consistent message and information for those expressing an interest in transferring into a community setting and to promote a general awareness of opportunities to move into community settings.
- Use peers to contact and provide objective information about home and community-based care options to facility residents whose names:
  - are identified from MDS;
  - are provided by DOH and OPWDD;
  - are referred by Transition Centers and;
  - self-identified; or
  - are referred by professional staff or family members.
- Arrange face to face meetings between peers and potential participants unless geographic or other extenuating circumstances prevent face to face meetings.
- Meet with potential participant within ten days of receiving referral or identify barriers to meeting with the resident. After resident expresses interest in transferring to a community setting, send referral to Transition Center.
- If resident agrees to a referral to a Transition Center, have resident sign and discharge planner sign a referral form (or indicate discharge planner's name). Give a copy of the form to the resident and discharge planner.
- Make appropriate referrals to Transition Centers for potential participants who have expressed an interest in transferring to a community setting (include release documentation).
- Develop and implement strategies to address identified barriers to face to face contact with potential participants.
- Build and maintain relationships with facility discharge planners, Transition Centers and ombudsperson.
- Identify barriers and develop and implement strategies to building and maintaining relationships with facility discharge planners, Transition Centers and ombudsperson.
- Ensure that all individuals associated with your organization entering areas where patients/clients/residents might be present in Article 28, 36, or 40 regulated settings, including patient homes, will either be vaccinated for the current influenza season or will be required to wear a facemask (i.e. a surgical mask; not an N95 respirator) while in the above noted areas during the time that the Commissioner of the Department of Health declares influenza prevalent. Unvaccinated employees must wear a facemask regardless of whether they have had influenza during the current season.
- Track all peer based outreach activities to be defined by the Department.



## **B. Project Expectations for Component B: Transition Centers**

The goals for this component are:

- GOAL 1 Act as contact agency for all appropriate entities (including NH Section Q referrals) to actively solicit, generate and accept referrals.
- GOAL 2 Effectively communicate with Peer Outreach and Referral grantees in order to make and receive referrals of facility residents who have expressed interest in transferring from an institution into a community setting.
- GOAL 3 Facilitate successful transitions of individuals into community settings with appropriate home and community-based services and supports to enable them to remain in the community.
- GOAL 4 Build effective relationships with HCBS providers, facility discharge planners, ombudspersons, MLTC plans/Managed Care Organizations (MCO) and other long term care stakeholders.
- GOAL 5 Ensure that all individuals who enter areas where patients/clients/residents might be present are either vaccinated for the current influenza season or wears a facemask.

The objectives to be addressed in response to this RFA for this component:

- Develop and implement a plan to identify individuals residing in facility who are appropriate candidates for transferring into a community setting with HCBS services and to generate referrals.
- Solicit, generate and accept referrals from all appropriate entities.
- Make referrals to and interact with Peer Outreach and Referral Grantees.
- Confirm potential participant's eligibility for MFP Demonstration.
- Ensure that informed consent and release of information forms are signed by potential participants.
- Employ or contract with interim service coordination team (including transition specialist, nurse and clinical social worker, all of whom have successfully completed UAS training) that will:
  - provide potential participants with HCBS options;
  - participate in discharge planning;
  - Coordinate with Regional Resource Development Centers (RRDCs), OPWDD's State Operations Office and Regional Office's Front Door staff, and MLTC plans/MCOs;

- assess and develop person-centered transition service plan to be effective for the 90 day transition period (to be approved by RRDC, OPWDD or MLTC plan/MCO), including securing qualified housing;
  - coordinate home and community services during transition period; and
  - ensure continuation of service after the transition period.
- Work with staff from NYSDOH and OPWDD to develop and update objective materials related to home and community-based services and informational material to be distributed to potential participants and facilities.
- Provide training for interim transition specialist and other staff in order to provide consistent message and information for those expressing an interest in transferring into a community setting and to promote a general awareness among potential participants in the MFP Demonstration.
- Provide patient-centered community readiness skill training to individuals transitioning from a facility into the community who are not already receiving similar training. Skill training is to be participant specific and designed to prepare individuals who have lived in a facility for long periods for living in the community. This training should include such things as managing money and budgeting, using transportation systems and arranging transportation to and from appointments, applying for and renewing such things as public benefit programs, making and keeping doctor appointments, etc. Funding cannot be used for services that duplicate services already being provided to the participant.
- Provide transition counseling to individuals transitioning from a facility into the community and to their family and informal supports including family counseling, financial counseling, etc.
- Initiate and/or conduct the baseline QoL survey and subsequent surveys at 11 and 24 months.
- Assist facility settings discharge planner, as requested, with the coordination of home and community-based services and supports so that all the necessary service elements are in place for a successful transition. Please note that this project will not supplant any existing responsibility that the discharge planner has for assisting their interested facility residents with transitioning into the community.
- Within one month or less of attempting to make an appropriate referral to a discharge planner, identify barriers to successfully making a referral.
- Develop and implement strategies to address identified barriers related to making referrals to discharge planners.
- Build and maintain relationships with facility discharge planners, ombudsperson, long term care community-based stakeholders, MLTC plans/MCOs and entities that authorize or provide home and community-based services.

- Identify barriers to building and maintaining relationships with facility discharge planners, ombudsperson, long term care community-based stakeholders, MLTC plans/MCOs and entities that authorize or provide home and community-based services.
- Develop and implement strategies to address identified barriers related to building and maintaining relationships with facility discharge planners, ombudsperson, long term care community-based stakeholders, MLTC plans/MCOs and entities that authorize or provide home and community-based services.
- Build and maintain knowledge about available HCBS in each region.
- Ensure that all individuals associated with your organization entering areas where patients/clients/residents might be present in Article 28, 36, or 40 regulated settings, including patient homes, will either be vaccinated for the current influenza season or will be required to wear a facemask (i.e. a surgical mask; not an N95 respirator) while in the above noted areas during the time that the Commissioner of the Department of Health declares influenza prevalent. Unvaccinated employees must wear a facemask regardless of whether they have had influenza during the current season.
- Tracking and reporting requirements to be defined by the Department.

