

ADDENDUM # 1

May 15, 2025

RFA # 20599 / SFS # MFTP-2026

New York State Department of Health
Center for Home and Community Based Services/
Division of Community Integration and Alzheimer's Disease/Money Follows
the Person Program

Request for Applications

Money Follows the Person Transition Center

RFA Modification

The following are official modifications hereby incorporated into RFA # 20599 Money Follows the Person Transition Center. Deleted language appears in strikethrough ("~~xxx~~") and added language appears in red text. The information contained in this amendment prevails over the original RFA language. Applicants should review all documents in their entirety to ensure all amended language is incorporated into their applications.

Due to difficulties with the "Event Comments and Attachments" section of bid event MFTP-2026 published in the NYS Statewide Financial System (SFS), attachments pertaining to this Request for Applications have been posted online at the following locations:

NYS Department of Health Funding Website: <https://www.health.ny.gov/funding/>

NYS Contract Reporter: <https://www.nyscr.ny.gov/login.cfm>

The following changes have been made to Section VI. Attachments of the RFA:

Please note that Attachments to this RFA are not included in the RFA document but, can be accessed on the **NYS Department of Health Funding Website** (<https://www.health.ny.gov/funding/>) and in the **NYS Contract Reporter** (<https://www.nyscr.ny.gov/login.cfm>). ~~"Event Page" for this RFA/Bid Event located in the Statewide Financial System (SFS) Vendor Portal or once an Application has been started, under the "Event Comments and Attachments Section" of the online Application. To access the Event Page and online Application/Bid Event, including required documents such as the Attachments, a prospective Applicant must be~~

~~registered and logged into the NYS Statewide Financial System Vendor Portal. Once logged into the Vendor Portal, prospective Applicants can locate the “Events Page” for this Bid Event by selecting the “Grants Management – State” tile, selecting the “Bid Event Search” tile, searching for this Bid Event, and then selecting the “View Event Package”.~~ Attachments that are requested to be uploaded as part of an Application/Bid Event response will be requested in individual corresponding Bid Factors in the online application (See Section V.A., “Program Specific Questions (PSQ)/Bid Factors”).

Attachment 1 Application Cover Sheet and Attestation of Minimum Eligibility

**Money Follows the Person Transition Center
RFA # 20599**

Applicant Organization *(Legal name as it would appear on a contract)*

Mailing Address *(Street address, P.O. Box, City, State, ZIP Code)*

Federal Employee Identification Number:	NYS Charity Registration Number: NYS Vendor ID Number:
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Project Director:

Printed Name <i>(First, Last)</i> :	Title:
Telephone number: ()	Fax number: ()
E-mail:	

Person authorized to obligate this organization in matters regarding this application or the resulting contract:

Printed Name <i>(First, Last)</i> :	Title:
Telephone number: ()	Fax number: ()
E-mail:	

By signing below, the Applicant certifies that all information provided is true and correct and attests that the Applicant meets the following minimum eligibility requirements:

- Is pre-qualified in the New York State Statewide Financial System (SFS), if not exempt.
- Is a not-for-profit organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code, currently doing business in New York State and have executive offices located in New York State.
- Has a statewide presence that can provide the required core services as expressed in the Program Goals in Section III, Project Narrative/Work Plan Outcomes of the RFA, either directly or through subcontract(s), in all 62 New York State counties.

I understand and agree that, at any time, the State may review all employer records and documentation necessary to ensure compliance with the requirements of the program and monies found to have been expended which are not in compliance with the terms and conditions of the grant may be recouped by the State. The applicant further agrees to comply with the requirements of the RFA including all attachments.

Signature of Applicant or Authorized Representative

Date

**Attachment 2
Vendor Responsibility Attestation**

**Money Follows the Person Transition Center
RFA # 20599**

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

Choose one:

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

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

ATTACHMENT 3

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

All DOH procurements have a section entitled “**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE REQUIREMENTS**” which sets forth the established DOH goal for that procurement and describes the forms that must be completed with their proposal or application. See below for a summary of each required form.

There are five (5) forms used by a grantee in the DOH MWBE Participation Program:

1. MWBE Utilization Plan
2. MWBE Utilization Waiver Request
3. Payments to MWBE Firms (Online Compliance System)
4. MWBE Staffing Plan
5. EEO and MWBE Policy Statement

Form #1: MWBE Utilization Plan –

This document is mandatory for all awards with MWBE Utilization Goals and must be completed by all grantees responding to RFAs with an MWBE goal greater than zero. Utilization Plans (UP) are not definitive commitments and include estimates which can be revised after a contract is executed. Therefore, the first submission of the UP may be an estimate. When requesting a waiver, the reasoning for not meeting the goal should be clear with explanatory documentation that no MWBE exists or can be used to meet the established goal.

If requesting a...	Then complete the “Description of Plan” ...
Partial Waiver	justifying the reduced goal and strategy to meet new goal
Full Waiver (onset of contract)	indicating why the established goal cannot be reached
Full Waiver (after onset of contract)	stating the original strategy to meet the goal and what changed

In completing this form, the grantee should describe:

- steps taken to establish communication with MWBE firms;
- current or future relationships with certified MWBE firms;
- the MWBE certified firms that the vendor plans/planned to engage with on the project;
- the amount that each certified firm is projected to be paid; and
- the breakdown of their eligible expense percentage.

