



**Office for
the Aging**

NEW YORK STATE OFFICE FOR THE AGING

REQUEST FOR APPLICATIONS

**Classic Naturally Occurring Retirement Community
(Classic NORC) Program
and
Neighborhood Naturally Occurring Retirement Community
(Neighborhood NORC) Program**

Date of Issuance – December 9, 2016

**Andrew M. Cuomo
Governor**

**Greg Olsen
Acting Director**

**Classic Naturally Occurring Retirement Community Program
Neighborhood Naturally Occurring Retirement Community Program**

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IMPORTANT INFORMATION FOR PROSPECTIVE APPLICANTS

Introduction and Background:

Classic and neighborhood NORC programs, collectively known as the NORC program, coordinate a broad range of health and social services to help support older residents to age in their own homes and they utilize the strength of the older residents in the design, implementation, and prioritization of services and activities. The intent of the NORC program is to facilitate and integrate the health and social services already available in the community, as well as organize those necessary to help meet the goal of enabling older adults to remain at home. The overarching goal of a NORC program is to maximize the health of its community. NORC programs are proactive in their approach, seeking to expand and strengthen the connections older adults have in and to their communities before a crisis occurs.

NORC programs operate through multi-disciplinary partnerships and represent a mix of public and private entities and provide on-site services and activities. At the core of each partnership are social service and health care providers; housing managers or representatives of neighborhood associations; and, most important, the community's residents, especially its older residents. These core partners connect to many other stakeholders in a community – typically, local businesses; civic, religious, and cultural institutions; public and private funders; and local police and other public safety agencies. By harnessing these resources for a common interest, NORC programs help to transform the community into a good place in which to grow old.

In addition to supporting older residents to age successfully, the NORC program models also promote community change. It offers new opportunities to 1) empower older adults to take on new roles in shaping communities that work for them, 2) weave a tighter social fabric and foster connections among residents, and 3) maximize the well-being of all older adults in the NORC program. A NORC program is built from the ground up, in response to what it learns about the community after assessing that community. Inevitable challenges to healthy aging often include environmental factors, social factors, health and social service gaps, transportation problems, lack of infrastructure, or a frayed social fabric. A NORC program identifies strengths to be harnessed and they are positioned to design and implement a responsive program that integrates: community engagement (i.e. education programming, community action initiatives, and opportunities for older adults to take on new roles), social work services provided to individuals, caregivers, and groups of older adults and health care related services addressing both individual health management needs and the health of the community.

Through this Request for Applications (RFA) the New York State Office for the Aging (henceforth referred to as “NYSOFA” or the “State”) seeks applications from eligible not-for-profit organizations (henceforth referred to as “applicant”) to provide services to older adults, aged 60 and older, residing in areas which may qualify as classic NORCs and neighborhood NORCs. **If your organization intends to apply to operate both a classic and neighborhood NORC or more than one classic or neighborhood NORC, a separate application will need to be submitted for each proposed project.**

NYSOFA anticipates a maximum of 12 Applicants will be selected to operate classic NORC programs and an additional maximum of 12 Applicants will be selected to operate neighborhood NORC programs. The maximum award for classic NORC programs will be \$200,000. The minimum award for neighborhood NORC programs will be \$60,000. As mandated by NYS Elder Law 209 (1)(e)(1-4) for classic NORC programs and NYS Elder Law 209 (1)(f)(1-4) for neighborhood NORC programs, there are specific eligibility requirements that must be met for organizations to qualify as applicants as well as to qualify as housing entities or neighborhoods to be served. Applications will be considered only if the requirements for both the applicant and the classic NORC or neighborhood NORC service area (see Applicant Mandatory Minimum Qualifications below and Part I, 5 – Eligible Applicants) are met.

As stated in NYS Elder Law 209 (4-b), priority shall be given to any applicant that is proposing to serve a project area that is already designated as a classic or neighborhood NORC. The State intends to fund programs in different areas throughout the state, however, the final results will be determined by the amount of funding available and content of the applications received.

Applications must demonstrate an understanding that NORC programs are community organizing programs with the goal of creating a supportive community in an organized and integrated setting and builds upon the strengths and aspirations of the residents. A wide range of services that will help older adult residents maintain their independence, improve their quality of life, and maximize their well-being should be provided and must include the priority services of:

- case management
- information and assistance
- healthcare management
- healthcare assistance and monitoring
- health indicators

- health promotion

Additional optional services should include a wide range of other services that match the varied needs and interests of all older adults in the community. Optional services include, but are not limited to, assisted transportation, personal care level I (housekeeping/chore), personal care level II (home care), counseling, telephone reassurance, shopping assistance, friendly visiting, residential repair and maintenance, personal emergency response system (PERS), education/recreation groups, support groups, individual and/or group transportation, and outreach. The Applicant must have conducted a needs assessment to determine what services will be provided. When considering services to be provided, applicants should be aware that the provision of certain services, such as personal care or nursing, may subject the applicant and/or its subcontractors to licensing/certification requirements of State agencies (e.g. Department of Health, NYSOFA).

There is also a matching funds requirement (see Appendix 1 – Policy for Matching Funds Requirement). Applicants selected for funding will be required to provide matching funds of at least twenty-five percent (25%) of the state funding that is awarded. At least fifty percent (50%) of the total match must be contributed by the housing development governing body or other owners or managers and residents of the apartment buildings and housing complexes (classic NORC), or geographical area in which the project is proposed (neighborhood NORC), unless a waiver is requested and approved by the State (see Appendix 2 – Waiver of Housing or Community Matching Requirement).

APPLICANT MANDATORY MINIMUM QUALIFICATIONS

All applicants must fulfill all of the following mandatory minimum qualifications:

1. The Applicant must be a not-for-profit agency specializing in housing, health or other human services which serves or would serve the community within which a naturally occurring retirement community is located.
2. The proposed service area for a **classic NORC** must be an apartment building or housing complex which:
 - Was not predominantly built for older adults;
 - Does not restrict admissions solely to older adults;
 - At least forty percent of the units have an occupant who is an older adult; **AND** in which at least two hundred fifty of the residents of an apartment building are older adults or five hundred residents of a housing complex are older adults; and
 - A majority of the older adults to be served are low or moderate income, as defined by the United States Department of Housing and Urban Development.

OR

The proposed service area for a **neighborhood NORC** must be a residential dwelling or group of residential dwellings in a geographically defined neighborhood or group of contiguous neighborhoods (the boundaries of which are clear and coherent and create an identifiable program) which:

- Was not predominantly developed for older adults;
- Does not predominantly restrict admission to older adults;
- **In a non-rural area***, has at least thirty percent of the residents who are older adults or the units have an occupant who is an older adult; or **in a rural area****, has at least twenty percent of the residents who are older adults or the units have an occupant who is an older adult; and
- Is made up of low-rise buildings six stories or less and/or single and/or multi-family homes without common ownership, provided, however, that apartment buildings and housing complexes may be included in rural areas.

*Non-rural areas is defined as any county, city, or town that has a population or population density greater than that which defines a rural area

**Rural area is defined as counties within the state having a population of less than two hundred thousand persons including the municipalities, individuals, institutions, communities, programs, and such other entities or resources as are found therein; or, in counties with a population density of less than one hundred and fifty persons per square mile including the villages, individuals, institutions, communities, programs, and such other entities or resources as are found therein.

3. The Applicant must provide matching funds of at least twenty-five percent (25%) of the state funding that is awarded as explained above.
4. The Applicant is prequalified in Grants Gateway at the time and date that the application is due.

PART I: GENERAL INFORMATION FOR APPLICANTS

1. MISSION STATEMENTS

The mission of NYSOFA is to help older New Yorkers to be as independent as possible for as long as possible through advocacy, development and delivery of person-centered, consumer-oriented, and cost-effective policies, programs and services which support and empower the older adults and their families, in partnership with the network of public and private organizations which serve them.

The mission of the classic and neighborhood NORC programs is to facilitate and integrate the health and social services already available in the community, as well as coordinate necessary supports to help meet the goal of enabling older adults to remain at home.

2. STATEMENT OF PURPOSE

NYSOFA seeks to create a naturally occurring retirement community (classic NORC) program and a neighborhood naturally occurring retirement community (neighborhood NORC) program that coordinate a broad range of health and social services to help support older residents to age in their own homes.

3. CONFLICT OF INTEREST

Successful applicants who enter into a contract with NYSOFA shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the Contractor fully performing its obligations under this Contract.

Additionally, the Contractor acknowledges that, in governmental contracting, even the appearance of a conflict of interest is harmful to the interests of the State. Thus, the Contractor agrees to refrain from any practices, activities, or relationships that could appear to be in conflict with the Contractor's fully performing its obligations to NYSOFA under the terms of this Contract.

In the event the Contractor is uncertain whether the appearance of a conflict of interest may exist, the Contractor shall submit to NYSOFA a full disclosure statement setting forth the relevant details for NYSOFA's consideration and direction. Failure to promptly submit a disclosure statement or to follow NYSOFA's direction in regard to the apparent conflict may be grounds for termination of the Contract.

4. ISSUING OFFICE

This RFA is issued by NYSOFA which shall be the sole contact for information regarding its content.

5. ELIGIBLE APPLICANTS

The Applicant must be a not-for-profit agency specializing in housing, health or other human services which serves or would serve the community within which a naturally occurring retirement community is located. It is not required that the Applicant agency be the sole provider of NORC services, but it is required that the Applicant agency at a minimum actively manage the provision of such services.

6. CONTRACT PERIOD

The contract period shall be for a five (5) year period, commencing on **1/1/18** and ending **12/31/22**. When completing the budget pages and associated worksheets as found in Part III-2 and 3, please prepare the budget for the first year of the five (5) year contract.

7. ANTICIPATED ANNUAL BUDGET AND FUNDING FROM STATE FUNDS

It is anticipated that the 2017-18 State Budget will include funding for the classic and neighborhood NORC program. The final allocation amounts are subject to the enactment of the State Budget. The availability of funding, including any potential increases in funding, during the subsequent years of the contract are not guaranteed. The contract award is contingent upon the availability of sufficient program funding from New York State in the initial year and subsequent years of the contract period.

Applicants are to complete the application budget pages (Attachment B-1) and associated worksheets in the Grants Gateway Expenditure Budget section. The revenue worksheet must reflect all other sources of funding for the NORC

program for the initial year of the contract period. The total expenditures included in an applicant's budget MUST equal the grant funds requested in addition to the total program support included on the revenue worksheet. Applicants are also required to complete the administrative worksheet included in the Grants Gateway budget documents. Administrative costs may not exceed 15% of the total contract amount.

Successful applicants will be required to provide matching funds equivalent to twenty-five percent of the total award amount in cash, in-kind support, or some combination thereof (see Appendix 1 – Policy for Matching Funds Requirements for more information regarding allowable match). Applicants are required to complete the match worksheet included in the Grants Gateway budget documents. The match requirement applies to all years of the grant. At least fifty percent of the required match amount must be contributed by the housing development governing body or other owners or managers and residents of the apartment buildings and housing complexes, or geographically defined area, in which the project is proposed. Programs may request that NYSOFA waive part of the matching funds required by the housing development governing body or other owners or managers and residents of the apartment buildings and housing complexes, or geographically defined area in which the project is proposed; however, the total matching funds requirement must still be met from other allowable sources (see Appendix 2 – Request for Waiver of Matching Funds Requirements for more information).

8. TIME TABLE*

12/09/16	Release of Request for Applications
12/30/16	Last date to submit questions regarding RFA
01/23/17	Answers to questions issued/posted
02/03/17	Last date to submit Letter of Intent
03/03/17	Application packages must be received by 4:00 p.m. this date. Please see Part I -12 for more detail regarding submission of applications.
05/15/17	Anticipated date to notify successful applicant
01/01/18	Contracts commence
12/31/22	Contracts end

* NYSOFA RESERVES THE RIGHT TO REVISE ANY OF THESE DATES, AS NECESSARY.

9. QUESTIONS CONCERNING THE RFA

Prospective applicants may submit written questions to **Barbara Allison**, who is the designated contact, by e-mail to Barbara.Allison@aging.ny.gov or by fax to **(518) 474-7949** starting on 12/01/16 and no later than **5 PM, 12/30/16**. No telephone calls will be accepted. **Each question should cite the particular RFA part, page and number to which it refers.** Questions received after the deadline will not be answered. A summary of the questions and answers will be sent to all prospective applicants that were notified of the RFA by NYSOFA. A summary of the questions and answers will also be posted on NYSOFA's website at <http://www.aging.ny.gov/ContractsandGrants/index.cfm>. From the RFA issuance date until the selection, all contacts with NYSOFA concerning the contents of this RFA shall be made through **Barbara Allison**.

10. ADDENDUM TO RFA

NYSOFA reserves the right to amend the RFA by providing addenda. The addenda will be sent to all prospective applicants that were notified of the RFA by NYSOFA. The addenda will also be posted on NYSOFA's website at <http://www.aging.ny.gov/>. For prospective applicants not on NYSOFA's mailing list, it is your responsibility to check NYSOFA's website for the posting of addenda. If a prospective applicant has any questions regarding whether addenda was issued, please e-mail **Barbara Allison** at Barbara.Allison@aging.ny.gov.

11. LETTER OF INTENT

Prospective applicants are strongly encouraged to complete and submit a Letter of Intent. Letters of Intent should be submitted via the Grants Gateway in the Pre-submission Uploads section of the online application. A copy should also be emailed to Barbara Allison at Barbara.Allison@aging.ny.gov. Please ensure that the RFA number and organization name is noted in the subject line. Submit the Letter of Intent no later than **02/03/17**. The Letter of Intent will enable applicants to receive direct notification when updates/modifications are posted, as well as be used to develop the review panel in a timely manner.

Submission of a Letter of Intent 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.

12. SUBMISSION OF APPLICATION

A. Applications must be submitted online via the New York State Grants Gateway by the date and time referenced in Part I, Number 8 of this RFA. Tutorials (training videos) for use of the Grants Gateway are available at the following web address (and upon user log in):

https://grantsgateway.ny.gov/IntelliGrants_NYSGG/login2.aspx

In addition to Grants Gateway registration, all non- governmental Not for Profit (NFP) applicants must be Prequalified at the time and date that the application is due. If you are not Prequalified at that time and date, your application will not be considered. For more information about Grants Gateway and Prequalification, please visit the Grants Gateway website <http://www.grantsreform.ny.gov/Grantees> or contact the Grants Reform Team at: grantsreform@its.ny.gov. The Grants Reform help desk/hotline can be reached at (518) 474-5595. In keeping with this requirement, any application from a non-governmental NFP which has a status other than one of the following at the time and date that the application is due shall not be consider for funding:

- Document Vault Prequalified;
- Document Vault Prequalified Open;
- Document Vault Prequalified/In review; or
- Document Vault Open for PQS Edits

To apply, log into the Grants Gateway and click on the View Opportunities button under View Available Opportunities. To get started, in the Search Criteria, enter the Grant Opportunity name listed on the cover of the RFA and select the Office for the Aging as the Funding Agency and hit the Search button. Click on the name of the Grant Opportunity from the search results grid and then click on the APPLY FOR GRANT OPPORTUNITY button located bottom left of the Main page of the Grant Opportunity.