## IV. Administrative Requirements

### A. Issuing Agency

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

### B. Question and Answer Phase:

All substantive questions must be submitted in writing to: Luci M. Wilson, Project Coordinator, New York State Department of Health at [MFP@health.ny.gov](mailto:MFP@health.ny.gov).

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 Luci M. Wilson at [MFP@health.ny.gov](mailto:MFP@health.ny.gov). **Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.**

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

This RFA has been posted on the Department's public website at: <http://www.health.ny.gov/funding/> and the NYS Grants Gateway website at: [https://www.grantsgateway.ny.gov/IntelliGrants\\_NYSGG/module/nysgg/goportal.aspx](https://www.grantsgateway.ny.gov/IntelliGrants_NYSGG/module/nysgg/goportal.aspx). Questions and answers, as well as any updates and/or modifications, will also be posted on

these websites. All such updates will be posted by the date identified on the cover sheet of this RFA.

### **C. Letter of Intent/Interest (optional)**

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions), it is strongly encouraged that they complete and submit a letter of interest (see Attachment 2). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing updated information.

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

### **D. Applicant Conference**

No Applicant Conference will be held.

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

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

Luci M. Wilson, Project Coordinator  
Division of Long Term Care  
New York State Department of Health  
RE: MFP Peer Outreach and Referral and Transition Centers Project RFA  
Empire State Plaza  
Corning Tower, Room 1913  
Albany, NY 12237

Applicants shall submit one (1) original, signed application and four (4) copies. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. **Applications will not be accepted via fax or e-mail.**

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

### **F. Department of Health's Reserved Rights**

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 organization'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 application opening.
15. Waive or modify minor irregularities in applications received after prior notification to the applicant.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.
17. Negotiate with successful applicants within the scope of the RFA in the best interests of the State.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. Award grants based on geographic or regional considerations to serve the best interests of the state.

#### **G. Term of Contract**

Any contract(s) 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 an initial three (3) year period beginning April 1, 2014 and ending March 31, 2017. These contracts will be eligible for two (2) additional one year renewals dependent on continued federal funding and satisfactory contractor performance.

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

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

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

MFP Project Coordinator  
NYS Department of Health  
Division of Long Term Care  
Empire State Plaza  
Corning Tower, Room 1917  
Albany, NY 12237

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

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

3. The grant contractor will be required to submit quarterly program and expenditure reports.

Quarterly Performance Reporting Requirements – by the last day of the following month, contractors will be required to submit QUARTERLY Performance Reports describing the activities completed in fulfillment of the contract during the previous quarter. These reports will document monthly and year-to-date aggregate achievement of project goals and objectives. These reports will be used to monitor progress meeting contractual performance objectives and track fulfillment of NYS's MFP obligations in support of its federal demonstration reporting requirements. NYSDOH will review all reports and

assess contractor performance prior to issuing quarterly payments. NYSDOH will contact contractors who submit a quarterly performance report indicating it has not met at least 75% of its work plan objectives according to the planned schedule to request they develop a corrective action plan. NYSDOH will issue quarterly payments to contractors who demonstrate:

- quarterly achievement of at least 75% of its work plan; and
- actions taken to identify and implement clear strategies for addressing and monitoring progress toward meeting unmet performance objectives.

When contractors fail to achieve 75% performance as outlined above in a given quarter, NYSDOH will withhold payment until the contractor can demonstrate it is pursuing corrective strategies and making progress toward achieving the planned objectives for the previous quarter as outlined in the work plan.

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

### **I. Minority & Woman-Owned Business Enterprise Requirements**

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

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (“Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOH establish goals for maximum feasible participation of New York State Certified minority-and women – owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

#### **Business Participation Opportunities for MWBEs**

For purposes of this solicitation, the New York State Department of Health hereby establishes a goal of 0% on any subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing greater than \$25,000 under a contract awarded from this solicitation. The goal on the eligible portion of this contract will be 0% for Minority-Owned Business Enterprises (“MBE”) participation and 0% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified

MBEs and WBEs and outreach efforts to certified MWBE firms). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that DOH may withhold payment pending receipt of the required MWBE documentation. For guidance on how DOH will determine “good faith efforts,” refer to 5 NYCRR §142.8.

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

By submitting an application, a grantee agrees to complete an MWBE Utilization plan as directed in Attachment 12 of this RFA. DOH will review the submitted MWBE Utilization Plan. If the plan is not accepted, DOH may issue a notice of deficiency. If a notice of deficiency is issued, Grantee agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt. DOH may disqualify a Grantee as being non-responsive under the following circumstances:

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

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

#### **J. Limits on Administrative Expenses and Executive Compensation**

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

#### **K. Vendor Identification Number**

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



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

[http://www.osc.state.ny.us/vendor\\_management/issues\\_guidance.htm](http://www.osc.state.ny.us/vendor_management/issues_guidance.htm).

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

#### **L. Vendor Responsibility Questionnaire**

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

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

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

Applicants should complete and submit the Vendor Responsibility Attestation (Attachment 7).

#### **M. Vendor Prequalification for Not-for-Profits**

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

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

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

<http://grantsreform.ny.gov/Grantees>.

## **N. General Specifications**

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

## **V. Completing the Application**

### **A. Application Content**

The contractor(s) will be selected based on a submitted application demonstrating their ability to fully implement the MFP Demonstration (Component A: Peer Outreach and Identification and/or Component B: Transition Centers) and assure effective oversight of all project components. Please submit your application(s) according to the following pertinent content-specific format.

Applications for the two components (Component A: Peer Outreach and Referral and Component B: Transition Centers) will be reviewed, evaluated and scored separately.

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

1. Application Cover Sheet (use Attachment 3: Grant Application Summary Form)
2. Table of Contents
3. Program Summary
4. Narrative Section
5. Work Plan (use Attachment 11: Work Plan)
6. Budget/Cost Sheet (use Attachment 5: Application Budget Format)
7. Application Attestation (use Attachment 7: Vendor Responsibility Attestation)

### **1. Application Cover Sheet**

A form is provided (Attachment 3: Grant Application Summary Form) that will serve as the Application Cover Sheet. This form may be recreated on the applicant's computer, provided the applicant strictly adheres to the given format.