Note: **Only New York State certified firms**, found on the NYS Directory, meet the criteria for participation. If a vendor has applied to Empire State Development (ESD) to become certified but is not found on the [NYS Directory](#), see form two (2). Certification of a firm in New York City (NYC) does not guarantee the firm is also NYS certified.

When a Utilization Plan is not submitted or is deemed deficient, the grantee may be sent a notice of deficiency.

Form #2: MWBE Utilization Waiver Request –

This document must be filled out by the grantee if the MWBE Goal is less than the stated MWBE Goal on the contract. In this instance, Form #2 must accompany Form #1 with the proposal.

In completing this form, the grantee must:

- Thoroughly document the steps that were taken to meet the goal
- Provide evidence in the form of Good-Faith Effort (GFE) attachments including but not limited to:
 - price negotiations
 - emails
 - searches within the NYS Directory

The Department of Health may not approve the waiver and the grantee may be deemed non-responsive without evidence of GFE's. If Form #2 is found by DOH to be deficient, the grantee will be sent a deficiency letter asking for a revised form to be returned within 7 business days of receipt.

Form #3: Online Compliance System - <https://ny.newnycontracts.com> Grantees will need to login and submit payments to MWBE Firms in this online system and sign form three (3) as acknowledgement of this requirement.

Form #4 – MWBE Staffing Plan - This form should be completed based on the composition of staff working on the project. Enter the numbers or counts in the corresponding boxes and add up the totals in each column. This form is for diversity research purposes only and has no bearing on MWBE goal achievement.

Form #5 – EEO and MWBE Policy Statement - This is a standard EEO policy that needs to be signed and dated and submitted.

New York State Department of Health
Minority and Women-Owned Business Enterprise (“MWBE”)
Utilization Plan

***Required Field**

Prime Contractor Name *:	
Contract/Opportunity Name *:	
RFA/RFP or Contract Number *:	
SFS Vendor ID *:	
Contact Name and Email Address *:	
Submitted by (Signature)*:	

Narrative Description of Plan to Meet MWBE Goals *

Use pages 2-3 to provide specific certified Minority-Owned Business Enterprise (“MBE”) and Women-Owned Business Enterprise (“WBE”) subcontractor information. Add additional pages as needed. Potential MWBEs **MUST** be identified to demonstrate the intention for proposed utilization-“NA” or “TBD” is not acceptable. The utilization plan can be updated as needed if MWBEs identified change.

If submitted in addition to a waiver request, description **MUST** include justification for waiver request and address good faith efforts made to locate and contract with MWBE vendors.

Projected MWBE Utilization Summary

	%	Amount
1. Total Value of Eligible Expenses *:	100%	
2. MBE Goal Applied *:		
3. WBE Goal Applied *:		
4. MWBE Combined Goal Totals *:		

MBE Subcontractor Information

In order to achieve the MBE Goals, Prime Contractor expects to subcontract/purchase with New York State certified MINORITY-OWNED entities as follows. Potential MBEs MUST be identified to demonstrate the intention for proposed utilization-"NA" or "TBD" is not acceptable. The utilization plan can be updated as needed if MBEs identified change.

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

WBE SUBCONTRACTOR INFORMATION

In order to achieve the MBE Goals, grantee expects to subcontract/purchase with New York State certified WOMEN-OWNED entities as follows. Potential WBEs MUST be identified to demonstrate the intention for proposed utilization-"NA" or "TBD" is not acceptable. The utilization plan can be updated as needed if WBEs identified change.

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

New York State Department of Health MWBE Waiver Request

Applicant/Grantee: *	Federal Identification No. or SFS Vendor ID: *	
Address: *	Solicitation/Contract No.: *	
City, State, Zip Code: *	Assigned M/WBE Goals over life of Contract: MBE % WBE % * (From Lines 2&3 of Form 1)	
<p>Contractor is requesting the following waiver of the procurement goal: *(check one)</p> <p> <input type="checkbox"/> Total MBE Waiver <input type="checkbox"/> Partial MBE Waiver <input type="checkbox"/> Total M/WBE Waiver <input type="checkbox"/> Total WBE Waiver <input type="checkbox"/> Partial WBE Waiver </p> <p>If a total or partial waiver is requested, appropriate supporting documentation as outlined in the Detailed MWBE Form Instructions MUST be submitted. Supporting documentation includes but is not limited to a narrative explanation, MWBE directory screenshots and documented efforts of outreach to MWBEs.</p> <p>Note: submission of a waiver request does not constitute approval of the request. Until notice of approval, efforts should still be made to engage with MWBEs and such efforts documented.</p> <p>By submitting this form and the required information, the officer or/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract. When requesting a waiver, it should be clear that no MWBE exists or can be used to meet the established goal.</p> <p>Submission of this form constitutes the Offeror/Contractor's acknowledgement and agreement to comply with the M/WBE requirements set forth under NYS Executive Laws, Article 15-A and 5 NYCRR Part 143. Failure to submit complete and accurate information may result in a finding of noncompliance and/or termination of the contract.</p>		
PREPARED BY (Signature) *		Date: *
Name and Title of Preparer (Printed or Typed): *	Telephone Number: *	Email Address: *
Submit with the bid or proposal or if submitting after award submit to: mwbe@health.ny.gov		
For DOH Use Only	Approved By:	Date:
<p>Waiver Granted: <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p> <input type="checkbox"/> Total MBE Waiver <input type="checkbox"/> Partial MBE Waiver <input type="checkbox"/> Total M/WBE Waiver <input type="checkbox"/> Total WBE Waiver <input type="checkbox"/> Partial WBE Waiver </p>		