In order to access the online application and other required documents such as the attachments, Applicants MUST be registered and logged into the Grants Gateway system in the user role of either a “Grantee” or a “Grantee Contract Signatory.” However only “Grantee Contract Signatory” role can submit the application.

Reference materials and videos are available for Grantees applying for funding opportunities on the Grants Gateway. Please visit the Grants Reform website at the following web address: <http://grantsreform.ny.gov/Grantees> and select the “Grantee Quick Start Guide” from the menu. There is also a more detailed “Grantee User Guide” available on this page as well.

Once the application is complete, Applicants are strongly encouraged to submit their applications at least 48 hours prior to the due date and time. This will allow sufficient opportunity for the applicant to obtain assistance and take corrective action should there be a technical issue with the submission process. Grants Reform staff are available to answer applicant’s technical questions and provide technical assistance prior to the application due date and time.

Please note: Although the Grants Reform staff will do their best to address concerns that are identified less than 48 hours prior to the due date and time, there is no guarantee that they will be resolved in time for the application to be submitted and, therefore, considered for funding.

Late applications will not be accepted. Applications will not be accepted via fax, e-mail, hard copy or hand delivery.

B. The following sections of the Application contained in this RFA document (Part III) are required.

- ◆ Cover Page (**Certification must be signed**) (Part III, Number 1)
- ◆ Expenditure Based Budget (Part III, Number 2, Attachment B-1)
- ◆ Subcontractor Budget, if applicable (Part III, Number 3, Attachment B-2)
- ◆ Request for waiver of housing or community matching requirements, if applicable (Appendix 2)
- ◆ Program Work Plan (Part III, Number 4, Attachment C)
- ◆ Responses to Evaluation Questions (Part III, Number 5)
- ◆ Map of project area, as reference in evaluation question 6a (Part III, Number 5)
- ◆ Letters of Support, as referenced in evaluation question 15 (Part III, Number 5)
- ◆ Applicant agency organizational chart, as referenced in evaluation question 21 (Part III, Number 5)
- ◆ Written agreement(s) to document any support used to meet the 25% match requirement, as referenced in evaluation question 25a (Part III, Number 5)
- ◆ Service Detail Instrument (Appendix 5), as referenced in evaluation question 31 (Part III, Number 5)

NOTE: The RFA can also be found at <http://www.aging.ny.gov/>.

An incomplete submission will be scored accordingly based upon the documents received. NYSOFA will not contact applicants regarding missing sections.

The following documents included in the RFA package will form the basis of the contract with NYSOFA:

- ◆ State of New York Master Contract for Grants (Part II, Number 1)
- ◆ Agency and Program Specific Clauses (Part II, Number 2, Attachment A-1)
- ◆ Expenditure Based Budget (Part III, Number 2, Attachment B-1)
- ◆ Program Work Plan (Part III, Number 4, Attachment C)
- ◆ Payment and Reporting Schedule (Part II, Number 4, Attachment D)

C. Other documents that should be submitted:

- ◆ MacBride Fair Employment Principles Certification Form (* see note below)
- ◆ Vendor Responsibility Questionnaire (* see note below)
- ◆ Non-Collusive Bidding Certification (* see note below)
- ◆ Encouraging Use of New York State Businesses in Contract Performance (*see below)

* The MacBride Fair Employment Principles Certification Form, Vendor Responsibility Questionnaire, and Non-Collusive Bidding Certification forms should be submitted with the application. Although these documents are not part of the application package, they are required prior to the execution of all contracts. Please refer to Part IV for specific submission instructions for each of these disclosure documents. Regarding forms that must be received by NYSOFA, please submit a signed copy.

D. Minority and Women-Owned Business Enterprise (MWBE) and Equal Employment Opportunity (EEO) Forms (Attachments V-4 through V-6) – Please see Part I, Number 18 on page 7 for details about the MWBE requirements. Applicants may include the following forms but they are not required at the time of application. Successful applicants will be required to submit all MWBE and EEO forms prior to contract approval:

- ◆ MWBE Utilization Plan (MWBE 103) – if applicable
- ◆ EEO Staffing Plan (MWBE 101)
- ◆ MWBE/EEO Policy Statement (MWBE 100)

These forms are required to ensure that the applicant is in full accord with the aims and efforts of the State of New York to promote equal opportunity for all persons, and to promote equality of economic opportunity for minority group members and women who own business enterprises, and to ensure there are no barriers, through active programs, that unreasonably impair access by MWBEs to state contracting opportunities. It is understood that the extent of the applicant's MWBE utilization plans may not be known at the point of submission of the application. The applicant(s) selected for an award may be required to resubmit the required MWBE documents when contracting activities are finalized.

13. ORAL PRESENTATIONS

NYSOFA reserves the right to require any applicant under final consideration to make an oral presentation on their application at the NYSOFA office in Albany.

14. REQUEST FOR SUPPLEMENTAL INFORMATION

During the evaluation period, applicants may be requested to present supplemental information to clarify any part of their application. Such information must be submitted electronically in Grants Gateway and will be included as a formal part of the applicant's application.

15. INCURRED COSTS

The State of New York is not liable for any costs incurred prior to the approval of a contract by the Office of the State Comptroller (OSC).

16. DISCLOSURE OF APPLICATION CONTENTS

Except to the extent permitted by law, applications will not be disclosed, except for purposes of internal agency evaluation, prior to approval by the Office of the State Comptroller of the resulting contract. All materials submitted become the property

of the State and may be returned at the State's discretion. Submitted applications may be reviewed and evaluated by any person designated by NYSOFA, other than one associated with a competing applicant. NYSOFA reserves the right to use any and all ideas presented in any response to the RFA. Selection or rejection of an application does not affect this right.

If an applicant believes that any information in their application constitutes a trade secret, they may request that such information not be disclosed if requested by a member of the public pursuant to the State Freedom of Information Law. In these instances, the applicant shall submit with its application a letter specifically identifying by page number, line, or other appropriate designation, that information which is a trade secret and explaining in detail why such information is a trade secret. Failure by an applicant to submit such a letter with its application identifying trade secrets shall constitute a waiver by the applicant of any rights it may have under Section 87 of the Public Officers Law relating to protection of trade secrets.

17. LIMITS ON ADMINISTRATIVE EXPENSES AND EXECUTIVE COMPENSATION

NYSOFA has adopted a regulation (Title 9 NYCRR Part 6656) implementing Executive Order No. 38 providing for a limit on administrative expenses and executive compensation of providers of program services in order to meet the State's ongoing obligation to ensure the proper use of taxpayer dollars and the most effective provision of such services to the public. Effective July 1, 2013, covered providers must spend no more than a specified percentage of covered operating expenses funded with State funds or State-authorized payments on administrative expenses. In addition, a covered provider may not use State funds or State-authorized payments for executive compensation given directly or indirectly to a covered executive in an amount greater than \$199,000. These limits apply to covered providers (including subcontractors) receiving State funds or State-authorized funds unless a waiver of the limit on administrative expenses and/or limit on executive compensation has been granted. Covered providers are required to submit a completed EO#38 Disclosure Form for each covered reporting period within 180 days following the period. Additional information about Executive Order 38 can be found on the E.O. 38 website (<http://executiveorder38.ny.gov/>). In recognition of the need to maximize availability of services, NYSOFA requires contracting organizations to expend at least 85% of funding received on services.

18. CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A, NYSOFA recognizes its obligation under the law 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 NYSOFA 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 NYSOFA establishes 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 procurement, NYSOFA hereby establishes an overall goal of 30% for MWBE participation with a recommended breakdown of 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation. Contractors are encouraged to fulfill the suggested 15% goal for both MBE and WBE vendors; however, strict adherence to the suggested MBE and WBE percentages is not mandatory as long as the overall 30% goal is met. 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 NYSOFA may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be searched at <https://ny.newnycontracts.com/FrontEnd/SupplierSearchPublic.asp?TN=ny&XID=391>.

For guidance on how NYSOFA will determine a Selected Applicant's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, the Selected Applicant acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and NYSOFA may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Selected Applicant achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or application, a bidder on the Contract ("Bidder" also referred to as Applicant in this RFA) agrees to submit the following documents and information as evidence of compliance with the foregoing:

- A. Bidders may submit a MWBE Utilization Plan on Form MWBE 103 with their bid or application but it is not required, however, it must be submitted prior to contract execution. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to NYSOFA.
- B. NYSOFA will review the submitted MWBE Utilization Plan and advise the successful Bidders of NYSOFA acceptance or issue a notice of deficiency within 30 days of receipt.
- C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to NYSOFA, Sandy Harvey, 2 Empire State Plaza, 3rd Floor, Albany, NY 12223, (518) 408-1709, Fax (518) 474-7949, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by NYSOFA to be inadequate, NYSOFA shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form MWBE 104. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or application. All requests for waivers are subject to approval by the Governor's office.
- D. NYSOFA may disqualify a Bidder as being non-responsive under the following circumstances:
 - a) If a Bidder fails to submit a MWBE Utilization Plan;
 - b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - c) If a Bidder fails to submit a request for waiver; or
 - d) If NYSOFA determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to NYSOFA, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report on Form MWBE 105 to NYSOFA by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or application in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of the Master Contract for Grants, including IV (J); Minority and Women Owned Business. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan (Form MWBE 101) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to NYSOFA, a workforce utilization report (MWBE 102) identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), 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, 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.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

19. PROCUREMENT LOBBYING ACT – APPLICANTS DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9).

In accordance with State Finance Law §139-k, an offerer (hereinafter referred to as applicant) must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer (applicant)” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an applicant fails to timely disclose accurate or complete information regarding the above non-responsibility determination.

In accordance with law, no procurement contract shall be awarded to any applicant that fails to disclose in a timely manner accurate or complete information under this section, unless a finding is made that the award of the procurement contract to the applicant is necessary to protect public property or public health safety, and that the applicant is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its RFA or bid documents or specifications or contract documents, as applicable, for procurement contracts. The Applicant Disclosure of Prior Non-Responsibility Determinations form (see Part IV – 3.) is to be completed and submitted by the individual or entity seeking to enter into a procurement contract. It shall be submitted to NYSOFA.

Applicants must still complete and submit the Vendor Responsibility Questionnaire as discussed in Part I – 25. and Part IV- 4. of this RFA.

20. CANCELLATION FOR CONVENIENCE

NYSOFA retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least thirty (30) days notice of its intent to cancel. This provision should not be understood as waiving NYSOFA's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing State agreements, which are subject to the same 30 day discretionary cancellation or cancellation for cause by the respective user Agencies.

21. MACBRIDE FAIR EMPLOYMENT

The provisions of the Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles Certification (see Part IV-1.) will be a part of the final contract and all applicants must fully complete and sign.

22. STANDARD NEW YORK STATE CLAUSES

The Master Contract for Grants, which is attached hereto, will be made a part of the final contract and the parties shall agree to be bound by the terms and conditions thereof.

23. AGENCY SPECIFIC AND PROGRAM SPECIFIC CLAUSES

The provisions of Attachment A-1 (Part II-2.), which is attached hereto, will be made a part of the final contract and the parties shall agree to be bound by the terms and conditions thereof.

24. VENDOR RESPONSIBILITY

Procurement laws and guidelines require the award of New York State contracts to responsible contractors. Vendor responsibility generally means that a selected applicant has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is the State's responsibility to evaluate the responsibility of a prospective contractor. A responsibility determination, wherein the State determines that it has reasonable assurances that a contractor is responsible, is an important part of the procurement process, promoting fairness in contracting and protecting a contracting State agency and the State of New York against failed contracts.

The following factors are considered in making a responsibility determination:

- legal authority to do business in New York State
- integrity
- capacity - both organizational and financial
- previous performance

The contracting State agency is required to conduct a review of a prospective contractor to provide reasonable assurances that the contractor is responsible. The Office of the State Comptroller (OSC) maintains the VendRep system, which allows business entities (vendors) to enter and maintain their Vendor Responsibility Questionnaire (VRQ) information in a secure, centralized database. It is recommended that all potential vendors prepare their VRQ on-line as follows: http://www.osc.state.ny.us/vendrep/vendor_index.htm and do so at the time of application submission. For direct VendRep user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672, or by e-mail at helpdesk@osc.state.ny.us.

If a potential vendor opts to use the paper copy, the form is found at http://www.osc.state.ny.us/vendrep/forms_vendor.htm on the OSC website. This information is also included in Part IV – 4. of this RFA.

25. TAX PROVISIONS

Purchases made by the State of New York are not subject to state or local sales taxes or federal excise taxes. The official State of New York Voucher for materials, equipment, supplies and services is sufficient evidence to exempt the transaction from sales tax under section 1116 (a)(1) of the Tax Law.

26. ACCESSIBILITY OF STATE AGENCY WEB-BASED INTRANET AND INTERNET INFORMATION AND APPLICATIONS

Any web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that state agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSOFA, contractor or other and the results of such testing must be satisfactory to NYSOFA before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

27. NON-COLLUSIVE BIDDING CERTIFICATION

Section 139-d of the State Finance Law requires each applicant to sign a non-collusive bidding certification. This certification may be found in Part IV – 4.

28. NOTIFICATION OF AWARD

After evaluation and selection of the successful applicant, the unsuccessful applicants will be notified in writing that their application was not selected. **The successful applicant's press releases pertaining to this program shall not be made public without prior written approval by NYSOFA.**

29. DEBRIEFINGS AND PROTESTS

As noted above, the State shall provide all applicants with written notice of the contract award. Unsuccessful applicants may request and are entitled to a debriefing. Any interested party may protest the contract award. The notice of contract award will state the method of any debriefing and the date by which a protest may be filed.

The complete Protest and Debriefing Procedure for Competitive Awards by the New York State Office for the Aging can be found at: <http://www.aging.ny.gov/contractsandgrants/protestprocedure.cfm>. A copy of the procedure will be provided to any applicant upon request.

30. APPLICATION EFFECTIVE PERIOD

All Applications received in response to this RFA will remain in effect for at least ninety (90) days following the final date for submission of Applications.

31. APPLICATION MODIFICATION

Should a successful applicant wish to significantly modify its program activities after notification of the award, NYSOFA reserves the right to rescind the award.