The cover sheet should provide the name of a person who should be contacted by those seeking information about your application. Needed contact information includes; a full mailing address, telephone number and extension, fax number and e-mail address.

### **2. Table of Contents**

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

### **3. Program Summary**

Summarize your organization's policies and procedures that will be in place to meet the overall goals and objectives of the component of the RFA for which your organization is applying. Explain how your organization will meet the overall goals of this RFA. Explain how your organization's plan will result in the identification and successful transition of individuals with physical and developmental disabilities or seniors from facilities and enhance their ability to remain in the community.

### **4. Narrative Section (25 Points)**

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

#### **a. Organizational Structure**

- Describe your organization, including its mission, and how your organization's

mission is consistent with the purpose of this RFA specifically as it pertains to the Component A: Peer Outreach and Referral or Component B: Transition Centers as applicable.

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

b. Experience and Knowledge

- Describe your organization's experience serving, in a culturally competent manner, individuals of all ages with disabilities and/or seniors who may prefer to live in their community. For applicants of the Component B: Transition Centers, this should include a discussion of your organization's experience in coordinating, in a culturally competent manner, home and community-based services needed for an individual to transition from a facility into the community, and your organization's knowledge of the principles of the most integrated setting mandate of Title II of the Americans with Disabilities Act (ADA) of 1990 and the independent living concepts of personal choice and control as well as the dignity of risk.
- For applicants of the Component B: Transition Centers, describe your organization's experience with working with discharge planners as necessary to coordinate and facilitate obtaining the home and community based services and supports necessary for a resident to transition into the community once the individual chooses to

transition.

- For applicants of the Component B: Transition Centers, describe your organization's experience in assisting individuals of all ages with disabilities and/or seniors in obtaining affordable, accessible and integrated housing and other housing related supports such as funding for security or utility deposits.
- For applicants of the Component B: Transition Centers, describe your organization's experience in providing patient-centered community readiness skill training to individuals transitioning from a facility into the community.
- For applicants of the Component A: Peer Outreach and Referral, describe your organization's experience in assisting individuals of all ages with disabilities and/or seniors by either showing a history of providing peer support or providing a plan for developing a peer based initiative.
- Describe your organization's experience with providing objective information regarding the home and community based services.
- Describe your organization's experience with developing and maintaining relationships with nursing homes, developmental centers, and ICF/IIDs staff, long term care ombudsperson around the state, entities that are authorized to provide long term care community based services, and other stakeholders.
- Describe your organization's experience in developing informational materials. This may include your organization's experience in developing marketing materials.

## **5. Work Plan (45 points)**

### **a. Component A: Peer Outreach and Referral**

**The goals for this component are:**

- GOAL 1 Ensure that interested facility residents have the information needed to make informed choices about receiving long term care support and services in a community setting.
- GOAL 2 Effectively communicate with facility discharge planners and ombudspersons the resident's desire to pursue home and community based options.
- GOAL 3 Assure that appropriate referrals are forwarded to Transition Centers.
- GOAL 4 Ensure that all individuals who enter areas where patients/clients/residents might be present are either vaccinated for the current influenza season or wear a facemask.

**The objectives to be addressed in response to this RFA for this component:**

1. Develop effective outreach material packets in consultation with DOH, OPWDD and Transition Centers.

2. Accept referrals which identify individuals currently living in facilities who have expressed an interest in transferring into a community setting.
3. Supply paid peers<sup>4</sup> to facilities with characteristics (i.e. physical and developmental disabilities and/or age) that approximate those characteristics of individuals requesting information, and where possible, who have themselves transferred from a facility setting into the community.
4. Provide training for peers and other staff in order to provide consistent message and information for those expressing an interest in transferring into a community setting and to promote a general awareness of opportunities to move into community settings.
5. Use peers to contact and provide objective information about home and community-based care options to facility residents whose names:
  - a. are identified from MDS;
  - b. are provided by DOH and OPWDD;
  - c. are referred by Transition Centers and;
  - d. self-identified; or
  - e. are referred by professional staff or family members.
6. Arrange face to face meetings between peers and potential participants unless geographic or other extenuating circumstances prevent face to face meetings.
7. Meet with potential participant within ten days of receiving referral or identify barriers to meeting with the resident. After resident expresses interest in transferring to a community setting, send referral to Transition Centers.
8. If resident agrees to a referral to a Transition Center, have resident sign and discharge planner sign (or print discharge planner's name) a referral form. Give a copy of the form to the resident and discharge planner.
9. Make appropriate referrals to Transition Centers for potential participants who have expressed an interest in transferring to a community setting (include release documentation).
10. Develop and implement strategies to address identified barriers to face to face contact with potential participants.
11. Build and maintain relationships with facility discharge planners, Transition Centers and ombudsperson.

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<sup>4</sup> It is expected by NYSDOH that peers will be paid at a rate of \$25.00 per hour. In addition, they will be compensated for travel to and from facilities when following up on referrals using standard mileage rates set forth by the IRS (<http://www.irs.gov/uac/2013-Standard-Mileage-Rates-Up-1-Cent-per-Mile-for-Business,-Medical-and-Moving>).

12. Identify barriers and develop and implement strategies to building and maintaining relationships with facility discharge planners, Transition Centers and ombudsperson.
13. Ensure that all individuals associated with your organization entering areas where patients/clients/residents might be present in Article 28, 36, or 40 regulated settings, including patient homes, will either be vaccinated for the current influenza season or will be required to wear a facemask (i.e. a surgical mask; not an N95 respirator) while in the above noted areas during the time that the Commissioner of the Department of Health declares influenza prevalent. Unvaccinated employees must wear a facemask regardless of whether they have had influenza during the current season.
14. Track all peer based outreach activities as defined by the Department.

**b. Component B: Transition Center Work Plan**

**The goals for this component are:**

- GOAL 1 Act as contract agency for all appropriate entities (including NYNH Section Q referrals) to actively solicit, generate and accept referrals.
- GOAL 2 Effectively communicate with Peer Outreach and Referral grantees in order to make and receive referrals of facility residents who have expressed interest in transferring from an institution into a community setting.
- GOAL 3 Facilitate successful transitions of MFP participants into community settings with appropriate home and community based services and supports to enable them to remain in the community.
- GOAL 4 Build effective relationships with HCBS providers, facility discharge planners, ombudspersons, MLTC plans/MCOs and other long term care stakeholders.
- GOAL 5 Ensure that all individuals who enter areas where patients/clients/residents might be present are either vaccinated for the current influenza season or wears a facemask.