New York State Department of Health
New York State Contract System Payment and Workforce
Utilization Submission Confirmation

Grantee/Contractor Name:	
Vendor ID:	Telephone No. Email:
RFA/RFP/Contract Title:	RFA/RFP Contract No.
<p>The Contractor is required to log into the New York Contract System and submit their Quarterly M/WBE Contractor Compliance payment data and/or Workforce Utilization report required as part of Executive Order 162). This must be submitted to the Department of Health, no later than the 10th day following the end of the quarter being reported.</p> <p>More information regarding Executive Order 162 can be found here: Executive Order 162</p> <p>Below is a breakdown of the reporting dates for your reference:</p> <ul style="list-style-type: none"> • Q1 – April - June is due by July 10th • Q2 – July -September is due by October 10th • Q3 – October -December is due by January 10th • Q4 – January -March is due by April 10th 	
<p>_____</p> <p>Signature of Acknowledgement</p>	<p>_____</p> <p>Date:</p>

New York State Department of Health
M/WBE STAFFING PLAN

General instructions: All Offerors/ Vendors 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/ Vendor 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/ Vendor shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation/ Contract number that this report applies to along with the name and address of the Offeror/Vendor.
2. Check off the appropriate box to indicate if the Offeror/Vendor completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offeror's/ Vendor's total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under applicable Job Category.
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the OMWBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. 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 - a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent. The Asian category is further broken out into: Chinese, Japanese, Filipino, Korean, Vietnamese, Asian Indian, Bangladeshi, Pakistani, Hmong, Cambodian, Thai, Other Asian group.
- PACIFIC ISLANDER - a person having origins in any of the original peoples of the Pacific Islands. The Pacific Islander category is further broken out into: Native Hawaiian, Guamanian and Chamorro, Samoan, Other Pacific Island group.
- NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE) - a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal 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.
- VETERAN - a person who served in the military.
- GENDER - Male, Female, or X

STAFFING PLAN

Solicitation/ Contract No.: Offeror/ Vendor Name: Offeror/ Vendor Address:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force <input type="checkbox"/> Offeror/ Vendor <input type="checkbox"/> Subcontractor Subcontractor's name _____
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EEO-Job Category	Officials/ Administrators			Professionals			Technicians			Sales Workers			Office/Clerical			Craft Workers			Laborers			Service Workers			Temporary/ Apprentices			Totals
	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)				
Work force by Race/ Ethnic Identification	White																											
	Black																											
	Hispanic																											
	Asian	Chinese																										
		Japanese																										
		Filipino																										
		Korean																										
		Vietnamese																										
		Asian Indian																										
		Bangladeshi																										
		Pakistani																										
		Hmong																										
		Cambodian																										
		Thai																										
	Other Asian Group																											
	Pacific Islander	Native Hawaiian																										
		Guamanian and Chamorro																										
		Samoan																										
		Other Pacific Islander Group																										
	Native American																											
Disabled																												
Military Service																												
Work force by Gender	Male																											
	Female																											
	X																											

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal MWBE 101 (Rev 03/11)

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES –
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE 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 _____

M/WBE

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

- Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations. Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- 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 M/WBEs.
- Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- Ensure that progress payments to M/WBEs 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 M/WBE participation.

Name & Title

Signature & Date

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 all solicitation or advertisements 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 disability or marital status.
- (c) At the request of the contracting agency, 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) 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.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement 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.

Attachment 4
Lead Agency Organizational Chart
Money Follows the Person Transition Center
RFA # 20599

Instructions:

1. Prepare an organizational chart that outlines staffing and reporting relationships within the Applicant's lead organization.
2. Applicant is required to upload the Lead Agency Organizational Chart in read-only PDF format to PSQ/Bid Factor 2e in SFS as **Attachment 4: Lead Agency Organizational Chart**.

Attachment 5

Program Structure and Reporting Relationship Chart

Money Follows the Person Transition Center

RFA # 20599

Instructions:

1. Prepare a chart that outlines program structure and reporting relationships, including subcontractors and/or other local entities involved in direct service delivery.
2. Applicant is required to upload the chart in read-only PDF format to PSQ/Bid Factor 3.a.2. in SFS as **Attachment 5 - Program Structure and Reporting Relationship Chart**.

ATTACHMENT 6 Work Plan

Money Follows the Person Transition Center RFA # 20599

Contract Period: 07/01/2026 to 06/30/2031

Instructions:

Applicants are instructed to complete and upload **Attachment 6 – Work Plan** found in the “Attachments Section” of the Statewide Financial System (SFS) online Application/Bid Event in response to Bid Factor Question Q04a.

The Work Plan should include the Objectives, Tasks (activities/services) and Performance Measures (outcomes) necessary to meet the Money Follows the Person (MFP) program requirements. The required Work Plan Objectives are prescribed by the New York State MFP program; however, Applicants must add the Tasks (activities/services) and Performance Measures (outcomes) necessary to meet these program objectives. Tasks and Performance Measures proposed by the Applicant in the Work Plan should align with the proposed Program Model, program activities, and the program objectives outlined in the Request for Applications.