32. REIMBURSEMENT

All claims for payment shall be submitted in accordance with procedures as set forth in the Payment and Reporting Schedule (Attachment D). The successful applicant will be eligible for a 25 percent advance payment upon execution of a contract between the successful applicant and NYSOFA.

For-profit entities are not eligible for an advance. Under no circumstances will any contract be valid and enforceable until approved by the Office of the State Comptroller. All subsequent payments will be made on a reimbursement basis following expenditures for approved costs in accordance with the contract budget (Part III-2 - Attachment B).

Reimbursement vouchers must be submitted on at least a quarterly basis. If an advance payment is made, it will be recouped against amounts due on reimbursement claims submitted during the latter part of the contract period. The final claim for payment must be submitted within sixty (60) days following the end of the contract period.

33. REVIEW PANEL AND EVALUATION CRITERIA

Selection of the successful applications will be done by a review panel designated by NYSOFA. The applications will be rated on each of the following criteria:

- Program Design.....Maximum 120 Points
 - Program Work Plan.....Maximum 10 Points
 - Responses to Evaluation Questions.....Maximum 110 Points
 - Community Information.....Maximum 18 Points
 - Partnership and Governance.....Maximum 25 Points
 - Organizational Structure.....Maximum 15 Points
 - Staffing.....Maximum 12 Points
 - Service Delivery and Programming.....Maximum 40 Points
- Budget.....Maximum 30 Points
 - Includes Expenditure Based Budget (Attachment B-1), Subcontractor Budget – if applicable (Attachment B-2), administrative worksheet, match worksheet, revenue worksheet, and Request for Waiver of Housing or Community Matching Requirements – if applicable (Appendix 2)

NYSOFA reserves the right to reject any and all applications received in response to this RFA. NYSOFA has the right to request clarification and revisions as well as negotiate with any applicant with respect to the work plan or the financial terms of the award.

34. WORKERS' COMPENSATION LAW

The Workers' Compensation Law requires that the State obtain evidence that all contracting organizations maintain the required Workers Compensation and Disability Benefits Insurance for their employees. The successful applicant will need to supply NYSOFA with a copy of form C-105.2 Certificate of Workers' Compensation Insurances and a copy of form DB-120.1 Disability Benefits Insurance or a copy of form CE-200, Attestation of Exemption. These forms can be obtained from your insurance carrier. The name and address of NYSOFA must appear as the entity requesting proof of coverage (listed as the certificate holder) on form C-105.2 and DB-120.1.

35. IRAN DIVESTMENT ACT

By submitting a bid/Application in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers Pursuant to the New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should NYSOFA receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, NYSOFA will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then NYSOFA shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default. NYSOFA reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

36. STATE RESERVED RIGHTS

New York State Procurement Rights.

NYSOFA reserves the right to:

1. Prior to the application review, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available;
2. Prior to the application review, direct applicants to submit application modifications addressing subsequent RFA amendments;
3. Change any of the scheduled dates;
4. Reject applications that fail to meet mandatory requirements;
5. Withdraw the RFA at any time, at the agency's sole discretion;
6. Eliminate any specifications that cannot be complied with by all of the prospective applicants;
7. Disqualify any applicants whose conduct and/or application fails to conform to the requirements of the RFA;
8. Require clarification at any time during the application process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an applicant's application and/or to determine an applicant's compliance with the requirements of the application;
9. Use application information obtained through site visits, management interviews and the State's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA;
10. Make an award under this RFA in whole or in part; and
11. Utilize any and all ideas submitted in the applications received.

PART II: CONTRACT TERMS
1. STATE OF NEW YORK MASTER CONTRACT FOR GRANTS

STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

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

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

C. Order of Precedence:

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

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

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

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

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

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

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

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

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

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

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

J. Notice:

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

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

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

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

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

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

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

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

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

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

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

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

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

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

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

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (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 rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) 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. Initial 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. Subsequent 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 dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

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

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

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

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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 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:

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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. Notwithstanding the foregoing, the State and the Contractor

agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

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. If requested by the State, 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. If requested by the State, 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. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

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5. If requested by the State, upon the execution of a subcontract, the Contractor shall 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 and Requirements Mandated by Federal Laws).
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 and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably 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, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, 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

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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 IV(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

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\$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and

women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

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

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees

to comply with any such additional conditions that have been made a part of the Master Contract.

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

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

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

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

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

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

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

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

⁹ Not applicable to not-for-profit entities.

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.

PART II
2. PROGRAM SPECIFIC TERMS and CONDITIONS
ATTACHMENT A-1

The provisions of Sections I through IV of this Attachment A-1 apply to all New York State Office for the Aging (NYSOFA) grant contracts unless expressly superseded by the provisions of Attachment A-2 (Federally Funded Grants). Program specific clauses, if any, are contained in Section V of this Attachment A-1.

I. General Provisions

- A. Laws, Rules, Regulations:** The Contractor shall comply with any provisions of the Older Americans Act of 1965, as amended, determined applicable by the State, and all rules and regulations pertaining thereto promulgated by the Administration on Aging, United States Department of Health and Human Services, which are in effect or become effective during the term of this Agreement. The Contractor shall comply with all applicable New York State Laws, including the State Finance Law and Article II, Title I of the Elder Law, and with all applicable rules and regulations of the State and the Office of the State Comptroller which are in effect or become effective during the term of this Agreement.
- B. Age Discrimination:** The Contractor shall comply with the Age Discrimination in Employment Act of 1967 (Pub. L. 90-202) (ADEA), as amended (29 U.S.C. § 621 *et seq.*), the Equal Pay Act of 1963 (Pub. L. 88-38) (EPA), as amended (29 U.S.C. § 206(d)) and the NYS Human Rights Law, Article 15 of the New York State Executive Law.
- C. Federal Non-Discrimination Statutes:** The Contractor shall comply with Titles VI and VII of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto, and all rules and regulations pertaining thereto promulgated by the United States Department of Health and Human Services which are in effect or become effective during the term of this Agreement. In addition to the above protections, the Contractor shall comply with Titles I, II and III of the Americans with Disabilities Act of 1990, and any amendment thereto, which protects qualified individuals with disabilities from discrimination in employment and provides access to public services. If reasonable accommodations are required for any older New Yorker (i.e., New Yorkers aged sixty {60} or older) with a disability desiring to participate in services funded under this Agreement, no fees can be charged to the participant for such accommodation.
- D. State Monitoring:** The Contractor shall comply with the program management and assessment requirements of the State, including but not limited to announced and unannounced on-site visits by State staff, disclosure of all program files and related fiscal records and development of a corrective action plan if required by the State in a program assessment report.
- E. Program Changes:** The Program Work Plan (Attachment C) shall not be modified without approval from the State. If modification to the Program Work Plan is necessary, the Contractor must submit a written request to the State and await State approval before implementing such changes.
- F. Notice:**
1. Notices to the State shall be addressed to the New York State Office for the Aging at the address identified on the face page of this Master Contract and shall include the Project Name and Contract Number.
 2. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment C, the Work Plan.
- G. Subcontracts:** The Contractor may enter into subcontracts for the provision of the services described in the Program Work Plan. All such subcontracts shall be written according to State and local standards and a copy of each executed subcontract shall be forwarded to the State prior to payment by the State for expenditures incurred under such subcontract. All applicable grant provisions contained in this contract and agreed to by the contractor must be extended to each subcontractor and included in the contract with the subcontractor. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this Agreement.
- H. Funding Source Recognition:** The Contractor agrees that any public information materials or other printed or published materials will give due recognition to the fact that the program is supported with State Funds and such recognition will be in a form prescribed by the State. Where the Contractor acknowledges the funding source for and/or assistance in acquiring equipment, the acknowledgment must give due recognition to the fact that the acquisition was made possible by a grant of State funds and such recognition will be in a form prescribed by the

State.

- I. **Aging Network Cooperation:** The Contractor shall work cooperatively with and consult with the Area Agencies on Aging in the region to be served by this Agreement.
- J. **Community Cooperation:** The Contractor shall work cooperatively with public and private agencies, institutions, organizations, and associations within New York State and, where appropriate, with national organizations in the development of activities under this Agreement.
- K. **Contract Personnel:** The Contractor shall assume responsibility for recruitment, retention, and/or dismissal of all personnel to be employed in the conduct of this Agreement. The Contractor shall ensure that the personnel hired are qualified to carry out the activities outlined in this Agreement.
- L. **Supplement of Existing Funding:** The Contractor agrees that these funds shall be used to supplement, and not supplant, any existing public or private funding.
- M. **Indemnification Claims or Lawsuits:** The Contractor, solely at its expense, shall defend any claim or suit which may be brought against the State for the infringement of United States patents, copyrights, or trademarks arising from the Contractor's or the State's use of any equipment, materials or information prepared, developed, or furnished by the Contractor in connection with the performance of this contract, and in any such suit shall satisfy any final judgment for such infringement. The State will give the Contractor written notice of such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. If principles of governmental or public law are involved, the State may participate in the defense of any action identified but no costs or expenses shall be incurred upon the account of the Contractor without the Contractor's written consent. If, in the Contractor's opinion, the equipment, materials, or information mentioned above is likely to or does become the subject of a claim of infringement of a United States patent, trademark, or copyright, then, without diminishing the Contractor's obligation to satisfy any final award, the Contractor may substitute other suitable equipment, materials and information, or at the Contractor's option and expense, obtain the right for the Contractor and the State to continue the use of such equipment, materials and information. If the Contractor wishes to use copyrighted, patented, or trademarked material it shall be responsible to obtain such rights to reproduction and use of the materials so that the State can use it in any way it deems necessary, including all rights to copy and reproduce such materials it sees fit. This will not be at any additional expense to the State beyond the amount of the contract.

II. Term, Termination and Suspension

- A. **Final Accounting:** The Contractor shall make a full and final accounting of all funds received under this Agreement within sixty (60) days of receipt or issuance of a notice of termination.

III. Payment and Reporting

[No additional provisions]

IV. Additional Contractor Obligations, Representations and Warranties

- A. **Minority and Women-Owned Business Enterprises (MWBE):** NYSOFA is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to NYSOFA, to fully comply and cooperate with the NYSOFA in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section IV.F of this Attachment or enforcement proceedings as allowed by the Contract.
 - 1. For purposes of this procurement, NYSOFA hereby establishes an overall goal of 30% for MWBE participation with a recommended breakdown of 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation. Contractors are encouraged to fulfill the

suggested 15% goal for both MBE and WBE vendors; however, strict adherence to the suggested MBE and WBE percentages is not mandatory as long as the overall 30% goal is met.

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section IV.A.1 hereof, Contractor should reference the directory of New York State Certified MBWEs found at <http://www.esd.ny.gov/mwbe.html>. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
3. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to NYSOFA for liquidated or other appropriate damages, as set forth herein.

B. Equal Employment Opportunity (EEO):

1. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women’s Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
2. Contractor shall comply with the following provisions of Article 15-A:
 - a. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - b. The Contractor shall submit an EEO policy statement to NYSOFA within seventy two (72) hours after the date of the notice by NYSOFA to award the Contract to the Contractor.
 - c. If Contractor or Subcontractor does not have an existing EEO policy statement, NYSOFA may provide the Contractor or Subcontractor a model statement (see Form MWBE 100 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 - d. The Contractor’s EEO policy statement shall include the following language:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - ii. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - iii. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor’s obligations herein.
 - iv. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph “E” of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
 - e. Form MWBE 101 - Staffing Plan - To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or application or within a reasonable time, but no later than the time of award of the contract.
 - f. Form MWBE 102 - Workforce Employment Utilization Report (“Workforce Report”):

- i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to NYSOFA of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
 - ii. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
 - iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- g. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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.

C. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (form MWBE 103) either prior to, or at the time of, the execution of the contract.
2. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section IV.A.1 of this Attachment.
3. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, NYSOFA shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

D. Waivers

1. For Waiver Requests Contractor should use Form MWBE 104 – Waiver Request.
2. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, NYSOFA shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
3. If NYSOFA, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, NYSOFA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

E. Quarterly MWBE Contractor Compliance Report: Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form MWBE 105) to NYSOFA by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

F. Liquidated Damages - MWBE Participation

1. Where NYSOFA determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to NYSOFA liquidated damages.
2. Such liquidated damages shall be calculated as an amount equaling the difference between:

- a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
3. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by NYSOFA, Contractor shall pay such liquidated damages to NYSOFA within sixty (60) days after they are assessed by NYSOFA unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of NYSOFA.

G. Property

1. The Contractor agrees that all rights and title to any materials (manuals, tests, guides, audio or visual materials or devices) developed with funds under this Agreement shall become the property of the State. Reproduction, distribution, sale, release or other use of such material by the Contractor must be specifically requested in writing by the Contractor and must receive prior approval by the State.
2. Equipment (those items having an acquisition cost of \$1,000 or more per unit and a useful life of at least one year) purchased under this Agreement shall be the property of the Contractor and shall be used by the Contractor in the program for which it was acquired as long as needed, whether or not the Contractor continues to receive State funds. The State reserves the right to require the transfer of the equipment purchased under this Agreement if it is no longer needed in the program for which it was acquired.
3. The Contractor understands and agrees that all equipment purchased by the Contractor and its subcontractors under this Agreement will only be used to benefit older New Yorkers. Further, the Contractor agrees that all such equipment will be used for non-sectarian purposes.

H. Safeguards for Services

1. The Contractor shall utilize these State funds to provide services to any older New Yorker that may wish to avail themselves of the service, subject to the availability of funding. This does not preclude a contractor from establishing uniformly applied, non-discriminatory service eligibility criteria or prioritizing the provision of services based on a standardized determination of older New Yorkers' needs, subject to the State's approval.
2. The Contractor shall:
 - a. assure equal access for participation, services, activities and informational sessions without regard to race, color, religion, disability, sex, national origin, partisan affiliation or sexual orientation even if the contractor's organization operates primarily to serve a particular ethnic, religious or other specific population or special interest group;
 - b. prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for public office;
 - c. assure there is no coercion nor advice to other persons to contribute anything of value to a party, committee, organization, agency, or person for political purposes, nor engage in any other partisan activities;
 - d. assume that services provided are secular in nature and in no event are state funds to be used for religious/sectarian purposes or activities or to benefit a religious institution.

I. **Program Income:** The Contractor shall use all program income (including voluntary participant contributions, cost sharing and fees collected) for services funded under this Agreement to expand services under this Agreement and incorporate them into the budget accordingly.

J. **Confidentiality:** The Contractor agrees to maintain the confidentiality of all personal information pertaining to older New Yorkers served under this Agreement, including contributions; disclosure of such information may be made only when necessary to the provision of services, unless the older New Yorker or his/her authorized representative gives his/her informed consent to disclose such information, disclosure is required by court order, or such information is provided in summary, statistical, or other form, which does not identify particular individuals. However, nothing herein is intended to require any provider of legal assistance to reveal any information that is protected by the attorney-client privilege.