**The objectives to be addressed in response to this RFA for this component:**

1. Develop and implement a plan to identify individuals residing in facility who are appropriate candidates for transferring into a community setting with HCBS services and to generate referrals.
2. Solicit, generate and accept referrals from all appropriate entities.
3. Make referrals to and interact with Peer Outreach and Referral grantees.
4. Confirm potential participant's eligibility for MFP Demonstration.
5. Ensure that informed consent and release of information forms are signed by potential participants.

6. Employ or contract with interim service coordination team (including transition specialist, nurse and clinical social worker, all of whom have successfully completed UAS training) that will:
  - provide potential participants with HCBS options;
  - participate in discharge planning;
  - coordinate with Regional Resource Development Centers (RRDCs), OPWDD's State Operations Office and Regional Office's Front Door staff, and MLTC plans/MCOs;
  - assess and develop person-centered transition service plan to be effective for the 90 day transition period (to be approved by RRDC and OPWDD), including securing qualified housing;
  - coordinate home and community services during transition period; and
  - ensure continuation of service after the transition period.
7. Work with staff from NYSDOH and OPWDD to develop and update objective materials related to home and community based services and informational material to be distributed to potential participants and facilities.
8. Provide training for interim transition specialists and other staff in order to provide consistent message and information for those expressing an interest in transferring into a community setting and to promote a general awareness among potential participants in the MFP Demonstration.
9. Provide patient-centered community readiness skill training to individuals transitioning from a facility into the community who are not already receiving similar training. Skill training is to be participant specific and designed to prepare individuals who have lived in a facility for long periods for living in the community. This training should include such things as managing money and budgeting, using transportation systems and arranging transportation to and from appointments, applying for and renewing such things as public benefit programs, making and keeping doctor appointments, etc. Funding cannot be used for services that duplicate services already being provided to the participant.
10. Provide transition counseling to individuals transitioning from a facility into the community and to their family and informal supports including family counseling, financial counseling, etc.
11. Initiate and/or conduct the baseline QoL survey and subsequent surveys at 11 and 24 months.
12. Assist Institutional settings discharge planner, as requested, with the coordination of home and community-based services and supports so that all the necessary service elements are in place for a successful transition and ability to remain in the community. Please note that this project will not supplant any existing responsibility that the discharge planner has for assisting their interested facility residents with transitioning into the community.



13. Within one month or less of attempting to make an appropriate referral to a discharge planner, identify barriers to successfully making a referral.
14. Develop and implement strategies to address identified barriers related to making referrals to discharge planners.
15. Build and maintain relationships with facility discharge planners, ombudsperson, long term care community-based stakeholders, MLTC plans/MCOs and entities that authorize or provide home and community-based services.
16. Identify barriers to building and maintaining relationships with facility discharge planners, ombudsperson, long term care community-based stakeholders, MLTC plans/MCOs and entities that authorize or provide home and community-based services.
17. Develop and implement strategies to address identified barriers related to building and maintaining relationships with facility discharge planners, ombudsperson, long term care community-based stakeholders, MLTC plans/MCOs and entities that authorize or provide home and community-based services.
18. Build and maintain knowledge about available HCBS in each region.
19. Ensure that all individuals associated with your organization entering areas where patients/clients/residents might be present in Article 28, 36, or 40 regulated settings, including patient homes, will either be vaccinated for the current influenza season or will be required to wear a facemask (i.e. a surgical mask; not an N95 respirator) while in the above noted areas during the time that the Commissioner of the Department of Health declares influenza prevalent. Unvaccinated employees must wear a facemask regardless of whether they have had influenza during the current season.
20. Tracking and reporting requirements to be defined by the Department.

**6. Budget/Cost Sheet (30 points)**

Applicants should submit a 12 month budget (year one) with a presumed begin date of April 1, 2014; including a breakdown by expenditure category for each region listed in Table 1 (use Attachment 5). Provide a narrative justification for each budgeted cost documented on Attachment 5. All costs must be related to the provision of the contracted services and must be reasonable and cost effective.

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

**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 (not including the cover page, budget and attachments), using a 12-point font or larger and one inch margins. The value assigned to each section is an indication of the relative weight that will be given when scoring

your application.

<b>Application Section</b>	<b>Maximum Score in Points</b>
Narrative Section	25
Work Plan	45
Budget Forms	30
<b>TOTAL</b>	<b>100 Points</b>

### **C. Review & Award Process**

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH and OPWDD. The highest scoring applicant for each component (Component A: Peer Outreach and Referral / Component B: Transition Center) will receive the award.

The minimum passing score is 70. In the event of a tie score, the scores on the individual application will be compared in the following order:

- Component A: Peer Outreach and Referral – (1) Goal 1 related objectives, (2) organization mission, (3) structure/staff commitment related objectives.
- Component B: Transition Centers - (1) Goal 3 related objectives, (2) organization mission, (3) structure/staff commitment related objectives.

The applicant with the highest score on the first section where there is a difference will be considered the winner of the tie. In the event that all individual section receives identical scores, another reviewer will be chosen from NYSDOH and OPWDD to review the tied applications and rank them based on the same criteria used in the scoring process.

Applications submitted after the due date, or by applicant agencies that do not meet the above stated eligibility requirements will not be reviewed. Applications failing to provide all response requirements or failing to follow the prescribed format may be removed from consideration or points may be deducted.

Applications will be reviewed using an objective rating system reflective of the required items specified for each section. The review process may be followed by a quality assurance review to ensure that all review standards were uniformly applied. The reviewers will consider the clarity of the application and responsiveness to the requirements described in the RFA in scoring each application.

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

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

In the event unsuccessful applicants wish to protest the award resulting from this RFA, applicants should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at <http://www.osc.state.ny.us/agencies/guide/MyWebHelp>.