Applicants will ***not*** enter any Tasks or Performance Measures into the **SFS Work Plan Section** at the time of application but instead will complete and upload **Attachment 6 – Work Plan** in response to the Bid Factor Question Q04a. Applicants are instructed to enter Tasks and corresponding Performance Measures of their own choosing into the table below on this **Attachment 6 – Work Plan**. **Each Task must have a task description of no more than 2,000 characters. In addition, each Task must have a corresponding Performance Measure narrative of no more than 2,000 characters.**

Applicants may add additional Objectives, Tasks, and Performance Measures as described in the instructions below. **If submitting additional Objectives, Tasks, and Performance Measures, they must be attached to this document, clearly labeled, and must adhere to the character limitations as described above.**

Flexibility in programming is necessary to ensure that resources are effectively directed to the populations and communities most in need. Contract activities and deliverables may be modified at any point in this contract upon direction of the State Money Follows the Person program to address emerging needs or disparities, or to accommodate advances in best practice.

Please note that successful Applicants may be asked to modify work plans prior to initiation of the contract to address issues identified during the review process. If awarded a contract, Grantees may be instructed to insert Work Plan Tasks and corresponding Performance Measures in the Statewide Financial System (SFS) Work Plan.

A. PROJECT SUMMARY Instructions

For the **SFS Work Plan Project Summary**, Applicants are instructed to insert the Project Summary as listed below into the Work Plan Summary field in the SFS online application. **Any additional information entered in the Project Summary *will not* be considered by reviewers of your application.**

Project Summary

The goal of this initiative is to administer a statewide Transition Center structure to provide Transition Center core activities of transition assistance, education and outreach, peer support, informal support, and ancillary transition support to individuals wishing to transition from nursing homes and Intermediate Care Facilities to the community.

Activities include identification of potential participants residing in nursing homes and intermediate care facilities, obtaining informed consent to participate in Transition Center transition assistance activities and supports, providing education on return-to-community options and available home and community-based services and supports to interested nursing home and intermediate care facility residents, providing community preparedness education to transitioning participants prior to discharge to prepare them for successful transition to the community, facilitating access to needed assessments and services, transition barrier resolution, peer support, and follow-up for 365 days post-transition.

B. OBJECTIVE Instructions

Program Objectives are defined by the New York State MFP program and included in the table below. **The Applicant can add additional Objectives; however, the total number of Objectives cannot exceed 30 and the description cannot exceed the 2,000-character limit as described above.**

C. TASK (activities/services) Instructions

Applicants are required to provide a brief description of the specific activities/services that will be conducted for each Objective listed. Applicant must enter at least one Task per objective into the Tasks column in the table below. **Applicants can enter more than one Task for each Objective; however, the total number of Tasks cannot exceed 60 and the description cannot exceed the 2,000-character limit as described above.**

D. PERFORMANCE MEASURE (outcomes) Instructions

Applicants are required to provide Performance Measures for each Task and they should be entered in the Performance Measures column in the table below. **The total number of Performance Measures cannot exceed 90 and the description cannot exceed the 2,000-character limit as described above.**

Work Plan:

OBJECTIVE	TASKS	PERFORMANCE MEASURES
1. Develop and implement an integrated statewide infrastructure to carry out the Transition Center core activities of transition assistance, education and outreach, peer support, informal support, and ancillary transition support.	1.1.	1.1.1.
	1.2.	1.2.1.
2. Obtain Stakeholder feedback and input to guide barrier resolution and future planning through ongoing participation in and attendance at NY Connects Long Term Care Council meetings, semi-annual participant surveys, and other means as needed.	2.1.	2.1.1.
	2.2.	2.2.1.
3. Develop and implement a statewide outreach and marketing infrastructure that supports strategies to identify individuals residing in nursing homes and intermediate care facilities interested in receiving information about, and potentially transitioning to community settings with home and community-based services.	3.1.	3.1.1.
	3.2.	3.2.1.

OBJECTIVE	TASKS	PERFORMANCE MEASURES
<p>4. Develop and implement a statewide outreach and marketing infrastructure that supports strategies to identify individuals residing in nursing homes and intermediate care facilities interested in receiving information about, and potentially transitioning to community settings with home and community-based services.</p>	4.1.	4.1.1.
	4.2.	4.2.1.
<p>5. Establish an infrastructure that coordinates all referrals to the Transition Center as the State-designated Local Contact Agency for Minimum Data Set Section Q referrals and other referrals for transition assistance.</p>	5.1.	5.1.1.
	5.2.	5.2.1.
<p>6. Develop and maintain a HIPAA compliant data collection and reporting system which maintains complete and accurate case information regarding participants served and services delivered and ensures the confidentiality of all personally identifiable information is protected.</p>	6.1.	6.1.1.
	6.2.	6.2.1.

OBJECTIVE	TASKS	PERFORMANCE MEASURES
<p>7. Track and accurately report activities, including information regarding participants and services, on a monthly, quarterly, semi-annual, and ad hoc basis, as directed by state MFP program staff.</p>	7.1.	7.1.1.
	7.2.	7.2.1.
<p>8. Provide oversight and conduct quality assurance/quality improvement activities to ensure that contract activities are of high quality and meet contract deliverables as directed by state MFP program staff. Priorities include development and implementation of a comprehensive quality assurance/quality improvement plan that uses data analysis on an ongoing basis to both assure compliance with program requirements and identify barriers and opportunities for improvement.</p>	8.1.	8.1.1.
	8.2.	8.2.1.
<p>9. Provide objective information, in a consistent manner across the statewide infrastructure, about options for home and community-based services for older adults and individuals with physical or developmental disabilities, or traumatic brain injury who express a desire to leave institutional settings and return to the community.</p>	9.1.	9.1.1.
	9.2.	9.2.1.