V. Program Specific Clauses

A. **Eligibility:** The Contractor assures that it is a not-for-profit agency specializing in housing, health or other

human services which will serve an eligible community within which a classic NORC or neighborhood NORC is located.

An eligible community for a classic NORC is an apartment building or housing complex which:

- a. Was not predominantly built for older adults;
- b. Does not restrict admissions solely to older adults;
- c. At least forty percent of the units have an occupant who is an older adult; **AND** in which at least two hundred fifty of the residents of an apartment building are older adults or five hundred residents of a housing complex are older adults; and
- d. A majority of the older adults to be served are low or moderate income, as defined by the United States Department of Housing and Urban Development.

An eligible community for a neighborhood NORC is a residential dwelling or group of contiguous neighborhoods which:

- a. Was not predominantly developed for older adults;
- b. Does not predominantly restrict admission to older adults;
- c. **In a non-rural area***, has at least thirty percent of the residents who are older adults or the units have an occupant who is an older adult; **in a rural area****, has at least twenty percent of the residents who are older adults or the units have an occupant who is an older adult; and
- d. Is made up of low-rise buildings six stories or less and/or single and/or multi-family homes without common ownership, provided, however, that apartment buildings and housing complexes may be included in rural areas.

*Non-rural areas is defined as any county, city, or town that has a population or population density greater than that which defines a rural area

**Rural area is defined as counties within the state having a population of less than two hundred thousand persons including the municipalities, individuals, institutions, communities, programs, and such other entities or resources as are found therein; or, in counties with a population density of less than one hundred and fifty persons per square mile including the villages, individuals, institutions, communities, programs, and such other entities or resources as are found therein.

- B. **Service Provision:** The Contractor agrees that it will conduct a classic NORC or neighborhood NORC program that is a community organizing program that creates a supportive community in an organized and integrated setting and builds upon the strengths and aspirations of the residents to help meet the goal of enabling older adults to remain at home. Both classic and neighborhood NORCs are comprised of priority and optional services.
- Priority services include case management, information and assistance, healthcare management, healthcare assistance, health indicators, and health promotion.
 - Optional services are a wide range of other services, including, but not limited to, assisted transportation, personal care level I (housekeeping/chore), personal care level II (home care), counseling, telephone reassurance, shopping assistance, friendly visiting, residential repair and maintenance, personal emergency response system (PERS), education/recreation groups, support groups, individual and/or group transportation, and outreach, that match the varied needs and interests of all older adults in the community.
 - The services included may be the same as services provided by the local municipality or other community-based organization provided that those services are not available to or do not entirely meet the needs of the residents of the NORC.
 - Any and all services are not required to be solely provided by the Contractor, but the Contractor agrees to actively manage and coordinate the provision of all services.
 - All services will be provided exclusively for the benefit of older residents of the NORC, except for:
 - One-time health and wellness activities provided to individuals who live outside of, but contiguous to the boundaries of the NORC. These services must be intended to support or improve residents' health and welfare and provided as a single event or session.
 - Where the program has received a grant which requires services to be provided beyond the geographic boundaries of the NORC and the director has approved the provision of such services by such program.
- C. **Health Indicators:** The Contractor agrees that it will work with NYSOFA to implement the Health Indicators program to identify the needs of its residents and target interventions at both the individual and group level with the goal of achieving measurable outcomes. The Health Indicators Program involves the administration of a

comprehensive health survey, data tracking, and data analysis as well as post intervention follow up.

- D. Staffing:** The Contractor agrees to support the program with adequate levels of staff that possess appropriate qualifications and experience. Each NORC program is required to have a full time NORC Director. The NORC Director must meet the minimum qualifications of a Bachelor's Degree in Social Work or a related field and a minimum of five years of relevant experience. The NORC must also have an experienced healthcare professional on site with experience that corresponds to the type of healthcare programming offered. Programs receiving \$100,000 or more in state funds annually are required to have at a minimum one full time equivalent (FTE) case manager and one-half FTE providing healthcare management and healthcare assistance.
- E. Matching Requirements:** The Contractor agrees and understands that state funds provided pursuant to this Agreement must be matched by twenty-five percent of the total award amount in cash, in-kind support, or some combination thereof from other sources, provided that such in-kind support be utilized only upon approval and only to the extent matching funds are not available. The match requirement applies to all years of the grant. At least fifty percent of the required match amount must be contributed by the housing development governing body or other owners or managers and residents of the apartment buildings and housing complexes, or geographically defined area, in which the project is proposed. Programs may request that NYSOFA waive part of the matching funds required by the housing development governing body or other owners or managers and residents of the apartment buildings and housing complexes, or geographically defined area in which the project is proposed; however, the total matching funds requirement must still be met from other allowable sources.
- F. Administrative Costs:** The Contractor agrees that no more than fifteen percent of state funds shall be expended for administrative purposes of the program.
- G. Collaboration:**
- 1) The Contractor agrees to work collaboratively with community partners, including key partners such as housing management, NORC residents, social service provider(s), health provider(s) as well as other community organizations, businesses, and government agencies. The Contractor will ensure that key partners work as a team to determine the mission and goals of the NORC and share in the responsibility for achieving these goals. As part of this effort, the Contractor will convene a NORC advisory council consisting of key partners, as well as other partners and stakeholders that will meet at least quarterly.
 - 2) The Contractor agrees to carry on effective communication and dialogue with the AAA and community leaders for the county(ies) in which the NORC is located, regarding the NORC program and its partners, with the goal of better addressing the needs of the NORC residents and will work with NYSOFA to try to develop appropriate solutions to commentary and suggestions from the AAA and community leaders about the NORC program.
 - 3) The NORC residents will be key partners of the NORC and the Contractor will make every effort to engage residents in active leadership roles and decision making capacities for all aspects of the program: planning, development, implementation, monitoring, and governance. Resident involvement will be encouraged at all levels, including active participation in the resident advisory council and/or program committees is applicable, and meaningful volunteer opportunities.
- H. Language Access:** The Contractor shall inform persons with limited English proficiency of the availability of language assistance, free of charge, by posting written notice in the most frequently encountered languages at service locations. At a minimum, the Contractor shall have a telephonic interpretation service contract or similar community arrangement with a language interpretation provider of their choice that assures timely access for the limited English proficient individual. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.
- I. Monitoring:** The Contractor agrees that NYSOFA will conduct a formal monitoring of the NORC program and will provide the summarized results to the chief officer of the Contractor. Such monitoring will be conducted on an annual basis, or as deemed appropriate by NYSOFA, with notice to the Contractor. NYSOFA agrees to notify the Contractor's chief officer at least 30 days prior to any formal monitoring in order to provide an opportunity for the Contractor to meet with NORC program director to provide input or recommendations it may have about NORC activities at the close of the monitoring process.
- J. Data Entry:** The Contractor agrees that a designated NORC staff person will enter all program activity and units of service in a timely manner in accordance with Program direction and any applicable policy and procedures. Vouchers submitted by the Contractor will not be reimbursed if the NORC program is more than 45 days behind in data entry, as determined by NYSOFA staff.

K. Budget Modifications: Cost overruns of a minimum of 10% or \$1,000, whichever is greater, for an individual budget category will require a budget modification. If the cost overrun is in excess of 10% of the five year amount of the contract or is to include funding for a budget category not previously funded, a contract modification will be required. If funding is needed for unauthorized or unbudgeted items, the Contractor, with appropriate documentation, shall make a written request to NYSOFA and must receive written approval before incurring such expenses.

L. Vouchering:

1) The Contractor agrees to submit required NYSOFA claims for reimbursement of NORC program activities under this Agreement on a quarterly basis.

2) The Contractor agrees that NYSOFA can only reimburse vouchered claims for payment under this Agreement that are for approvable NORC expenses incurred through December 31 of each year of this contract. Any changes in the projected amounts of State funding available for the annual period of January 1 to December 31, as finally appropriated by the State Legislature, are to be reflected in an addendum to this Contract.

PART II
3. PAYMENT AND REPORTING SCHEDULE
ATTACHMENT D

I. PAYMENT PROVISIONS

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

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

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

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date _____
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

Contract Number: # _____
Page 1 of 4, Attachment D – Payment and Reporting Schedule

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

II. REPORTING PROVISIONS

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

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

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

Contract Number: # _____
Page 2 of 4, Attachment D – Payment and Reporting Schedule

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.

PART III: APPLICATION

1. COVER PAGE

Applicant's (Incorporated) Name: _____

Applicant's Total Budget: _____

Address: _____

City/State: _____ Zip Code: _____

Payee Identification No.: _____ Charities Registration No. (if applicable) _____

President or CEO: _____ Phone: _____

Project Liaison: _____ Phone: _____

Title: _____

E-mail address: _____ Fax number: _____

Fiscal Contact: _____ Phone: _____

Title: _____

E-mail address: _____ Fax number: _____

Program Contact: _____ Phone: _____

Title: _____

E-mail address: _____ Fax number: _____

The bid must be fully and properly executed by an authorized person with original signature of person authorized to enter into agreement with the New York State Office for the Aging. The applicant agrees to comply with all State and Federal laws that govern this contract as well as the contract terms that are included as part of this RFA. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this RFA, Attachment A (Standard Clauses For New York State Contracts), Attachment A-1 (Agency Specific Assurances), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, applicant affirms that it understands and agrees to comply with the procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). Information may be accessed at: Procurement Lobbying: <http://www.ogs.ny.gov/ACPL/>

Name: _____ Title: _____
(Print or Type)

Signature: _____ Date: _____ Phone: _____

PART III
2. EXPENDITURE BASED BUDGET
ATTACTMENT B-1

Maximum Score: 30 points

(Scoring includes Attachment B-1 Budget, Attachment B-2 Subcontractor Budget – if applicable, administrative worksheet, match worksheet, revenue worksheet, and Request for Waiver of Housing or Community Matching Requirements – if applicable)

All budget documents can be accessed and must be completed via the New York State Grants Gateway at the following web address (and upon user log in): https://grantsgateway.ny.gov/IntelliGrants_NYSGG/login2.aspx. The budget documents include an administrative worksheet, match worksheet, and revenue worksheet.

**PART III
3. SUBCONTRACTOR BUDGET – IF APPLICABLE
ATTACHMENT B-2**

Complete the Subcontractor Budget for any subcontractors receiving over \$25,000 in state funds.

Applicant: _____
 Subcontractor: _____

1. PERSONAL SERVICES			
	Amount Charged to Program	Breakdown of Amount Charged to State Funds	
A) SALARY		Administration	Services
Name _____			
Title _____			
Annual Salary _____			
Name _____			
Title _____			
Annual Salary _____			
Name _____			
Title _____			
Annual Salary _____			
Name _____			
Title _____			
Annual Salary _____			
Total Salary			
B. FRINGE BENEFITS	Total		
2. TRAVEL			
Staff Mileage			
Public Transportation, Parking and/or Tolls			
Vehicle Insurance			
Vehicle Maintenance , Repairs and/or Fuel			
Other Travel Costs (Describe):			
Total Travel			
3. MAINTENANCE AND OPERATIONS			
Rent and Utilities			
Operating Expenses			
Telephone and Postage			
Supplies			
Printing and Photocopying			
Other Maintenance and Operation costs (describe):			
Total Maintenance & Operations			

Applicant: _____
 Subcontractor: _____

4. EQUIPMENT				
Item description for equipment with a unit cost of \$1,000 or more (indicate if leased or rented)	Total Cost	Amount. Charged to Program	Administration	Services
Briefly describe equipment items with a unit cost of less than \$1,000:				
Total Equipment with unit cost less than \$1,000				
Total Equipment				

5. OTHER EXPENSES: List only those items which do not fit under any other budget category				
Describe:	Total Cost	Amount. Charged to Program	Administration	Services
Total Other Expenses				

6. CONTRACTUAL: List each provider's name, type of service and amounts below.				
<u>Provider/Type of Service</u>	Total Cost	Amount. Charged to Program	Administration	Services
Total Contractual				

7. TOTAL BUDGET				
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PART III
4. PROGRAM WORK PLAN
ATTACHMENT C

Maximum Score: 10 points

Complete the Outputs column to show how the Applicant will meet each stated objective and reach the associated measurable outcome(s).

INSERT PROGRAM NAME HERE Work Plan 2017-2018				
Goal of the NORC Program: Create a supportive community in an organized and integrated setting while building upon the strengths and aspirations of the residents to help enable older adults to remain at home, extend their independence, and improve their quality of life.				
Objective	Outputs	Measurable Outcomes	Deliverables	Due Date
Provide the priority services of case management, information and assistance, healthcare management, and healthcare assistance.		<ul style="list-style-type: none"> • The program will provide a minimum of 90% of the NYSOFA unit projections for priority services indicated on the Service Projection Table provided by NYSOFA as evidenced by the submitted quarterly reports. • The program will serve a minimum of 90% of the NYSOFA projected unduplicated cases for priority services indicated on the Service Projection Table form provided by NYSOFA as evidenced by the submitted quarterly reports. 	<ul style="list-style-type: none"> • Complete and submit annual report on the form provided by NYSOFA • Complete and submit quarterly reports on the form provided by NYSOFA 	<ul style="list-style-type: none"> • January 31, 2019 • April 30, 2018 • July 31, 2018 • October 31, 2018 • January 31, 2019
Conduct the health indicators program and implement corresponding health promotion programming.			<ul style="list-style-type: none"> • Conduct health indicator surveys on a valid sample of NORC residents as directed by NYSOFA • Input survey results into data system 	<ul style="list-style-type: none"> • Ongoing • Ongoing
Provide a wide range of other		<ul style="list-style-type: none"> • The program will 	<ul style="list-style-type: none"> • Complete and 	<ul style="list-style-type: none"> • January

<p>services that match the varied needs and interests of all older adults in the community.</p>		<p>provide a minimum of 90% of the NYSOFA unit projections for all non-priority services indicated on the Service Projection Table provided by NYSOFA as evidenced by the submitted quarterly reports.</p>	<p>submit annual report on the form provided by NYSOFA</p> <ul style="list-style-type: none"> Complete and submit quarterly reports on the form provided by NYSOFA 	<p>31, 2019</p> <ul style="list-style-type: none"> April 30, 2018 July 31, 2018 October 31, 2018 January 31, 2019
<p>Engage residents in active leadership roles and decision making capabilities for all aspects of the program: planning, development, implementation, monitoring, and governance.</p>		<ul style="list-style-type: none"> The program will hold a minimum of 4 advisory council meetings each year. A minimum of 35% of the advisory council members will be residents of the NORC. The program will hold 1-2 public forums to provide information to residents and solicit feedback. 	<ul style="list-style-type: none"> Complete and submit annual report on the form provided by NYSOFA 	<ul style="list-style-type: none"> January 31, 2019
<p>Conduct outreach and education to the older adults living in the NORC to make them aware of the services offered.</p>		<ul style="list-style-type: none"> Increase the number of residents served by 5% each year. 	<ul style="list-style-type: none"> Complete and submit annual report on the form provided by NYSOFA Complete and submit quarterly reports on the form provided by NYSOFA 	<ul style="list-style-type: none"> January 31, 2019 April 30, 2018 July 31, 2018 October 31, 2018 January 31, 2019
<p>Work collaboratively with community partners, the local AAA, and community leaders regarding the mission and goals of the NORC and share in the responsibility for achieving these goals.</p>		<ul style="list-style-type: none"> Identify 1-2 new partnerships or working collaboratives each year 	<ul style="list-style-type: none"> Complete and submit annual report on the form provided by NYSOFA 	<ul style="list-style-type: none"> January 31, 2019

PART III
5. EVALUATION QUESTIONS

Maximum Score: 110 points

1. Please indicate the type of program for which you are applying (i.e. classic NORC or neighborhood NORC).

The proposed service area for a **classic NORC** must be an apartment building or housing complex which:

- Was not predominantly built for older adults;
- Does not restrict admissions solely to older adults;
- At least forty percent of the units have an occupant who is an older adult; **AND** in which at least two hundred fifty of the residents of an apartment building are older adults or five hundred residents of a housing complex are older adults; and
- A majority of the older adults to be served are low or moderate income, as defined by the United States Department of Housing and Urban Development.