## **VI. Attachments**

*Attachment 1: New York State Master Grant Contract*

*Attachment 2: Letter of Interest Format*

*Attachment 3: Application Coversheet*

*Attachment 4: Budget Instructions*

*Attachment 5: Application Budget Forms*

*Attachment 6: Applicant Attestation*

*Attachment 7: Vendor Responsibility Attestation*

*Attachment 8: Minimum Data Set Data Use*

*Attachment 9: Addendum to MDS Data Use Agreement*

*Attachment 10: Work Plan Instructions*

*Attachment 11: Work Plan Template*

*Attachment 12: M/WBE Forms*

# **Attachment 1**

NYS Master Grant Contract

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

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

Contract Number: # \_\_\_\_\_

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

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

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

**ATTACHMENTS PART OF THIS AGREEMENT:**

- Attachment A:
  - A-1 Program Specific Terms and Conditions
  - A-2 Federally Funded Grants
  
- Attachment B:
  - B-1 Expenditure Based Budget
  - B-2 Performance Based Budget
  - B-3 Capital Budget
  - B-1(A) Expenditure Based Budget (Amendment)
  - B-2(A) Performance Based Budget (Amendment)
  - B-3(A) Capital Budget (Amendment)
  
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

Contract Number: # \_\_\_\_\_

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

CONTRACTOR:

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

By: \_\_\_\_\_

Printed Name

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

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

STATE AGENCY:

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

By: \_\_\_\_\_

Printed Name

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

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

STATE OF NEW YORK

County of \_\_\_\_\_

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

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

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

Printed Name

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

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

STATE COMPTROLLER'S SIGNATURE

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

Printed Name

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

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

Contract Number: # \_\_\_\_\_

**STATE OF NEW YORK  
MASTER CONTRACT FOR GRANTS**

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

**WITNESSETH:**

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

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

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

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

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

**B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

Contract Number: # \_\_\_\_\_



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

**C. Order of Precedence:**

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

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

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

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

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

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

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

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

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

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

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

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
  - a) by certified or registered United States mail, return receipt requested;
  - b) by facsimile transmission;
  - c) by personal delivery;
  - d) by expedited delivery service; or
  - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

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

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

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

**M. Indemnification:** The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

**P. No Arbitration:** Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**Q. Secular Purpose:** Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

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

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>3</sup>

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

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

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

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

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

## II. TERM, TERMINATION AND SUSPENSION

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

**B. Renewal:**

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

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

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

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

## **C. Termination:**

### **1. Grounds:**

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

### **2. Notice of Termination:**

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

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

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

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

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

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

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

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

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

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

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

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

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

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

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

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

### **III. PAYMENT AND REPORTING**

#### **A. Terms and Conditions:**

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



## **B. Advance Payment and Recoupment:**

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

## **C. Claims for Reimbursement:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- h) Fifth Quarter Payments:<sup>8</sup> Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
  4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
  5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
  6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
  7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

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

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

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

#### **E. Refunds:**

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

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

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

#### **G. Program and Fiscal Reporting Requirements:**

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

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

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

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

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

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

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

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

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

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

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

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

#### **H. Notification of Significant Occurrences:**

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

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

**B. Subcontractors:**

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

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

**C. Use Of Material, Equipment, Or Personnel:**

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

**D. Property:**

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



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

**E. Records and Audits:**

**1. General:**

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

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

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

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

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

## **2. *Cost Allocation:***

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

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

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

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

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**G. Publicity:**

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

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

**I. Non-Discrimination Requirements:** Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**K. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

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

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

**L. Workers' Compensation Benefits:**

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

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

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

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

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

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

**N. Vendor Responsibility:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**P. Consultant Disclosure Law:**<sup>9</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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<sup>9</sup> Not applicable to not-for-profit entities.



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

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

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

**B. Prohibition on Purchase of Tropical Hardwoods:**

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

2. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**C. MacBride Fair Employment Principles:** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the

MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**D. Omnibus Procurement Act of 1992:** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development

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

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

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

- G.** The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

**H. Administrative Rules and Audits:**

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

b) For a nonprofit organization other than

(i) an institution of higher education,

(ii) a hospital, or

(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

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

d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

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

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

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

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

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

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

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

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

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

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

**L.** The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

**M.** The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

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

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

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

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

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

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

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

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

**O.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

**P.** All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

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

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

**<< Insert Address >>**

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

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

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

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

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

**State of New York Department of Health**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

**Insert Vendor/Grantee Name Here**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

**Part B. Program Specific Clauses**

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

<<    **OR**    >>

Attachment A-1 Part B intentionally omitted.

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
SUMMARY**

PROJECT NAME: \_\_\_\_\_

CONTRACTOR SFS PAYEE NAME: \_\_\_\_\_

CONTRACT PERIOD: From: \_\_\_\_\_

To: \_\_\_\_\_

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



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

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

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

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

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

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

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

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

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

**ATTACHMENT C – WORK PLAN  
SUMMARY**

PROJECT NAME: \_\_\_\_\_

CONTRACTOR SFS PAYEE NAME: \_\_\_\_\_

CONTRACT PERIOD:                      From: \_\_\_\_\_

  To: \_\_\_\_\_

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

Contract Number: # \_\_\_\_\_

**ATTACHMENT C – WORK PLAN  
DETAIL**

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

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

Contract Number: # \_\_\_\_\_

**ATTACHMENT D  
PAYMENT AND REPORTING SCHEDULE**

**I. PAYMENT PROVISIONS**

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

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

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

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

**B. Interim and/or Final Claims for Reimbursement**

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement  
Due date \_\_\_\_\_
- Monthly Reimbursement  
Due date \_\_\_\_\_
- Biannual Reimbursement  
Due date \_\_\_\_\_
- Fee for Service Reimbursement  
Due date \_\_\_\_\_



- Rate Based Reimbursement  
Due date \_\_\_\_\_
- Fifth Quarter Reimbursement  
Due date \_\_\_\_\_
- Milestone/Performance Reimbursement  
Due date/Frequency \_\_\_\_\_
- Scheduled Reimbursement  
Due date/Frequency \_\_\_\_\_

## II. REPORTING PROVISIONS

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

- Narrative/Qualitative Report  
The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract
- Statistical/Quantitative Report  
The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report  
The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report  
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than \_\_\_\_\_ days after the end of the contract period.
- Consolidated Fiscal Report (CFR)<sup>1</sup>  
The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