OBJECTIVE	TASKS	PERFORMANCE MEASURES
<p>10. Facilitate transition of individuals living in nursing homes and intermediate care facilities into community settings with appropriate home and community-based services and supports to enable them to remain in the community, in collaboration with facility and home and community-based services staff.</p>	10.1.	10.1.1.
	10.2.	10.2.1.
<p>11. Provide community preparedness education to transitioning participants prior to discharge to prepare them for successful re-entry into the community on a variety of topics including, but not limited to, accessing services, home management, self-advocacy, transportation, budgeting, etc.</p>	11.1.	11.1.1.
	11.2.	11.2.1.
<p>12. Follow-up with participants for 365 days post-transition to identify and resolve barriers to successful community functioning to prevent reinstitutionalization post-transition.</p>	12.1.	12.1.1.
	12.2.	12.2.1.

OBJECTIVE	TASKS	PERFORMANCE MEASURES
13. Repatriate New York State residents who are living in out-of-state facilities to their home communities in New York State.	13.1.	13.1.1.
	13.2.	13.2.1.
14. Administer a Quality-of-Life survey to individuals transitioning from facilities to the community, as prescribed by state MFP program staff, including a baseline survey prior to facility discharge and a follow-up survey at 11 months post-discharge.	14.1.	14.1.1.
	14.2.	14.2.1.
15. Recruit and train paid peers that have experience living independently in the community and have characteristics (i.e., physical, and developmental disabilities and/or age) that approximate those characteristics of individuals requesting peer services (and, where possible, have themselves transitioned from a facility setting into the community).	15.1.	15.1.1.
	15.2.	15.2.1.
16. Provide peer support to individuals who are planning to transition from long-term care facilities to homes in the community, to support their successful transitions.	16.1.	16.1.1.
	16.2.	16.2.1.

OBJECTIVE	TASKS	PERFORMANCE MEASURES
17. Provide peer follow-up meetings during the first 60 days post transition to identify barriers and assist, through collaboration with transition specialists, with addressing issues to prevent avoidable reinstitutionalization.	17.1.	17.1.1.
	17.2.	17.2.1.
18. Increase the knowledge of nursing home staff regarding the availability of Transition Center supports and requirements related to MDS Section Q referral to the Local Contact Agency.	18.1.	18.1.1.
	18.2.	18.2.1.
19. Increase the knowledge of staff within the Office for People with Developmental Disabilities (OPWDD) service delivery system regarding the availability of Transition Center supports.	19.1.	19.1.1.
	19.2.	19.2.1.
20. Increase the knowledge of community referral sources regarding the availability of Transition Center supports.	20.1.	20.1.1.
	20.2.	20.2.1.

OBJECTIVE	TASKS	PERFORMANCE MEASURES
<p>21. Conduct outreach activities and establish collaborative relationships with statewide provider associations, consumer organizations, NY Connects' local Long Term Care Councils, and other statewide referral sources and stakeholders to provide information about the Transition Center program, the referral process, and the assistance available for individuals to accomplish community transitions.</p>	21.1.	21.1.1.
	21.2.	21.2.1.
<p>22. Provide informal backup and support utilizing volunteers for facility residents planning a community transition for whom the lack of informal support is a barrier to transition, with the goals of accomplishing a community transition, providing backup support, increasing community integration, assisting participants to develop social networks, and decreasing loneliness and the likelihood of reinstitutionalization.</p>	22.1.	22.1.1.
	22.2.	22.2.1.

OBJECTIVE	TASKS	PERFORMANCE MEASURES
23. Provide ancillary transition supports to transitioning participants to address barriers and meet identified needs.	23.1.	23.1.1.
	23.2.	23.2.1.
24. Work with state MFP program staff to plan potential strategies and solutions for identifying and addressing emerging needs.	24.1.	24.1.1.
	24.2.	24.2.1.

Attachment 7

Letters of Commitment

Money Follows the Person Transition Center

RFA # 20599

Instructions:

Letters of Commitment are recommended but not required.

An Applicant may subcontract activities of the work plan to be performed by the Applicant pursuant to the terms of its Application. If known, the Applicant is expected to state in their Application the specific activities to be performed through subcontracts, as well as the names of the subcontractors.

Letters of commitment from each subcontractor are strongly recommended and should be uploaded in read-only PDF format to PSQ/Bid Factor 1e in SFS as **Attachment 7-Letters of Commitment**.

Attachment 8 Statewide Financial System (SFS) Expenditure Budget Instructions

Money Follows the Person Transition Center RFA # 20599

This guidance document is intended to help applicants with understanding the types and level of detail required in the Statewide Financial System (SFS) for each individual budget line. For Grantee questions and instructions about entering an application in SFS, please go to [Resources for Grant Applicants | Grants Management \(ny.gov\)](#) for more training and guidance resources.

Please be aware of the following:

- The allowability of costs are subject to the Uniform Administrative requirements and can be found through this link: [eCFR: 2 CFR \(Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards\)](#)

SFS Categories of Expense

There are two major Budget Categories, Personal Services and Non-Personal Services. Each of these categories include individual sub-categories for more specific budget items that can be requested in a budget. Each line requires different information.

1. Personal Services
 - a. Salary (including peers who receive W2s)
 - b. Fringe
2. Non-Personal Services
 - a. Contractual (subcontractors, peers who receive 1099s, etc.)
 - b. Travel
 - c. Equipment
 - d. Space/Property & Utilities
 - e. Operating Expenses (supplies, audit expenses, postage, etc.)
 - f. Other (indirect costs only)

Guidance on allowable expenditures can be found in the “Basic Considerations for Allowability of Costs” document. This document can be found here:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=1728c16d0aca3b9aabbd3c25d38d5483&mc=true&node=pt2.1.200&rgn=div5>.