The proposed service area for a **neighborhood NORC** must be a residential dwelling or group of residential dwellings in a geographically defined neighborhood or group of contiguous neighborhoods which:

- Was not predominantly developed for older adults;
- Does not predominantly restrict admission to older adults;
- **In a non-rural area***, has at least thirty percent of the residents who are older adults or the units have an occupant who is an older adult; or **in a rural area****, has at least twenty percent of the residents who are older adults or the units have an occupant who is an older adult; and
- Is made up of low-rise buildings six stories or less and/or single and/or multi-family homes without common ownership, provided, however, that apartment buildings and housing complexes may be included in rural areas.

- a. If you are applying for a neighborhood NORC, is the proposed service area located in a rural** or non-rural* area?

***Non-rural** areas is defined as any county, city, or town that has a population or population density greater than that which defines a rural area.

****Rural area** is defined as counties within the state having a population of less than two hundred thousand persons including the municipalities, individuals, institutions, communities, programs, and such other entities or resources as are found therein; or, in counties with a population density of less than one hundred and fifty persons per square mile including the villages, individuals, institutions, communities, programs, and such other entities or resources as are found therein.

Eligibility (These questions are not scored but will be used to determine eligibility):

2. The Applicant is a not-for-profit agency specializing in housing, health, or other human services which serves or would serve the community within which a naturally occurring retirement community is located.

_____ Yes

_____ No

3. For classic NORCs only:

- a. The building(s) within the proposed service area was not predominantly built for older adults.

_____ Yes

_____ No

- b. The building(s) within the proposed service are does not restrict admissions solely to older adults.

_____ Yes

_____ No

- c. Please state the total number of people that reside in the project area as well as the number of older adults. What percentage of the total residents are older adults? What percentage of the units have an occupant that is an older adult? You must include the source of the population information. Please see Appendix 3 – Data Elements for more information on how to find population information.

- d. The majority of older adults to be served are low or moderate income, as defined by the United States Department of Housing and Urban Development.

Please see Appendix 3 – Data Elements for more information on how to find income information.

_____ Yes

_____ No

4. For neighborhood NORCs only:

- a. The proposed service area is a residential dwelling or group of residential dwellings in a geographically defined neighborhood or group of contiguous neighborhoods that was not predominantly developed for older adults.

_____ Yes

_____ No

- b. The proposed service area does not predominantly restrict admission to older adults.

_____ Yes

_____ No

- c. Please state the total number of people that reside in the project area as well as the number of older adults. What percentage of the total residents are older adults? What percentage of the units have an occupant that is an older adult? You must include the source of the population information.

Please see Appendix 3 – Data Elements for more information on how to find population information.

- d. The proposed service area is made up of low-rise buildings six stories or less and/or single and/or multi-family homes without common ownership, provided, however, that apartment buildings and housing complexes may be included in rural areas.

_____ Yes

_____ No

Community Information (Maximum Score: 18 points):

5. Is this is a new or existing service area?

6. For the proposed project area, please state the number, size, type and location of apartment building or housing complex for a classic NORC or number, size, type and location of residential dwellings or group of residential dwellings for a neighborhood NORC.

- a. Please attach a map of the project area. In the case of neighborhood NORCs, it is required that the boundaries of the geographic area to be served are clear and coherent and create an identifiable program. Please identify the location of the NORC office on the map.

7. Explain why a classic or neighborhood NORC (as opposed to other types of service programs) is specifically needed in this community.

8. List the demographic characteristics of the residents to be served by the project.

- a. What is the primary age of individuals to be served?

- b. What are the primary languages spoken within the project area (if other than English)?

- c. What are the primary races and ethnicities represented in the project area?

- d. What is the percentage of residents that have a disability?

- e. What is the percentage of residents who live alone?

- f. What is the Applicant agency's experience working with these groups?

9. Describe how the program will identify and address the culturally specific needs of the groups identified in question 8 above.

10. Summarize the culturally sensitive outreach approaches and strategies that will be used to make sure all residents living in the project area are aware of available NORC programs and services.

11. Describe the program's ability to communicate with residents with limited English proficiency (LEP) – e.g. bilingual staff, translated printed materials, access to telephonic interpretation services, etc.

12. Describe the accessibility of the program to individuals with disabilities – e.g. large print materials, use of TTY/711, ASL interpretations, brailled documents, etc.

Partnership and Governance (Maximum Score: 25 points):

13. Identify the key partners of the NORC that will support the NORC as a community organizing program that will create a supportive community in which to grow old. Describe how these key partnerships were formed and the successful relevant experience of the Applicant and each proposed partnering entity that makes them an appropriate organization with which to collaborate. If the Applicant and/or proposed partnering entities has not previously provided or participated as key partner in a NORC, describe other relevant experience of the Applicant and/or proposed partnering entities. This experience may include relevant housing work, healthcare, social services, partnerships and collaborations, community organizing, fundraising, etc.

14. Describe how the Applicant and the partnering entities will work together. Please include the mechanisms for decision making, communication, and reporting.

15. Please provide a letter of support from each key partnering entity that includes a description of how they will participate in the NORC, including how they will benefit from the program and partnership and how they will contribute to the overall success of the program.

16. Describe the community wide support from residents, neighborhood associations, community groups, nonprofit organizations and others. You may include additional letters of support from these organizations even if they are not a key partner.

17. Please describe a specific plan for coordination with the designated area agency on aging to leverage additional services for classic or neighborhood NORC participants.

18. Describe the plan for active, meaningful participation for residents proposed to be served in project design, implementation, monitoring, evaluation, and governance. Please include how the program will build upon the non-monetary assets and aspirations of the residents.

19. The NORC will need to establish an advisory council by the contract start date. Describe how the advisory council will be formed and who will be invited to serve as members. What role will the advisory council play in the governance of the NORC and how often will the advisory council meet?

Organizational Structure (Maximum Score 15 points):

20. Describe how the Applicant and any other agencies involved in the provision of services or the management of the project, including community-based organizations, the housing development governing body, or other owners or managers of the apartment buildings and housing complexes and other residents of such apartment buildings and housing complexes or residential dwellings, will work together to manage the NORC, including policy development, budget development, and the provision of services and programming.

21. Please provide an organizational chart for the Applicant agency.

22. Describe the lines of communication and reporting between the NORC Director and the NORC Advisory Council and the Board of Directors of the Applicant agency. Include the frequency with which the Applicant agency's Board of Directors will receive reports and review operations of the NORC.

23. Attach a listing of the Applicant agency's Board of Directors, including names, professional address, terms of office, affiliations, and board positions.

24. Describe the Applicant's experience, including the fiscal and managerial stability and programmatic success in serving older adults.

25. Describe the Applicant's strategies for maintaining funding continuity for the NORC over time, especially in the event that a source of matching funds becomes unavailable. Include how the Applicant will leverage additional resources and sources of match and any additional funding the NORC will be receiving. Please make sure to include this information on the match worksheet and revenue worksheet in the budget section of the application.

a. Attach any written agreements (Memorandum of Understanding, letter of commitment, etc.) to document any support used to the meet the 25% match requirement.

Staffing (Maximum Score: 12 points):

26. Describe the Applicant agency's capacity for providing dedicated staff time for key positions to the program. What experience and/or qualifications do/will these staff possess?

Please note, each NORC program is required to have a full time NORC director. Minimum qualifications include: a Bachelor's Degree in Social Work or a related field and a minimum of five years of relevant experience. The NORC director will be responsible for administering and managing the day-to-day operations of the programs, including overseeing the department budget, ensuring the provision of services, and supervision of other NORC staff. The NORC must also have an experienced healthcare professional on site with experience that corresponds to the type of healthcare programming offered. This professional could be a nurse with a Bachelor's degree, RN or LPN, a nurse practitioner, a physician's assistant, or related titles.

Programs receiving \$100,000 or more in state funds annually will be required to have at a minimum one full time equivalent (FTE) case manager and one-half FTE providing healthcare management and healthcare assistance.

27. How many additional staff will be employed and what job responsibilities will they have? If they will not be working on the NORC program full time, how will the staff time be divided or allocated?

28. If volunteers will be used to fulfill administrative or service related tasks please describe how these volunteers are selected and trained and who is responsible for the oversight of the volunteer(s).

29. Please describe how Applicant agency will carry out the fiscal operations related to the program. Is there staff dedicated to fiscal operations?

Service Delivery and Programming (Maximum Score: 40 points):

30. The Applicant must have conducted a needs assessment as the basis for determining what services will be provided by the project. Describe the needs assessment methodologies used and the rationale for their selection; how the Applicant determined the services that will be provided by the project; the methodology used to reasonably quantify unmet need; and a description of the residents' role in the process. If a survey tool was used to conduct the needs assessment, please attach a copy of the tool used.

Available on the NYSOFA website is a webinar which provides an overview of the planning process. It can be viewed by going to the NYSOFA website here: <http://www.aging.ny.gov/ReportsAndData/index.cfm> and scrolling down and clicking on "Webinar – Data Available for Local Planning." Also, see Appendix 4 for more information on conducting a needs assessment and a sample tool.

31. Describe the scope and intensity of the services to be provided, including physical and mental health related programming and any other services, as well as their appropriateness for the residents proposed to be served. Additionally, complete Appendix 5 – Service Detail Instrument, to provide a full listing of services to be provided and how many units of each service are projected.

Please note that for the priority services of case management, information and assistance, healthcare management, and healthcare assistance/monitoring the program must provide the following service minimums based on grant amount:

Funding Level	Annual Minimums: Case Management and Healthcare Management	Annual Minimums: Information and Assistance and Healthcare Assistance
Up to \$100,000	625 hours (average 2.5 hours/day)	750 contacts
\$100,001 to \$150,000	750 hours (average 3 hours/day)	1,000 contacts
\$150,001 to \$200,000	875 hours (average 3.5 hours/day)	1,250 contacts

As a reference, Appendix 6 – Standard Definitions for Service, provides a description of all priority and optional services. Other services not listed on Appendix 6 can still be provided if determined to be appropriate. Please note, the Applicant is not required to provide every service listed on the Service Detail Instrument, but must provide a mix of appropriate services based on the needs assessment that provide active and meaningful participation for residents.

32. The services provided by the project may be the same as services provided by the local municipality or other community-based organization provided that those services are not available to or do not entirely meet the needs of the residents of the project area. If this is the case for any of the services to be provided by the project, please explain why the current services do not meet the needs of the residents of the project area.

33. Describe the delivery of priority services, including who will provide the service, how residents will be identified for services, how intakes and follow-up will be handled, how often residents will be reassessed, and how the program will implement a team approach.

34. The Health Indicators Program will be developed and implemented over the course of the contract period. Please describe the Applicant agency's experience developing and administering health-related programming. The experience does not have to be specifically related to the Health Indicators Program, but if the Applicant agency has had prior experience with Health Indicators, please indicate so. See Appendix 7 – Health Indicators Program for more details.

35. Describe any experience the Applicant agency has using web based data collection and reporting systems to generate reports and analyze data trends.

PART IV: ADDITIONAL REQUIRED DISCLOSURE DOCUMENTS
1. NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with section 165 of the State Finance Law, the bidder, by submission of this bid certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) has business operations in Northern Ireland;

Yes___ or No___

If yes:

(2) shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes___ or No___

Signature

Date

PART IV
2. VENDOR RESPONSIBILITY QUESTIONNAIRE

The Office of the State Comptroller (OSC) maintains the VendRep system, which allows business entities (vendors) to enter and maintain their Vendor Responsibility Questionnaire (VRQ) information in a secure, centralized database. It is recommended that all potential vendors prepare their VRQ on-line as follows: http://www.osc.state.ny.us/vendrep/forms_vendor.htm and do so at the time of application submission. For direct VendRep user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672, or by e-mail at helpdesk@osc.state.ny.us.

If a potential vendor opts to use the paper copy, the form is found at http://www.osc.state.ny.us/vendrep/forms_vendor.htm on the OSC website.

PART IV

3. NON-COLLUSIVE BIDDING CERTIFICATION

(Required by: Section 139-D of the NY State Finance Law)

SECTION 139-D, Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 2017 as the act and deed of said corporation of partnership.

Name of Authorized Representative: _____

Signature: _____

Date: _____

Organization Name: _____

Federal ID: _____

PART V: ATTACHMENTS
1. PREQUALIFICATION REQUIREMENTS

Pursuant to the New York State Division of Budget Bulletin H-1032, dated June 7, 2013, New York State has instituted key reform initiatives to the grant contract process which require not-for-profits to register in the Grants Gateway and complete the Vendor Prequalification process in order for applications to be evaluated. Information on these initiatives can be found on the [Grants Reform Website](#).

Applications received from not-for-profit applicants that have not Registered and are not Prequalified in the Grants Gateway on the application due date of 04:00 PM on 12/09/16 cannot be evaluated. Such applications will be disqualified from further consideration.

Below is a summary of the steps that must be completed to meet registration and prequalification requirements. The [Vendor Prequalification Manual](#) on the Grants Reform Website details the requirements and an [online tutorial](#) are available to walk users through the process.

1) Register for the Grants Gateway.

- On the Grants Reform Website, download a copy of the [Registration Form for Administrator](#). A signed, notarized original form must be sent to the Division of Budget at the address provided in the instructions. You will be provided with a Username and Password allowing you to access the Grants Gateway.