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

**B. Progress-Based Reports**

1. Progress Reports

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

2. Final Progress Report

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

**C. Other Reports**

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

**TABLE I – REPORTING SCHEDULE**

PROGRESS REPORT #	PERIOD COVERED	DUE DATE

# Attachment 2

## Sample

Letter of Intent/Interest

DOH Contact: Luci M. Wilson, Project Coordinator

DOH Address: Division of Long Term Care  
New York State Department of Health  
Empire State Plaza  
Corning Tower, Room 1911  
Albany, NY

Re: RFA # 1401070924

RFA Title: Money Follows the Person Demonstration  
Component A: Peer Outreach and Referral Component B:  
Transition Centers

Dear \_\_\_\_\_:

This letter is to indicate our interest in the above Request for Applications (RFA):

**COMPONENT:**

A. Peer Outreach and Referral

B. Transition Centers

If submitting applications for both components, applicant will accept contract for only one of the components<sup>5</sup>

Yes  No

and to request: *(please check one)*

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sincerely,

\_\_\_\_\_

<sup>5</sup> Separate applications must be submitted for each component. Organizations submitting applications for both components **must** indicate if they will accept a contract for only one of the components if they are not the successful applicant on both contracts.

# Attachment 3

## NEW YORK STATE DEPARTMENT OF HEALTH GRANT APPLICATION SUMMARY FORM

RFA # 1401070924

(Please submit a separate form for each contract application.)

<b>PROGRAM</b> MFP Demonstration Project	<b>COMPONENT:</b> A. Peer Outreach and Referral <input type="checkbox"/> B. Transition Centers <input type="checkbox"/> If submitting applications for both components, applicant will accept contract for only one of the components <sup>6</sup> <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
<b>Lead Applicant</b>	
<b>1. TITLE OF PROJECT (PROGRAM)</b>	
<b>2. NAME AND ADDRESS OF APPLICANT</b> e-Mail _____ Web-site _____	
<b>3.VENDOR IDENTIFICATION NUMBER</b> _____	<b>6. BUDGET PERIOD</b>
<b>4. NOT-FOR-PROFIT STATUS</b> Yes <input type="checkbox"/> No <input type="checkbox"/> <b>NYS Charity Registration Number</b> _____	<b>7. AMOUNT REQUESTED FOR BUDGET PERIOD</b> _____
<b>5. DIRECTOR OF PROJECT</b> (Program or Center Director, Coordinator or Principal Investigator) <b>NAME</b> <b>TITLE</b> <b>OFFICE TELEPHONE</b> <b>OFFICE FAX NUMBER</b> <b>e-Mail Address</b>	<b>8. FINANCIAL MANAGEMENT OFFICIAL</b> <b>NAME</b> <b>TITLE</b> <b>OFFICE TELEPHONE</b> <b>OFFICE FAX NUMBER</b> <b>e-Mail Address</b>

<sup>6</sup> Separate applications must be submitted for each component. Organizations submitting applications for both components **must** indicate if they will accept a contract for only one of the components if they are not the successful applicant on both contracts.

## Attachment 4

### Instructions for Completion of Budget Forms

Complete all required budget pages.

#### Summary Budget

- **Project Name** – enter either ‘Component A: Peer Outreach and Referral’ or ‘Component B: Transition Center’.
- **Contractor SFS Payee Name** – Enter official contractor name listed on Statewide Financial System (SFS). If you do not have an SFS Contractor name, please enter the official name of the organization. (Contractor will be required to have a Statewide Financial System (SFS) Payee Name at time of Contract Award)
- **Contract Period** – “From” is the anticipated start date of this contract (April 1, 2014) and “To” is the end date of the contract (March 31, 2017).
- **Table 1, Summary**
  - **Grant Funds** – based on information entered into major budget categories found on subsequent tables. These categories include:
    - **Salaries**
    - **Fringe Benefits**
    - **Contractual Services**
    - **Travel**
    - **Equipment**
    - **Space, Property and utilities**
    - **Operating Expenses**
    - **Other**
- **Table 2, Personal Service Detail**
  - Please include all positions for which you are requesting reimbursement on this page. If you wish to show in-kind positions, they may also be included on this page.
    - **Position Title:** For each position, indicate the title along with the incumbent’s name. If a position is vacant, please indicate “TBD” (to be determined).

## Attachment 4

- Annualized Salary Per Position: For each position, indicate the total annual salary regardless of funding source.
- Standard Work Week (Hours): For each position, indicate the number of hours worked per week regardless of funding source.
- Percent of Effort Funded: For each position, indicate the percent effort devoted to the proposed project.
- Number of Months Funded: For each position, indicate the number of months funded on the proposed project.
- Total: The total funding requested is based on annualized salary, hours worked, percent effort and months funded for each position.
- **Fringe Benefits** – On the bottom of Table 2, please fill in the requested information on fringe benefits based on your last audited financial statements. Also, please indicate the amount and rate requested for fringe benefits in this proposed budget. If the rate requested in this proposal exceeds the rate in the financial statements, a brief justification must be attached.

- **Table 3, Contractual Services**

Please indicate any services for which a subcontract or consultant will be used. Include an estimated cost for these services. Please include a written justification.

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

- **Table 4, Travel**

Please indicate estimated travel costs for the contract period. Please include a written justification. Include number of staff, titles of staff and volunteer estimated travel costs (including transportation, lodging and meals) and purpose of travel.

- **Table 5, Equipment**

Please indicate estimated equipment costs for this project. Please include a written justification. Provide a delineation of each piece of equipment that includes the estimated cost, the personnel on the budget for whom the equipment is earmarked, a justification of need, and a justification of the amount requested to be reimbursed by NYS. Explanations should be more detailed if the equipment is unique or if special features are included that constitute a higher cost. Additionally, each item, the cost of which is reimbursed with "Equipment" line funds, must be reported on the Equipment Inventory Report at the end of the contract year.

## Attachment 4

- **Table 6, Space/Property Expense: Rent – Type/Description**  
**Space/Property Expense: Owned – Type/Description**  
**Type/Description of Utility Expenses**

- If reporting rental expense, there are alternate methods for determining the amount of rent that can be reimbursed under this contract. One method uses square footage, the other FTE information. Please choose the method that is most applicable:

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

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

- If reporting on owned property, please indicate amount that represents staff usage for this project.
- Utility expense, please indicate amount that represents staff usage for this project.