Title 2 → Subtitle A → Chapter II → Part 200 — UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, Subpart E - **Basic Considerations, §200.402 - §200.475**

PERSONAL SERVICES – SALARY

For each salary position funded on the proposed contract, provide the following:

Details:

- **Position/Title:** Enter the title and the incumbent's name. If the position is yet to be filled, enter "TBH" (to be hired.)
- **Role/Responsibility:** Enter the position description, including the duties supported by the contract.

Financial:

- **Annualized Salary Per Position:** Enter the full salary for 12 months regardless of funding source.
- **STD Work Week (hrs):** Enter the standard work week for this position regardless of funding. If it is a full-time position, this is often either 35, 37.5 or 40 hours per week. If it is a part-time position, enter the expected number of hours per week the person will work.
- **% Funded:** Enter the percent of effort to be funded on this proposed contract.
- **# of Months Funded:** Enter number of months this position will be funded during the proposed contract period. Use months only; do not use pay periods.
- **Total Grant Funds:** Enter the total amount for this position requested during the proposed contract period. SFS **will not automatically calculate this. Please check your calculation for accuracy.**

Items to Note:

- The Total Match Funds and Total Other Funds lines are not used. You will not be able to enter information on those lines.
- While SFS does not calculate the Line Total, it does calculate the cumulative Category Total.

PERSONAL SERVICES - FRINGE

Details:

- **Fringe – Type/Description:** Enter a description (examples, fringe rate, union fringe rate, nonunion fringe rate, part-time fringe rate, full-time fringe rate) and the percentage.
- **Justification:** Specify whether fringe is based on federally approved rate, audited financials or actual costs.

Financial:

- **Total Grant Funds:** Enter the total amount of fringe requested for this proposed contract period.

CONTRACTUAL

Details:

- **Contractual – Type/Description:** Enter the name of the agency, consultant or TBA (if not yet selected). Use a separate Contractual line for

each subcontractor or consultant. Include an estimated cost for these services.

- **Justification:** Briefly describe the services to be provided.

Financial:

- **Total Grant Funds:** Enter the total amount requested for the subcontractor.

TRAVEL

Details:

- **Travel – Type/Description:** Describe the type of travel cost and/or related expenses.
- **Justification:** Briefly describe how the travel relates to the proposed contract.

Financial:

- **Total Grant Funds:** Enter the total amount requested for the Travel item.

EQUIPMENT

Details:

- **Equipment – Type/Description:** Describe the equipment and who it is for.
- **Justification:** Briefly describe how this equipment relates to the proposed contract and why it is necessary.

Financial:

- **Total Grant Funds:** Enter the total amount requested for this Equipment item.

Items to Note:

- Equipment is defined as any item costing \$1,000 or more.
- Rental equipment (if applicable) can be included in this section.

SPACE/PROPERTY RENT or Own

Details:

- **Space/Property: Rent or Own – Type/Description:** Describe the property, whether it is the agency's main site or satellite and provide the address. Use a separate Space line for each different location.
- **Justification:** Explain why this proposed contract is paying for the space costs at this location.

Financial:

- **Total Grant Funds:** Enter the total amount requested for this Space/Property item.

UTILITY

Details:

- **Utility – Type/Description:** Describe the utility expense.
- **Justification:** Indicate the property address for which this expense will be incurred.

Financial:

- **Total Grant Funds:** Enter the total amount requested for this Utility item.

OPERATING EXPENSES

This section is used to itemize costs associated with the operation of the program, including but not limited to insurance/bonding, photocopying, advertising, and supplies.

Details:

- **Operating Expenses – Type/Description:** Describe what is being purchased.
 1. Supplies – Briefly describe items being purchased.
 2. Equipment – Include all items with a total cost under \$1,000, including computer software. Use a separate line for each group of items.
 3. Telecommunications – Include costs for all telephone lines funded by this proposed contract, fax and modem lines, telecommunications installation costs, hotlines, long distance, cell phones, and internet expenses.
 4. Miscellaneous – Includes postage, printing, insurance, equipment maintenance, stipends, media advertising, recruitment, or other appropriate costs.
 - For incentives, briefly detail the types of incentives to be purchased and what they will be used for.
- **Justification:** Describe how this item relates to the contract and why it is necessary.

Financial:

- **Total Grant Funds:** Enter the total amount requested for this Operating Expense item.

Items to Note: (PROGRAM SPECIFIC)

OTHER

Details:

- **Other Expenses – Type/Description:** This section will **only** be used to document Indirect Costs. Enter the words “Indirect Cost rate” and the rate being requested.
- **Justification:** Enter whether or not this rate is based on a federally approved rate agreement.

Financial:

- **Total Grant Funds:** Enter the total amount requested for this Expense item.

Items to Note:

- An indirect cost rate of up to 10% of modified total direct costs can be requested. An indirect cost rate of up to 15% of modified total direct costs can be requested. If your organization has a federally approved rate, contractors may request up to 20% of the federally approved rate. If your organization has a federally approved rate of less than 20%, the maximum indirect rate that can be requested is the approved federally approved rate.
- No cost that is billed directly to this contract can be part of the indirect rate.

Attachment 9
RFA # 20599 - Money Follows the Person Transition Center

ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS

Agency Specific Terms and Conditions

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

A. Earned Revenues: The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this Contract shall be used either to expand those program services funded by this Agreement or to offset expenditures submitted to the STATE for reimbursement.