If you have previously registered and do not know your Username please email grantsreform@budget.ny.gov. If you do not know your Password please click the [Forgot Password](#) link from the main log in page and follow the prompts.

2) Complete your Prequalification Application.

- Log in to the [Grants Gateway](#). **If this is your first time logging in**, you will be prompted to change your password at the bottom of your Profile page. Enter a new password and click SAVE.
- Click the *Organization(s)* link at the top of the page and complete the required fields including selecting the State agency you have the most grants with. This page should be completed in its entirety before you SAVE. A *Document Vault* link will become available near the top of the page. Click this link to access the main Document Vault page.
- Answer the questions in the *Required Forms* and upload *Required Documents*. This constitutes your Prequalification Application. Optional Documents are not required unless specified in this Request for Applications.
- Specific questions about the prequalification process should be referred to your agency representative or to the Grants Reform Team at grantsreform@budget.ny.gov.

3) Submit Your Prequalification Application

- After completing your Prequalification Application, click the **Submit Document Vault** Link located below the Required Documents section to submit your Prequalification Application for State agency review. Once submitted the status of the Document Vault will change to *In Review*.
- If your Prequalification reviewer has questions or requests changes you will receive email notification from the Gateway system.
- Once your Prequalification Application has been approved, you will receive a Gateway notification that you are now prequalified to do business with New York State.

Vendors are strongly encouraged to begin the process as soon as possible in order to participate in this opportunity

PART V
3. APPLICATION CHECKLIST

1. ___ Cover Page

2. ___ Expenditure based budget and associated worksheets (Attachment B-1)

3. ___ Subcontractor Budget – if applicable (Attachment B-2)

4. ___ Request for Waiver of Housing or Community Matching Requirements – if applicable
(Appendix 2)

5. ___ Work Plan (Attachment C)

6. ___ Evaluation Questions

7. ___ Map of Project Area

8. ___ Letters of Support

9. ___ Organizational Chart

10. ___ Written agreements to document any support used to meet the 25% match requirement

11. ___ Service Detail Instrument (Appendix 5)

**PART V
4. MWBE UTILIZATION PLAN (MWBE 103)**

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (MWBE) under the contract. Attach additional sheets if necessary. Utilization of certified minority and woman owned business enterprises for non-commercially useful functions may not be counted toward utilization of certified minority and woman owned business enterprises identified in this utilization plan.

Offeror's Name:
Address:
City, State, Zip Code:
Telephone No.:
Region/Location of Work:

Federal Identification No.:
Solicitation No.:
Project No.:
MWBE Goals in the Contract: MBE % WBE %

1. Certified MWBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (MWBE 104).

PREPARED BY (Signature): DATE: NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.	TELEPHONE NO.:		EMAIL ADDRESS:	
	FOR MWBE USE ONLY			
	REVIEWED BY:			DATE:
Please submit to: NYS Office for the Aging, 2 ES Plaza, Albany, NY 12223-1251 MWBE 103 (Revised 9/12)	UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No.: _____ Project No. (if applicable): _____			
	Contract Award Date: Estimated Date of Completion: Amount Obligated Under the Contract:			
	Description of Work: NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____			

**PART V
5. EEO STAFFING PLAN (MWBE 101)**

Solicitation No:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name:		<input type="checkbox"/> Offeror
Offeror's Address:		<input type="checkbox"/> Subcontractor Subcontractor's Name _____

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification														
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)		Veteran (M) (F)		
Officials/Administrators																		
Professionals																		
Technicians																		
Sales Workers																		
Office/Clerical																		
Craft Workers																		
Laborers																		
Service Workers																		
Temporary /Apprentices																		
Totals																		

PREPARED BY (Signature):	TELEPHONE NO:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal to: NYS Office for the Aging, 2 ESP, Albany, NY 12223-1251 MWBE 101 (Rev 9/12)

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (MWBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

Enter the Solicitation number that this report applies to along with the name and address of the Offeror.

Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.

Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.

Enter the total work force by EEO job category.

Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'

Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the NYSOFA staff person designated in the solicitation if you have any questions.

Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.

Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

WHITE: (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK: A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

HISPANIC: A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

ASIAN & PACIFIC: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

ISLANDER

NATIVE INDIAN (NATIVE): A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal.

AMERICAN/ ALASKAN (NATIVE): Affiliation or community recognition.

OTHER CATEGORIES:

DISABLED INDIVIDUAL: Any person who: has a physical or mental impairment that substantially limits one or more major life activity(ies), has a record of such an impairment; or is regarded as having such an impairment.

VIETNAM ERA VETERAN: A veteran who served at any time between and including January 1, 1963 and May 7, 1975.

GENDER: Male or Female

PART V
6. MWBE/EEO POLICY STATEMENT (MWBE 100)

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT
FOR CONTRACTORS OF THE NEW YORK STATE OFFICE FOR THE AGING**

MWBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) agree to adopt the following policies with respect to the project being developed or services rendered at _____

MWBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MWBE contractor associations.
- (2) Request a list of State-certified MWBEs from NYSOFA and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MWBEs.
- (4) Where feasible, divide the work into smaller portions to enhance participation by MWBEs and encourage the formation of joint ventures and other partnerships among MWBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.
- (6) Ensure that progress payments to MWBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage MWBE participation.

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and 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.
- (b) This organization shall state in each solicitation or advertisement for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (c) At the request of NYSOFA this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military 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.
- (e) This organization will include the provisions of sections (a) through (d) of this policy statement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Adopted this _____ day of _____, 2_____

By: _____

Print: _____ Title: _____

Contractor's Minority Business Enterprise Liaison

_____ is designated as the Contractor's Minority Business Enterprise (Name of Designated Liaison)

Liaison responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment Opportunity (MWBE-EEO) program.

MWBE Contract Goals

___30___ % Minority and Women's Business Enterprise Participation

_____ % Minority Business Enterprise Participation

_____ % Women's Business Enterprise Participation

(Authorized Representative)

Title: _____

Date: _____

PART VI: APPENDICES
APPENDIX 1
POLICY FOR MATCHING FUNDS REQUIREMENTS

Match Requirements

As specified in §209 of the NYS Elder Law, applicants are required to provide matching funds of at least twenty-five percent (25%) of the amount of state funding that is awarded. For classic NORCs, at least fifty percent (50%) of the total matching funds required must be contributed by the housing development governing body or other owners or managers and residents of the apartment buildings and housing complexes. For neighborhood NORCs, at least fifty percent (50%) of the total matching funds required must be contributed by residents of the geographical area in which the project is proposed. Any public funds, regardless of source, committed to a NORC/NNORC program prior to deadline of and not in response to this RFA may not be used to meet the required twenty-five percent (25%) program match.

Types of Matching Funds

Matching funds can come from a variety of sources, including NORC partners, private foundations and individual donations. These contributions can be in the form of cash or in-kind services. If a NORC program receives cash contributions, those are classified as cash matching funds. If a service provider or other party provides services to a program, these non-cash contributions can be considered in-kind match. In-kind services must meet all of the following criteria to be used as matching funds:

- 1) They must be reasonable and necessary to meet NORC program objectives;
- 2) They must be allowable costs (i.e., costs that would be reimbursable with state funds if the contractor were to pay for them);
- 3) They must be applicable to the program period to which they are applied; and,
- 4) They cannot be used to match other funds.

Please note: all matching funds must be specifically designated for and applied to the state funded NORC program. Expenditures or in-kind contributions for peripheral projects or activities are not allowable as match.

Valuation of In-Kind Contributions

Allowable in-kind matching funds are limited to direct service provision. Third party donations of goods or space cannot be used as matching funds under the NORC program. In-kind contributions must be documented and verifiable. Records must be maintained by the contractor to support the value placed on in-kind contributions. If another organization is providing the NORC program with an employee's services at no cost, then the individual's time that is donated, should be valued at their regular rate of pay, provided that the work they are contributing is similar to their normal line of work. Fringe benefits may also be included.

The value of unpaid services provided by individuals (i.e., volunteer services) can be used to meet the minimum matching funds requirements, including the provision of professional or technical services. As with all matching funds, in order to be allowable, the services provided must be necessary to meet program objectives. The valuation of these services must be consistent with those paid for similar services in the contractor's organization, if applicable; otherwise, a rate of pay for those providing similar work in that geographical area should be used. A reasonable amount of fringe benefits may also be included in the valuation.

All in-kind services must be reflected in the matching funds section of the budget as well as the Subcontractors/Consultants category of the budget).

Matching Funds from the Housing Entity and/or Owners

For classic NORCs, at least fifty percent (50%) of the total matching funds required must be

contributed by the housing development governing body or other owners or managers and residents of the apartment buildings and housing complexes. For neighborhood NORCs, at least fifty percent (50%) of the total matching funds required must be contributed by residents of the geographical area in which the project is proposed. This can include dues and fees for service as well as contributions from residents and housing entities. Matching funds from housing entities, owners, residents, or the geographically defined community can be in the form of cash or in-kind services.

Required Documentation and Reporting

For contributions of in-kind services in excess of \$1,000 that are provided by another partner or service provider that are used as matching funds, a memorandum of understanding (MOU) must be submitted to NYSOFA. The MOU must state what specific services this partner is committing to provide to the NORC program.

Matching funds may also be provided by subcontractors. If a subcontractor intends to provide services beyond the expected or agreed upon reimbursement and the contractor intends to use these additional services as a source of in-kind match, then this should be reflected in the subcontractor agreement and this agreement must be submitted to NYSOFA. For cash match, no additional documentation is required from the contributing party.

In-kind matching funds must be reported to NYSOFA when submitting claims for payment. Applicants are required to provide information about the source and value of in-kind contributions as well as a description of the services contributed.

The claiming and reporting requirements are the same for matching funds as state grant funds. Allowable program expenses, whether paid for with cash matching funds or state funds, must be submitted to NYSOFA for reimbursement in accordance with the NORC vouchering procedure.

Waiver of Housing or Community Matching Funds Requirements

NORC programs may request that NYSOFA waive part of the matching funds required by the housing development governing body or other owners or managers and residents of the apartment buildings and housing complexes, or geographically defined area in which the project is proposed; however, the total matching funds requirement must still be met from other allowable sources. Waivers for the total match requirement will not be considered. In order to qualify for a waiver, programs must be able to document that the area served by the NORC meets the criteria for a low income or hardship community. For these purposes, low income and hardship communities are defined as:

Low income community – A community where the annual income for the majority of residents is fifty percent or less than the median family income (MFI). These are the “Very Low” income limits provided by the US Department of Housing and Urban Development, which are derived from census data. The income limits for your program (county/state) can be obtained at: www.huduser.org; select Income Limits Data.

Hardship community - A community that does not qualify as low income as defined above, but due to other factors, such as the frailty or isolation of the residents, or a lack of funding available for supportive services, these residents are disadvantaged

Programs that need to request a waiver of any part of the fifty percent housing development or community matching requirement must complete and sign a Request for Waiver of Housing or Community Matching Requirements. The waiver must specify whether the program is requesting a waiver on the basis of either low income or hardship conditions and include an appropriate explanation as to why this project cannot be implemented or sustained without a waiver.

**PART VI
APPENDIX 2
REQUEST FOR WAIVER OF HOUSING OR COMMUNITY MATCHING REQUIREMENTS
(Complete only if applicable)**

Applicant: _____

Complete this form if you are requesting a waiver of any part of the total matching funds required by 1) the housing development governing body or other owners or managers and residents of the apartment buildings and housing complexes for the classic NORC model, or 2) geographically defined area in which the project is proposed for the neighborhood NORC model. To qualify for a waiver, you must be able to certify that the area served by the program meets the state's criteria for a low income or hardship community. For these purposes, low income and hardship communities are defined as:

Low Income Community - A community where the annual income for the majority of residents (more than 50%) is 50% or less than the median family income (MFI). These are the "Very Low" income limits provided by the US Department of Housing and Urban Development.

Hardship Community - A community that does not qualify as low income as defined above; but whose residents are disadvantaged due to other factors, such as the frailty or isolation of the residents, medically disadvantaged or a lack of funding available for supportive services.

Please check the appropriate box to indicate the basis upon which your program is requesting a waiver and provide a detailed explanation of how the residents meet this criteria and why the program cannot be sustained without a waiver. Only waivers of the source of matching funds will be considered; the total matching funds requirement must still be met from other allowable sources.

Low Income Community OR Hardship Community

EXPLANATION (use additional pages if necessary):

- 1) State Funds Requested: \$ _____

- 2) Total Matching Funds Required [Note: Must be 25% of State Funds Requested rounded up to whole dollar]: \$ _____

- 3) Matching Funds Required from Housing or Community: [50% of total match required rounded up to whole dollar] \$ _____

- 4) Matching Funds to be Provided from Housing or Community: \$ _____

- 5) Amount of Housing or Community Matching Funds Requested to be Waived: \$ _____

**PART VI
APPENDIX 3
DATA ELEMENTS**

There are four data elements requested in the RFA:

- Total Population
- Population ages 60 or over
- Percent of households with person ages 60 or over
- Number of persons ages 60 or over at low or moderate income

While it is ultimately the responsibility of the applicant to provide the data required, the New York State Office for the Aging (NYSOFA) is providing this guidance to help Applicants meet this requirement.

One way, but not the only way, to establish compliance with the program requirements for population and income is to use data published by the Census Bureau. While these data are not an exact one-to-one match with the data specified in the statute, using these data would establish compliance with the statute.

NYSOFA has identified the following data sources that may be of use to all applicants:

- Census Bureau, Census 2010
 - Access through American FactFinder
 - <http://factfinder.census.gov>
- Census Bureau, American Community Survey, 2014 Five-year Estimates
 - Access through American FactFinder
 - <http://factfinder.census.gov>
- Census Bureau/Administration for Community Living, 2013 Five-year Estimates
 - Access through Aging Integrated Database (AGID)
 - <http://www.agid.acl.gov/DataFiles/>
and select ACL Special Tabulation

American FactFinder allows (or, in fact, requires) users to specify specific geographies. For this application, all geographies will start with New York State and work downward in scope (see Figure One: Census Geography Structure below).

The AGID selects all geographies in a single file by state. In general, data on the AGID is the most useful, as it specially includes the ages 60 and over cohort for income; however, its geographic coverage is limited with respect to the smallest areas available.

Individual NORCs, whether a classic or neighborhood NORC, must be defined by certain geographic criteria. As population counts within those areas are critical in the completion of the application, a clear understanding of Census Bureau geographies is necessary.