- **Table 7, Operating Expenses - Type/Description**

Please indicate any operating expenses for this contract. Operating expenses may include supplies, insurance, and any other miscellaneous costs. Please include a written justification.

- **Table 8, –Other - Type/Description**

Please indicate the estimated “other” costs requested. Other expenses include indirect costs. Please note that indirect costs are limited to 10% of direct costs. Please include a written justification including the requested rate.



**ATTACHMENT 5**

**EXPENDITURE BASED BUDGET  
SUMMARY**

PROJECT NAME: \_\_\_\_\_

CONTRACTOR SFS PAYEE  
NAME: \_\_\_\_\_

CONTRACT PERIOD From: \_\_\_\_\_

To: \_\_\_\_\_

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$ -	\$ -	0.00%	\$ -	\$ -
b) Fringe	\$ -	\$ -	0.00%	\$ -	\$ -
<b>Subtotal</b>	\$ -	\$ -	0.00%	\$ -	\$ -
2. Non Personal Services					
a) Contractual Services	\$ -	\$ -	0.00%	\$ -	\$ -
b) Travel	\$ -	\$ -	0.00%	\$ -	\$ -
c) Equipment	\$ -	\$ -	0.00%	\$ -	\$ -
d) Space/Property & Utilities	\$ -	\$ -	0.00%	\$ -	\$ -
e) Operating Expenses	\$ -	\$ -	0.00%	\$ -	\$ -
f) Other	\$ -	\$ -	0.00%	\$ -	\$ -
<b>Subtotal</b>	\$ -	\$ -	0.00%	\$ -	\$ -
<b>TOTAL</b>	\$ -	\$ -	0.00%	\$ -	\$ -

**ATTACHMENT 5**

**EXPENDITURE BASED BUDGET  
PERSONAL SERVICES DETAIL**

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

**ATTACHMENT 5**

**EXPENDITURE BASED BUDGET  
NON-PERSONAL SERVICES DETAIL**

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

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

**ATTACHMENT 5**

**EXPENDITURE BASED BUDGET**

<b>EQUIPMENT - TYPE/DESCRIPTION</b>	<b>TOTAL</b>
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
<b>TOTAL</b>	
<b>SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION</b>	<b>TOTAL</b>
1.	
2.	
3.	
<b>TOTAL</b>	
<b>SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION</b>	<b>TOTAL</b>
1	
2	
3	
<b>TOTAL</b>	
<b>TYPE/DESCRIPTION OF UTILITY EXPENSES</b>	<b>TOTAL</b>
1.	
2.	
3.	

ATTACHMENT 5

<b>TOTAL</b>
--------------

**EXPENDITURE BASED BUDGET**

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

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

**ATTACHMENT 5**

PROJECT NAME: 0

CONTRACTOR SFS PAYEE NAME: 0

CONTRACT PERIOD: From: 1/0/2000

To: 1/0/2000

CATEGORY OF EXPENSE		BUDGETED	JUSTIFICATION
<b>1. Personal Services</b>			
a) Salary			
1.	0	\$0	
2.	0	\$0	
3.	0	\$0	
4.	0	\$0	
5.	0	\$0	
6.	0	\$0	
7.	0	\$0	
8.	0	\$0	
9.	0	\$0	
10.	0	\$0	
11.	0	\$0	
12.	0	\$0	
13.	0	\$0	
14.	0	\$0	
15.	0	\$0	

**ATTACHMENT 5**

CATEGORY OF EXPENSE	BUDGETED	JUSTIFICATION
b) Fringe		
<b>Personal Services Subtotal</b>	<b>\$0</b>	
<b>2. Non Personal Services</b>		
a) Contractual Services		
1. 0	\$0	
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
5. 0	\$0	
6. 0	\$0	
7. 0	\$0	
8. 0	\$0	
b) Travel		
1. 0	\$0	
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
5. 0	\$0	
6. 0	\$0	
7. 0	\$0	
8. 0	\$0	
c) Equipment		
1. 0	\$0	
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
5. 0	\$0	
6. 0	\$0	
7. 0	\$0	

**ATTACHMENT 5**

8. 0	\$0	
<b>CATEGORY OF EXPENSE</b>	<b>BUDGETED</b>	<b>JUSTIFICATION</b>
9. 0	\$0	
10. 0	\$0	
d) Space/Property & Utilities		
Rent		
1. 0	\$0	
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
5. 0	\$0	
Own		
1. 0	\$0	
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
5. 0	\$0	
Utilities		
1. 0	\$0	
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
5. 0	\$0	
e) Operating Expenses		
1. 0	\$0	
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
5. 0	\$0	
6. 0	\$0	
7. 0	\$0	



**ATTACHMENT 5**

8. 0	\$0	
<b>CATEGORY OF EXPENSE</b>	<b>BUDGETED</b>	<b>JUSTIFICATION</b>
f) Other		
1. 0	\$0	
2. 0	\$0	
3. 0	\$0	
4. 0	\$0	
5. 0	\$0	
6. 0	\$0	
7. 0	\$0	
8. 0	\$0	
<b>Non Personal Services Subtotal</b>	<b>\$0</b>	
<b>TOTAL</b>	<b>\$0</b>	

ATTACHMENT 6

**Applicant Attestation**

(Must be attached to application packet)

I certify that the information provided is correct. I certify that my organization is a licensed 501(C)(3) not-for-profit and meets the minimum eligibility requirements outlined in the RFA. I understand and agree that, at any time, the State may review all employer records and documentation necessary to ensure compliance with the requirements of the demonstration and that any monies found to have been expended which are not in compliance with the terms and conditions of the grant may be recouped by the State. The applicant further agrees to comply with the requirements of the RFA including all attachments.