B. Administrative Rules and Audits:

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

a) For local and Indian tribal governments, for-profit entities, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A, B, C, and E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

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

3. The CONTRACTOR shall comply with the following grant requirements regarding procurements.
 - a. If the Contract is funded in whole or in part with federal funds/awards, the Contractor shall abide by the procurement standards set forth in Subpart D, of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Appendix II to Part 200 as well as any defined terms set forth in Subpart A, OMB, 2 CFR, Chapter I, Chapter II, Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - b. If the Contract is funded entirely from State funds, and the CONTRACTOR is a New York State entity (i.e., a State agency or political subdivision of the State) the CONTRACTOR will follow the same policies and procedures it uses for procurements from its general funds.
 - c. If the Contract is funded entirely from State funds, and the CONTRACTOR is not a New York State entity, the Contractor shall have and comply with the following:
 - i. A sufficient and documented procurement process that maintains records to detail the history of procurements associated with any awarded grant project. These records shall include, but are not limited to, rationale for the method of procurement (e.g., micro-purchase, small purchases, sealed bids, request for proposals, noncompetitive/sole source), the selection of a Contract type, Contractor selection and/or rejection, and the basis of a Contract price;
 - ii. A documented procurement process that conforms with any applicable federal, state and local laws and regulations. As part of the required procurement procedures, CONTRACTOR must maintain written standards of conduct covering conflict of interest and governing the actions of its employees engaged in the selection, award, and administration of Contracts. The standards of conduct must provide for disciplinary actions to be applied for violations by officers, employees or agents of the CONTRACTOR. Such standards shall provide, at a minimum, that no employee, officer, or agent of the CONTRACTOR will participate in the selection, award, or administration of a Contract supported by grant funds if a conflict of interest, real or actual, is involved. The standards of conduct shall also cover organizational conflicts of interest. Organizational conflicts of interest arise where an entity is or appears to be unable to conduct an impartial procurement action due to relationships with a parent company, affiliate, or subsidiary organization;
 - iii. A written protest procedure allowing any Contractor, subcontractor or aggrieved party to protest actions before or after the award of a Contract utilizing State

funding. The CONTRACTOR alone will be responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of procurement Contract solicitations and awards. Such protest shall be outlined in all bid requests, request for proposals, request for applications, etc. issued by or on behalf of the CONTRACTOR concerning any grant-funded projects. CONTRACTOR may satisfy the protest procedure requirements by adopting procedures analogous to those set forth in Part 24 of Title 2 of the New York Codes, Rules and Regulations; and

- iv. Any Contract concerning a grant-funded project must be a written agreement between the CONTRACTOR and the third party providing specific goods and/or services. Whether with a Contractor, subcontractor, consultant or vendor, the Contract must as appropriate state the activities to be performed; the time schedule; the policies and requirements that apply to the Contractor, subcontractor, consultant or vendor, including these procurement requirements; and any other terms and conditions of the grant and the master grant Contract.
- v. These procurement requirements may also be met by demonstrating compliance with Subpart D, OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

a) If the Contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this Contract is funded from other than federal awards or if the Contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the

United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

5. For audit reports that are not received by the dates due, the following steps shall be taken:
 - a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - b) If the audit report is 180 days or more late, the STATE shall terminate all active Contracts, prohibit renewal of those Contracts and prohibit the execution of future Contracts until all outstanding compliant audit reports have been submitted.

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

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

E. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on age, race, creed, color, national origin, citizenship or immigration status, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity or expression, disability, familial status, marital status, domestic violence victim status, prior arrest or conviction record, military status, predisposing genetic characteristics or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted any proceeding under the Human Rights Law.

F. The CONTRACTOR shall not discriminate on the basis of age, race, creed, color, national origin, citizenship or immigration status, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity or expression, disability, familial status, marital status, domestic violence victim status, prior arrest or conviction record, military status, predisposing genetic characteristics, or because the individual has opposed any practices forbidden under the Human Rights Law, has filed a complaint, testified, or assisted any proceeding under the Human Rights Law.

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

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

1. Workers' Compensation, for which one of the following is incorporated into the E-Contract under the Contract Package Tool as an Attachment in the Statewide Financial System or as Attachment E-1 in the paper-based Contract:

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

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

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

2. Disability Benefits coverage, for which one of the following is incorporated into the E-Contract under the Contract Package Tool as an Attachment in the Statewide Financial System or as Attachment E-2 in the paper-based Contract:

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

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

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

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

J. All products supplied pursuant to this AGREEMENT shall meet local, State and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this Contract.

K. Reserved.

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

(Insert Address or Email here)

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

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

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

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

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

State of New York Department of Health

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Vendor/Grantee

Vendor/Grantee notices shall be addressed to the Executive Director at the address listed within “Contractor Primary Mailing Address” on Page 1 of 2, Master Grant Contract, Face Page.