There are literally dozens of census geographies, which are ordered hierarchically: for the purposes of this application, the relevant geographies are as follows:

Figure One: Census Geography Structure

State
 County
 County Sub-division
 Place
 Census Tract
 Block Group
 Block
 Zip Code Tabulation Area (ZCTA)

In the above hierarchy, a "place" may be an incorporated area or other census designated location. This would include an incorporated village or a densely populated area that is identifiable by name (e.g., its post office) but not an incorporated area. Alternatively, a location may be a county subdivision, which would be a city or a town. These may be particularly useful levels of measurement for neighborhood NORCs.

Finer divisions may also exist, especially within urban areas, down to the tract, block group, and block. The latter area would typically be – literally – one city block, although it would necessarily be a well populated block. These areas may be particularly useful levels of measurement for classic NORCs.

For the Special Tabulation on Aging, between 2012 Five-year Estimates and the 2013 Five-year Estimates, for some data categories, census tracts were replaced by "Zip Code Tabulation Areas" (ZCTAs), which are essentially postal Zip Codes with modifications where necessary for small population counts. As the applicant desires, a 2012 file with census tracts or a 2013 file with ZCTAs may be used. (ZCTAs are also available for the general American Community Survey, and likewise the applicant may use a ZCTA.) As ZCTAs are similar in size to places, villages, cities, and some town, similar substitutions may also be made.

Income

The statute specifies the number of older adults at low or moderate income, as specified by the Federal Department of Housing and Urban Development (HUD), which provides thresholds for extremely low income, very low income, and low income; moderate income, however, is not defined. As the population at low income is defined as that population at 80% of the median family income for a family of four, it is credible to extrapolate that moderate income be the population with incomes between the low-income threshold and the HUD-designated median; thus, eligible income may be considered to be at or below that moderate income.

The median income and associated levels for family size correspond to the Department of Health and Human Services (HHS) Poverty Thresholds by family size, with the benchmark family of four being at approximately 2.98 times the poverty income. Poverty data are reported by the Census Bureau in the standard ACS and the ACL Special Tabulation include the ration of income to poverty at the 2.99 level and below; therefore, this is the most easily obtained and utilized manner to determine low and moderate income.

Household Ages

The statute requires a count of the number of households with a person ages 60 or over. Unfortunately, at the small population sizes of the geographies in question, that particular datum is not always available: in AGID it is available for counties, county sub-divisions, places, census tracts, and ZCTAs. Data available from the Census Bureau's more general American Community Survey are for age of householder: while some households will not be counted because – for example – the householder is under age 60 while the spouse is over age 60, any household that meets this requirement by having a householder ages 60 or over will obviously meet the requirement of the application of having a person ages 60 or over.

Data Elements

NYSOFA has identified a number of data elements from the above noted sources that will be useful in documenting the population requirements of the application (see Table One below). The applicant may use additional elements or may use other sources, as desired or necessary.

Other Sources of Data

Applicants may wish to explore alternative sources of data. In classic NORCs, housing management agencies may have detailed demographic information of residents (age, household size, income). These data may be better targeted to the applicant's needs than the more general Census data.

Table One: Data Elements

Data Required	Census 2010, Summary File 1	American Community Survey, 2014 Five- year Estimates	Special Tabulation on Aging, 2013 Five-year Estimates
Total Population	P12 x	B01001 g	S21003 s,z
			S21043B t,z
Population ages 60 or over	P12 x	B01001 g	S21003 s,z
			S21043B t,z
Percent of households with person ages 60 or over	H17 x,h	B25007 g,h GCT1104 c,5	S21010B* t,z
Number of persons ages 60 or over at low or moderate income	-----	B17024** g	S21043B** t,z

Geography Notes

- x all geographies
- c to counties only
- s to townships only
- t to census tracts only
- g to block-groups only
- z including Zip Code Tabulation Area

Data Notes

- 5 for ages 65 and over only
- h householder ages 60 and over
- * Include the population in households only
- ** sum for all poverty ratio less than 3.00 and for B17024 all age groups 65 and over

**PART VI
APPENDIX 4
SERVICE NEEDS ASSESSMENT**

All Applicants must have conducted a Service Needs Assessment as the basis for determining what services will be provided by the project under this RFA. The New York State Office for the Aging (NYSOFA) has developed a Service Needs Assessments tool that applicant agencies may consider using to complete the needs assessment required by this RFA. Your needs assessment can ask questions above and beyond what is provided in this tool, however, we expect that all applicant agencies that conduct a needs assessment via a survey tool at a minimum must include the elements provided in this assessment tool.

A needs assessment should be based on surveys or interviews conducted by the applicant agency, records of the applicant agency, current secondary data from other agencies, public comments at advisory committee meetings and public hearings, analysis of demographic and census data, or other sources approved by NYSOFA. There is a webinar available on NYSOFA's website that provides an overview of the planning process which may be helpful. It can be viewed by going to the NYSOFA website here: <http://www.aging.ny.gov/ReportsAndData/index.cfm> and scrolling down and clicking on "Webinar – Data Available for Local Planning."

Additionally, that the needs assessment should be conducted on a valid sample of older adults residing in the proposed project area in order to quantify to the extent practicable the range of current service needs of older adults in the project area and the extent and magnitude of specific needs, reflecting the unique needs of groups with common ethnic, age, geographic, health, or economic characteristics.

NEEDS ASSESSMENT PROCESS DOCUMENTATION

The Applicant must document the following components of their **needs assessment process**:

- identification of the needs assessment methodologies used and the rationale for their selection;
- analysis of the data collected and how the Applicant determined the services that will be provided by the project;
- methodology used to reasonably quantify unmet need; and
- a description of the residents' role in the process.

The purpose of the Service Needs Assessment is to provide the following information to assist the Applicant in developing its application to operate a classic or neighborhood NORC program:

- assessment of the conditions of older people that limit their ability to remain in or return to their homes and to participate in family and community life;
- quantifications of the extent of the needs of older people in various parts of the project area for supportive services, nutrition services, legal services, and multipurpose senior centers, including the unique needs of groups with common ethnic, age, geographic, health, or economic characteristics;
- identification of the available resources;
- identification of unmet needs; and
- establishment of priorities.

This document has been developed to assist Applicants in conducting a Service Needs Assessment as required by this RFA. The elements of the needs assessment survey tool on the following pages should be used as a baseline if the Applicant uses a survey as one of the ways to collect appropriate information from the community.

	Important and is a concern for me	Important, but is NOT a concern for me	NOT Important And is NOT an Concern for me
<u>Housing</u>			
Able to perform household chores (cleaning, etc)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Finding reliable help to perform home maintenance/repairs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ability to pay rent or taxes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Able to pay for home heating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Transportation</u>			
To medical appointments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
To out of county medical appointments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
To the grocery store and other errands	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Driving my own car	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
To recreational activities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Insurance/Health</u>			
Understanding Medicare and various options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Understanding low-income health insurance subsidies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Understanding long term care services and support options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Understanding Long Term Care insurance options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recurring falls, in and out of the home	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing a chronic health conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accessing services for individuals with Alzheimer's or dementia and their caregivers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accessing services for individuals with mental health needs			

	Important and is a concern for me	Important, but is NOT a concern for me	NOT Important And is NOT an Concern for me
<u>Nutrition/Food</u>			
Access to food	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Having enough money for nutritious food	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Being able to shop and cook for myself	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Able to follow a special diet recommended by my doctor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Services and Supports</u>			
Respite services for caregivers for people with dementia or other functional impairments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Access to senior centers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation options for those unable to drive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
In-home personal care services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ability to participate in Congregate Meal Sites or receive Home Delivered Meals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ability to obtain help in applying for government programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Access to socialization opportunities, individual or group	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Caregivers

If you are caring for another individual, please answer the following questions.

For whom do you provide care? (circle) Spouse Parent Adult Child (21+) Minor Aged Child (20 and younger)

Does the individual for whom you care live in your home? (circle) Yes No

Does the individual have memory problems and/or dementia? (circle) Yes No

Do you feel overwhelmed and/or stressed in providing care? (circle) Yes No

Where I Turn for Help:

If you, or someone you know, has been in the hospital in the past year, did you/they have the information and supports needed to return home? (circle one) Yes No Not applicable Don't Know

Have you heard of "NY Connects", the local program that helps consumers with information, assistance and connections to needed long term services and supports? Yes No Not applicable

Demographic

Demographics (This information will be kept in strict confidentiality, used only for statistical purposes)

Age: ____ Sex (circle): Male Female

Persons living in your home including yourself (circle): 1 2 3 4+

Living Arrangements (circle): Homeowner Renter None of the above

Income (per year) (circle):

1 person household: Less than \$11,491 \$11,491 - \$22,980 More than \$22,980

2 person household: Less than \$15,510 \$15,510 - \$31,020 More than \$31,020

**PART VI
APPENDIX 5
SERVICE DETAIL INSTRUMENT**

1. Service Projections

Complete the table below, indicating what you expect to accomplish during the program period. Refer to the Standard Definitions to ensure that the services and units provided by your program are accurately reflected.

	Unit Definition	NYSOFA Units of Service (state funds + match) (A)	Units of Service Provided with All Other Funds (B)	Total Units of Service (A + B)
I. <u>Priority Services</u>				
Case Management	1 hour			
Information and Assistance	1 contact			
	Total # hours			
Healthcare Management	1 hour			
Healthcare Assistance/ Monitoring	1 contact			
	Total # hours			
II. <u>Unduplicated Cases</u> - The categories below are not necessarily mutually exclusive. For example during this period, a client may initially receive case assistance but later need case management and would be counted in both categories.				
Case Management	1 individual			
Information and Assistance	1 individual			
Healthcare Management	1 individual			
Healthcare Assistance/ Monitoring	1 individual			
III. <u>Individual Services</u> - Individual services can be provided by paid staff and/or volunteers				
Assisted Transportation (Escort)	1-way trip			
	Total # hours			
Personal Care Level 1 (Housekeeping/Chore)	1 hour			
Personal Care Level 2 (Personal Care/Home Care)	1 hour			
Counseling - professional mental health service	1 hour			
Telephone Reassurance	1 contact			
	Total # hours			
Shopping Assistance	1 contact			
	Total # hours			
Friendly Visiting	1 contact			
	Total # hours			
Residential Repair and Maintenance	1 hour			
Personal Emergency Response System (PERS)	1 unit per month			

	Unit Definition	NYSOFA Units of Service (state funds + match) (A)	Units of Service Provided with All Other Funds (B)	Total Units of Service (A + B)
Other Individual Services – Describe:				
IV. <u>Volunteer Services</u>				
Other Volunteer Services- Describe:	Total # hours			
V. <u>Group Services</u>				
Education/Recreation groups	1 session/event			
	Total attendance			
Health Promotion groups	1 session/event			
	Total attendance			
Support Groups (e.g., caregivers, peer groups, etc.):	1 session			
	Total attendance			
Other Group Services - Describe:				
VI. <u>Transportation</u>				
Individual or Group transportation	1 one-way trip			
VII. <u>Outreach Activities</u>				
Outreach	# of contacts			
Public Information: Printed materials	Type/total (ex. 300 flyers)			
Mass Communication	Type/Number			
Presentations	Number/ Attendance			

2. Service Provision

At a minimum, all NORC programs are expected to provide the following priority services: case management, information and assistance, healthcare management, healthcare assistance/monitoring, and health promotion. Programs should also provide a wide range of other services that match the varied needs and interests of all older adults in the community, whether they are well and active or frail and isolated.

- A.** In the column labeled “Description,” describe the services that your program will provide; in the column labeled “Provided By,” indicate by whom the service will be provided; and in the column labeled “Funding Source(s),” indicate if the service is funded with NYSOFA dollars or another source. If the service is funded with non-NYSOFA dollars, please indicate the funding source. If the NORC does not provide a particular services, leave that category blank.

	Description	Provided By	Funding Source(s)
I. <u>Priority Services</u>			
*For programs receiving \$100,000 or more in state funds annually, include an explanation of how the program meets the minimum of one full time equivalent (FTE) case manager and one-half FTE providing healthcare management and/or healthcare assistance.			
Case Management*			
Information and Assistance			
Healthcare Management*			
Healthcare Assistance/ Monitoring			
III. <u>Individual Services</u>			
Assisted Transportation (Escort)			
Personal Care Level 1 (Housekeeping/Chore)			
Personal Care Level 2 (Personal Care/Home Care)			
Counseling - professional mental health service			
Telephone Reassurance			
Shopping Assistance			
Friendly Visiting			
Residential Repair and Maintenance			
Personal Emergency Response System (PERS)			
Other Individual Services			
IV. <u>Volunteer Services</u>			
Other Volunteer Services			
V. <u>Group Services</u>			
Education/Recreation groups			

	Description	Provided By	Funding Source(s)
Health Promotion groups			
Support Groups (e.g., caregivers, peer groups, etc.)			
Other Group Services			
<u>VI. Transportation</u>			
Individual or Group transportation			
<u>VII. Outreach Activities</u>			
Face to Face Outreach			
Public Information			

- B.** NORC programs can provide services on a **one-time** basis to individuals who live in neighborhoods outside of, but contiguous to, the boundaries of the NORC. These services must be either 1) services provided on a one-time basis intended to support or improve residents' health and welfare (e.g. flu clinics) or 2) services provided by NORC programs who have received a grant that requires that services be provided beyond geographic boundaries of the program. Please describe any such services that you plan to provide with state and/or matching funds to nearby residents living outside of the NORC (and what those funds are).

PART VI
APPENDIX 6
STANDARD DEFINITIONS OF SERVICE

(Note units measured in hours can be reported in quarter hour increments.)