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

ATTACHMENT 7

## Vendor Responsibility Attestation

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

**Choose one:**

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.
- A hard copy Vendor Responsibility Questionnaire is included with this application and is dated within the last six months.
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: \_\_\_\_\_

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

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

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

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

**ATTACHMENT 8**

**Minimum Data Set Data Use Agreement**

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

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

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

Directions for the completion of the agreement follow:

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

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

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

## DATA USE AGREEMENT

DUA #

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

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

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

Name of Study/Project

CMS Contract No. (if applicable)

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

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

5. The following CMS data file(s) is/are covered under this Agreement.

File	Years(s)	System of Record

6. The parties mutually agree that the aforesaid files(s) (and/or any derivative file(s)), including those files that directly identify individuals or that directly identify bidding firms and/or such firms' proprietary, confidential or specific bidding information, and those files that can be used in concert with other information to identify individuals, may be retained by the User until \_\_\_\_\_, hereinafter known as the "Retention Date." The User agrees to notify CMS within 30 days of the completion of the purpose specified in section 4 if the purpose is completed before the aforementioned retention date. Upon such notice or retention date, whichever occurs sooner, the User agrees to destroy such data. The User agrees to destroy and send written certification of the destruction of the files to CMS within 30 days. The User agrees not to retain CMS files or any parts thereof, after the aforementioned file(s) are destroyed unless the appropriate Systems Manager or the person designated in section 20 of this Agreement grants written authorization. The User acknowledges that the date is not contingent upon action by CMS.

The Agreement may be terminated by either party at any time for any reason upon 30 days written notice. Upon notice of termination by User, CMS will cease releasing data from the file(s) to the User under this Agreement and will notify the User to destroy such data file(s). Sections 3, 4, 6, 8, 9, 10, 11, 13, 14 and 15 shall survive termination of this Agreement.

7. The User agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security requirements established by the Office of Management and Budget (OMB) in OMB Circular No. A-130, Appendix III--Security of Federal Automated Information Systems (<http://www.whitehouse.gov/omb/circulars/a130/a130.html>) as well as Federal Information Processing Standard 200 entitled "Minimum Security Requirements for Federal Information and Information Systems" (<http://csrc.nist.gov/publications/fips/fips200/FIPS-200-final-march.pdf>); and, Special Publication 800-53 "Recommended Security Controls for Federal Information Systems" (<http://csrc.nist.gov/publications/nistpubs/800-53-Rev2/sp800-53-rev2-final.pdf>). The User acknowledges that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable, bidder identifiable or deducible information derived from the file(s) specified in section 5 is prohibited. Further, the User agrees that the data must not be physically moved, transmitted or disclosed in any way from or by the site indicated in section 17 without written approval from CMS unless such movement, transmission or disclosure is required by a law.

8. The User agrees to grant access to the data to the authorized representatives of CMS or DHHS Office of the Inspector General at the site indicated in section 17 for the purpose of inspecting to confirm compliance with the terms of this agreement.

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

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

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

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

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



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

---

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

---

Company/Organization

---

Street Address

City	State	ZIP Code
Office Telephone <i>(Include Area Code)</i>		E-Mail Address <i>(If applicable)</i>
Signature		Date

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

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

---

Name of Custodian *(typed or printed)*

---

Company/Organization

---

Street Address

City	State	ZIP Code
Office Telephone <i>(Include Area Code)</i>		E-Mail Address <i>(If applicable)</i>
Signature		Date

18. The disclosure provision(s) that allows the discretionary release of CMS data for the purpose(s) stated in section 4 follow(s). (To be completed by CMS staff.) \_\_\_\_\_

19. On behalf of \_\_\_\_\_ the undersigned individual hereby acknowledges that the aforesaid Federal agency sponsors or otherwise supports the User's request for and use of CMS data, agrees to support CMS in ensuring that the User maintains and uses CMS's data in accordance with the terms of this Agreement, and agrees further to make no statement to the User concerning the interpretation of the terms of this Agreement and to refer all questions of such interpretation or compliance with the terms of this Agreement to the CMS official named in section 20 (or to his or her successor).

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

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

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

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

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

**ATTACHMENT 9**

**Addendum to Minimum Data Set Data Use Agreement**

## ADDENDUM TO DATA USE AGREEMENT (DUA)

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

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

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

Street Address

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

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

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

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

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

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

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

Street Address

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

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

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

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

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

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

## ATTACHMENT 10

### Work Plan Instructions

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

- Program Objectives/Tasks/Action Steps – this section defines the work of the project and will include activities or specific tasks to meet the objectives and defined requirements for each goal for the Component A: Peer Outreach and Referral and for Component B: Transition Centers as appropriate. This section must be completed by the applicant.
- Target Date/Performance Measures/Progress to Date – this section will include the dates for assessing progress. Timeframes should include regularly scheduled, periodic check-in points for assessing progress in addition to start and end dates. These established timeframes must be used to help organize activities. This section must be completed by the applicant.

The contractor's quarterly reports detailing achievement of scheduled work plan benchmarks will form the basis by which submitted vouchers for contracted services are evaluated for payment.

Note: The Budget Category/Deliverable column on the Work Plan should be left blank.

**ATTACHMENT 11**

**WORK PLAN  
SUMMARY**

PROJECT NAME: \_\_\_\_\_

CONTRACTOR SFS PAYEE NAME: \_\_\_\_\_

CONTRACT PERIOD: From: \_\_\_\_\_

To: \_\_\_\_\_

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

**ATTACHMENT 11**

**WORK PLAN  
DETAIL**

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

**ATTACHMENT 11**

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**WORK PLAN  
DETAIL**

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



**ATTACHMENT 11**

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**WORK PLAN  
DETAIL**

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

**ATTACHMENT 11**

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## ATTACHMENT 12

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

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

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

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

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

Any questions regarding completion of these forms can be sent to [jae11@health.state.ny.us](mailto:jae11@health.state.ny.us).

**ATTACHMENT 12**

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

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

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

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**PROJECTED MWBE USAGE**

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

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

**ATTACHMENT 12**

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

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

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

**ATTACHMENT 12**

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

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

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

**ATTACHMENT 12**

**MWBE Form #2**

**MWBE UTILIZATION WAIVER REQUEST**

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

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

**Include attachments below to evidence good faith efforts:**

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

**Section 4: Signature and Contact Information**

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

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

Submitted by: \_\_\_\_\_

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

\_\_\_\_\_  
(Signature) / (Date)