Priority Services	
Priority Services are required to be provided by all NORC programs	
SERVICE NAME	Case Management
SERVICE DEFINITION	<p>A comprehensive process that helps older persons with diminished functioning capacity, and/or their caregivers, gain access to and coordinate appropriate services, benefits and entitlements. Case management consists of assessment and reassessment, care planning, arranging for services, follow-up and monitoring at least every two months and discharge. These activities must be provided by or under the direction of the designated case manager or case manager supervisor.</p> <p>Case Management activities for NORC clients receiving services:</p> <ul style="list-style-type: none"> • A comprehensive MDS-compliant assessment is the collection of information about a person's situation and functioning, and that of his/her caregivers, which allows identification of the person's specific strengths and needs in the major functional areas. • A care plan is a formal agreement between the client and case manager and, if appropriate, the client's caregivers regarding client strengths and problems, goals and the services to be pursued in support of goals. • Implementation of the care plan (arranging and authorizing services) includes contacting service providers, conducting case conferences and negotiating with providers for the delivery of needed services to the client as stated in the care plan. • <u>Follow-up and monitoring of the care plan every two months at a minimum</u>, ensures that service delivery is meeting the client's needs and being delivered at the appropriate levels and quality. <u>Contact with the service providers is regular and ongoing</u>. Reassessment is the formal re-examination of the client's situation and functioning and that of his/her caregivers to identify changes which occurred since the initial assessment/last reassessment and to measure progress toward goals outlined in the care plan. It is done at least annually and more frequently if needed. Changes are made to the care plan as necessary. • Discharge is the termination of case management services. Reasons for discharge may include the client requesting discharge, the attainment of goals described in the care plan, the client needing a type of service other than case management or ineligibility for the service. <p>Case managers may also be functioning in the role of a support coordinator or consultant to informal caregivers. In this role, the case manager may be acting as a teacher, networker, counselor and/or family guide.</p> <p><u>Counting Clients:</u> For a <i>client</i> to be reported as a case management client, he/she must be receiving or expected to receive all the components summarized above.</p> <p><u>Counting Units of Service:</u> <i>Time</i> spent in any of the following is appropriately reported as case management <i>units</i> (one hour = one unit): traveling to a NORC client's home and conducting an assessment, telephoning clients to follow-up on service delivery, discussing services for a specific client with the service provider, and organizing and conducting a case conference concerning a specific client and the case manager inputting client data into the computerized system.</p> <p>While a case manager typically works a seven and a half or eight hour day, this does not imply that each day he/she will generate seven and a half or eight hours of case management units. Time spent in administrative, educational or general activities cannot be counted as units of service. For example, time spent in such activities is <u>not</u> appropriate to report as case management units:</p> <ul style="list-style-type: none"> • traveling to and participating in trainings or conferences • participating in a video conference on conducting client assessments; • developing a new form for monitoring in-home service providers; • comparing the in-home service provider's bill for the month to the number of hours

	<ul style="list-style-type: none"> authorized for each client and the number of hours actually provided for each client; participating in the monthly meetings of the NORC's staff and partners which feature general discussions of aging network issues, implementation of the NORC budget and personnel procedures.
UNIT OF SERVICE	One hour of service including travel time.
SERVICE NAME	Information and Assistance
SERVICE DEFINITION	<p>Provided to older persons to align them with appropriate services, entitlements or other resources. Provides assistance with personal crises or problems of daily living as appropriate to individual needs. This is a short term intervention that usually addresses a specific issue; it does not involve ongoing care or monitoring.</p> <p>The provision of Information and Assistance may include three components :</p> <ol style="list-style-type: none"> 1. The provision of information on services, benefits, entitlements and other areas of concern to consumers or their representatives which enables them to locate and obtain needed resources on their own. 2. Assistance to consumers in obtaining access to the services and resources available within their community. An individual is provided with information on a one-to-one basis about available services and opportunities in the community, assisted in defining problems/needs and capacities, receives direction or guidance relative to those identified issues and is linked to services and opportunities to meet the problems/needs. When appropriate, case assistance may also involve worker intervention, negotiation and advocacy with providers on the client's behalf to ensure the delivery of needed services and benefits. Also included in this is follow-up, to the extent possible, that the consumer receives the service. 3. Referral is a two-step process involving the initiation of a linkage between a client and a service provider, and follow-up to determine whether the service has been or is being provided.
UNIT OF SERVICE	One contact
SERVICE NAME	Healthcare Management
SERVICE DEFINITION	A comprehensive process provided by a qualified health professional that helps older persons with diminished functioning capacity, and/or their caregivers by targeting individuals who have immediate and ongoing medical needs, as well as addressing their overall health and well-being. Provides non-reimbursable, individual healthcare consultation and helps identified clients manage chronic conditions, responds to acute episodes, and helps them access the healthcare system. Involves an assessment, care planning, arranging and coordinating services, follow-up and monitoring at least every two months.
UNIT OF SERVICE	One hour of service including travel time.
SERVICE NAME	Healthcare Assistance/Monitoring
SERVICE DEFINITION	Health screening, consultation, and regular monitoring of blood pressure and other health indicators for residents who have been identified to be at risk. Includes services provided by a healthcare professional to residents with specific health-related issues or needs on a short-term or episodic basis. Assistance on health-related matters, such as the scheduling of appointments and contacts with pharmacies, provided by casework staff, should also be included.
UNIT OF SERVICE	One contact
SERVICE NAME	Health Promotion
SERVICE DEFINITION	Consists of services and activities that promote good health and quality of life, increase awareness and understanding of health lifestyles, promote chronic disease prevention and management and promote physical and mental health. Includes physical fitness programs and health screening tests

	<p>or activities that encourage early detection of health problems (e.g., blood pressure screening, glaucoma testing, hearing test, etc).</p> <p>Services and activities that promote chronic disease prevention and management, promote physical and mental health, improve or maintain quality of life, and increase awareness and understanding of healthy lifestyles. These include but are not limited to:</p> <ul style="list-style-type: none"> • Evidence-based health promotion programs • Medication management to prevent incorrect medication and adverse drug reactions • Routine health screenings such as vision, diabetes, bone density and nutrition • Medicare preventive services such as education programs on the availability, benefits, and appropriate use of preventive health services • Preventive nutrition services such as nutrition counseling and education • Physical fitness programs • Home injury control services such as screening home environments and education programs on injury and falls prevention at home • Mental Health services such as screening for depression, provision of educational activities
UNIT OF SERVICE	<p>One group session</p> <p>Total attendance is not an unduplicated count. Include each participant every time s/he attends a group session.</p>

Optional Services

NORC programs should provide a wide range of other services that match the varied needs and interests of all older adults in the community.

Individual Services

SERVICE NAME	Assisted Transportation (Escort)
SERVICE DEFINITION	<p>Personal accompaniment of older persons to appointments and outings in the community.</p> <p>Please note, services reported in the assisted transportation/escort category must involve the personal accompaniment of the older person throughout an outing or trip. Thus, assistance offered by a van driver in operating a wheelchair lift or walking with an older person from the van to his/her front door is not considered assisted transportation/escort—the driver is simply being helpful to the older person as part of regular transportation activities.</p>
UNIT OF SERVICE	Each one-way trip
SERVICE NAME	Personal Care Level I (Housekeeping/Chore)
SERVICE DEFINITION	<p><u>A service that includes some or total assistance with the following tasks on behalf of or to assist a person commensurate with the person's limitations in IADLs:</u></p> <ul style="list-style-type: none"> • Making and changing beds • Dusting and vacuuming the rooms which the person uses • Light cleaning of the kitchen, bedroom and bathroom • Dishwashing • Listing needed supplies • Shopping for the person • The person's laundering, including necessary ironing and mending • Preparing meals, including simple modified diets • Paying bills and other essential errands • Escorting to appointments and community activities
UNIT OF SERVICE	One hour of service
SERVICE NAME	Personal Care Level II (Home Care)
SERVICE DEFINITION	<p>A service that includes assistance with the following tasks on behalf of or to assist a client commensurate with the person's limitations in ADLs or limitations in both ADLs and IADLs:</p> <p>Some or total assistance with:</p>

	<ul style="list-style-type: none"> • All the tasks listed under Personal Care Level I; • Bathing of the person in the bed, tub or shower; • Dressing; • Grooming, including care of hair, shaving and ordinary care of nails, teeth and mouth; • Toileting, including assisting the person on and off the bedpan, commode or toilet; • Walking, beyond that provided by durable medical equipment, within the home and outside the home; • Transferring from bed to chair or wheelchair; • Preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diet; • Feeding; • Administration of medication by the client, including prompting the client of time, identifying the medication for the client, bringing the medication and any necessary supplies or equipment to the client, opening the container for the client, positioning the client for the medication and administration, disposing of used supplies and materials and storing the medication properly; • Providing routine skin care; • Using medical supplies and equipment such as walkers and wheelchairs; • Changing simple dressings.
UNIT OF SERVICE	One hour of service
SERVICE NAME	Counseling
SERVICE DEFINITION	A one-to-one relationship between an older person and a worker trained in counseling techniques. The service is designed to help an individual cope with the problems and stress which interfere with normal health and social functioning by alleviating stress or anxiety and to help the client make appropriate choices and plans.
UNIT OF SERVICE	One hour of service
SERVICE NAME	Telephone Reassurance
SERVICE DEFINITION	An organized service providing supportive contact and monitoring on an on-going basis via regularly scheduled telephone calls to older persons who live or are temporarily alone, and have limited ability to leave their homes in order to reduce isolation and help ensure the health and safety of the older adult.
UNIT OF SERVICE	One contact
SERVICE NAME	Shopping Assistance
SERVICE DEFINITION	Shopping on behalf of an older person; must include personal assistance. Do not include if the program provides only transportation to stores.
UNIT OF SERVICE	One contact
SERVICE NAME	Friendly Visiting
SERVICE DEFINITION	An organized visit to homebound older persons providing socialization, recreation, and the opportunity to observe and report the client's condition and circumstances.
UNIT OF SERVICE	One contact
SERVICE NAME	Residential Repair and Maintenance
SERVICE DEFINITION	Repairs and activities to upgrade and/ or maintain housing for the elderly, including heavy cleaning.
UNIT OF SERVICE	One hour of service

SERVICE NAME	Personal Emergency Response System (PERS)
SERVICE DEFINITION	A service which utilizes an electronic device to alert appropriate people of the need for immediate assistance in the event of an emergency situation in an older person's home.
UNIT OF SERVICE	One unit for each month or part of a calendar month that the device is in the person's home.
Group Services	
SERVICE NAME	Education/Recreation Groups
SERVICE DEFINITION	<p>Activities organized and scheduled through the NORC program which involve older persons in courses, workshops, other learning activities and satisfying use of free time.</p> <p>Examples of education/recreation groups include, but are not limited to:</p> <ul style="list-style-type: none"> • A yoga demonstration held at the NORC (since this is a one-time demonstration, it is counted as a unit of education/recreation groups. If this was a formal class given on a regular basis, it would be counted as health promotion.); • Sports lessons and events; • Performing arts; • Games; • Crafts lessons and events; • Performing arts; • A nature walk conducted each spring at a senior center; <p>A day bus trip organized by the center, to Citi Field to see a baseball game. (The bus trip constitutes one unit/session of education/recreation groups. The related units of transportation would be recorded in the transportation category.)</p>
UNIT OF SERVICE	<p>One group session</p> <p>Total attendance is not an unduplicated count. Include each participant every time s/he attends a group session.</p>
SERVICE NAME	Support Groups
SERVICE DEFINITION	Consists of groups that meet on a regular basis to address common issues and provide mutual support (e.g., caregiver support, separation and loss, grief, etc.). Groups may be facilitated by a professional or peer leadership.
UNIT OF SERVICE	<p>One group session</p> <p>Total attendance is not an unduplicated count. Include each participant every time s/he attends a group session.</p>
Transportation	
SERVICE NAME	Individual or Group Transportation
SERVICE DEFINITION	<p>Transportation from one location to another. Does not include any other activity. Escort service involving transportation gets reported under Escort only.</p> <p>Example 1: The provider takes five people to and from the store. This is reported as ten units of transportation (five people x two trips each).</p> <p>Example 2: The NORC organizes a day bus trip to Yankee Stadium to see a baseball game. Forty-three older individuals participate. This is reported as eighty-six units of transportation service (forty-three individuals x two trips each). Additionally, one unit of education/recreation groups is generated and reported.</p> <p>Example 3: The provider takes an older individual to the senior center. After lunch, the provider drives the older individual to a local shopping center to pick up medications and groceries. The older individual is then picked up and transported home. This generates three units of transportation service (one individual x three separate trips/locations).</p>
UNIT OF SERVICE	One unit for each one way trip per person

Outreach Activities

SERVICE NAME	Outreach
SERVICE DEFINITION	<p>Activities initiated by the NORC for the purpose of identifying potential clients (or their care givers) and encouraging their use of existing services and benefits. This includes face-to-face or telephone contact between a worker and an individual.</p> <p>Example 1: Staff visits to a building within the NORC to locate isolated individuals who have never used NORC services. This contact must be conducted one-on-one and not done as a group presentation.</p> <p>Example 2: The NORC has a table at a health event where providers conduct face-to-face identification of isolated individuals by discussing the individual's needs and available NORC programs one-on-one.</p> <p>Example 3: A third party such as a police officer contacts the NORC and says there is an older person they see when on patrol that appears to be in need of services and asks that NORC staff do an Outreach visit.</p> <p>Reporting Clarification: Outreach is when the NORC finds an isolated older person who has no prior knowledge of the NORC, <u>not</u> when an older person finds the NORC.</p>
UNIT OF SERVICE	Each initial first contact made to a client or their care giver(s).
SERVICE NAME	Public Information
SERVICE DEFINITION	<p>A planned effort to provide consumers information about NORC programs and services. Activities include:</p> <ul style="list-style-type: none"> • Printed materials – the distribution of newsletters, flyers, pamphlets, and brochures; • Mass communication – the use radio, newspaper, television, web pages, and billboards for news and features; and • Presentations – planned events which involve public speaking by staff or partners.
UNIT OF SERVICE	Unit: Each activity or event or each distribution of printed Information.

PART VI
APPENDIX 7
HEALTH INDICATORS PROGRAM

The Health Indicators Program is a data driven, performance improvement program that is a way for NORC programs to identify the needs of its residents and target interventions at both the individual and group level with the goal of achieving measurable outcomes. Health Indicators is required of all state funded NORC programs and involves the administration of a comprehensive health survey, data tracking, and data analysis as well as post intervention follow up. These activities will help NORC programs target priority services to individual clients as well as implement appropriate health promotion group programming.

The Health Indicators Program was created by the United Hospital Fund as part of their Health Indicators in NORC Programs Initiative that was supported by New York City's Department for Aging. According to United Hospital Fund's website (http://www.norcblueprint.org/health_indicators/), the program is "intended to provide programs with the information and tools they need to shift from a reactive practice that responds to crises to a proactive practice that is targeted and systematic."

NYSOFA and successful Applicants will implement the Health Indicators Program over the five year contract period as follows:

- Year One: Application
 - NYSOFA staff will provide training and technical assistance to NORC programs on survey administration, how to select a cohort to survey, etc.
- Year Two: Survey Administration
 - NORC programs will administer Health Indicator surveys to the identified cohort of clients as well as perform all associated data entry.
- Year Three: Analytics and Program Development
 - NORC programs will analyze the data they have collected from the surveys and identify clients that can benefit from priority services as well as determine which group health promotion programming will be most beneficial. Programming will include emerging interventions as well as prescribed interventions for both individuals and groups.
- Year Four: Implementation
 - NORC programs will work with identified clients on an individual basis by providing them necessary priority services. Programs will also implement health promotion programming to identified groups of clients.
- Year Five: Post-implementation and performance improvement/next steps
 - Follow up will be performed on clients served. The data from the follow up will be analyzed to determine the effectiveness of the interventions and determine next-steps.

The above outlined schedule is tentative; NYSOFA will welcome input and feedback from the NORC programs in order to optimize the results of the Health Indicators Program.