P. Executive Order 177 Certification

By entering into this Contract, the CONTRACTOR understands the following:

1. The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, citizenship or immigration status, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity or expression, disability, familial status, marital status, domestic violence victim status, prior arrest or conviction record, military status, predisposing genetic characteristics, or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted any proceeding under the Human Rights Law, or other protected status under the Human Rights Law or;
2. The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices; and
3. Generally, the Human Rights Law applies to:
 - all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
 - employers with fewer than four employees in all cases involving sexual harassment; and,
 - any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the CONTRACTOR, by entering into this Contract hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, citizenship or immigration status, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity or expression, disability, familial status, marital status, domestic violence victim status, prior arrest or conviction record, military status, or predisposing genetic

characteristics, or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted any proceeding under the Human Rights Law, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law. "Permitting a religious or denominational entity, or a charitable organization operated for charitable or educational purposes which is operated, supervised or controlled by a religious organization to limit employment or sales or rental of housing or admission to or giving preference to persons of the same religion or denomination or to promote the religious principles for which it is established or maintained" (NYS Human Rights Law, Section 296.11).

Q. Contractor Assurance of No Conflict of Interest or Detrimental Effect

The CONTRACTOR or subcontractor, by entering into this Contract or providing services pursuant to this Contract as a CONTRACTOR, joint venture Contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Contract or proposal does not and will not create a conflict of interest with nor position the CONTRACTOR to breach any other Contract currently in force with the State of New York.

The CONTRACTOR, as well as any subcontractor providing services pursuant to or relating to this Contract, shall disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliate organization, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to the CONTRACTOR, subcontractor or other clients/customers/agents of the CONTRACTOR, subcontractor or former officers and employees of the STATE and its Affiliates, in connection with its rendering services enumerated in this Contract. If a conflict does or might exist, the CONTRACTOR or applicable subcontractor providing services pursuant to or relating to this Contract must describe how it will eliminate or prevent such conflict, indicating what procedures it will follow to detect, notify the STATE of, and resolve any such conflict. The STATE will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the STATE, a real or potential conflict of interest cannot be cured.

The CONTRACTOR, as well as any subcontractor providing services pursuant to or relating to this Contract, shall disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Ethics and Lobbying in Government or its predecessor State entities (collectively, "Commission"), and, if it has been the subject of any

such investigation or disciplinary action, provide the STATE a brief description of the matter and how the matter was resolved or its status if it remains unresolved at the date of the disclosure. The STATE will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the STATE, a real or potential conflict of interest cannot be cured.

Furthermore, the CONTRACTOR attests that it will not act in any manner that is detrimental to any New York State Contract on which the CONTRACTOR is rendering services. Specifically, the CONTRACTOR attests that:

1. The fulfillment of obligations by the CONTRACTOR, under this Contract, does not violate any existing Contracts or agreements between the CONTRACTOR and the State of New York;
2. The fulfillment of obligations by the CONTRACTOR, under this Contract, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the CONTRACTOR has with regard to any existing Contracts or agreements between the CONTRACTOR and the State of New York;
3. The fulfillment of obligations by the CONTRACTOR, under this Contract, does not and will not compromise the CONTRACTOR's ability to carry out its obligations under any existing Contracts between the CONTRACTOR and the State of New York;
4. The fulfillment of any other contractual obligations that the CONTRACTOR has with the State of New York will not affect or influence its ability to perform under any Contract with the State of New York resulting from this Contract;
5. During the negotiation and execution of this Contract, the CONTRACTOR will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to New York State as a whole including, but not limited to, any action or decision to divert resources from one New York State Contract to another;
6. In fulfilling obligations under each of its New York State Contracts, including this Contract the CONTRACTOR will act in accordance with the terms of each of its New York State Contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State of New York as a whole including, but not limited to, any action or decision to divert resources from one New York State Contract to another;

7. No former officer or employee of the STATE who is now employed by the CONTRACTOR, nor any former officer or employee of the CONTRACTOR who is now employed by the STATE, has played a role with regard to the administration of this Contract procurement in a manner that may violate section 73(8)(a) of the Public Officers Law; and
8. The CONTRACTOR has not and shall not offer to any employee, member or director of the STATE any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

CONTRACTOR should note that the STATE recognizes that conflicts may occur in the future because a CONTRACTOR may have existing or new relationships. The STATE will review the nature of any such new relationship and reserves the right to terminate this Contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Attachment 10
RFA # 20599 - Money Follows the Person Transition Center

ATTACHMENT H

FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

- I. Definitions. For purposes of this Attachment H of this Contract (the “Business Associate Agreement” or “BAA”):
 - A. “Business Associate” shall mean CONTRACTOR.
 - B. “Covered Program” shall mean the STATE.
 - C. Other terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and implementing regulations, including those at 45 CFR Parts 160 and 164.
- II. Obligations and Activities of Business Associate:
 - A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Contract or as required by law.
 - B. Business Associate agrees (1) to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract and (2) to comply with the security standards for the protection of electronic protected health information in 45 CFR Part 164, Subpart C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Contract.
 - C. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this Contract of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 3. The identification of each individual, to the extent possible, whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during the Breach.
 4. Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 5. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 6. Contact procedures for Covered Program to ask questions or learn additional information.
- D. Business Associate agrees, in accordance with 45 CFR § 164.502(e)(1)(ii), to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- E. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a Designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
- F. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
- G. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528; and Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this Contract, to permit Covered Program to comply with 45 CFR § 164.528.
- H. Business Associate agrees, to the extent the Business Associate is to carry out Covered Program's obligation under 45 CFR Part 164, Subpart E, to comply with the requirements of 45 CFR Part 164, Subpart E that apply to Covered Program in the performance of such obligation.
- I. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Program available to

Covered Program, or to the Secretary of the federal Department of Health and Human Services, in a time and manner designated by Covered Program or the Secretary, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.

III. Permitted Uses and Disclosures by Business Associate

- A. Except as otherwise limited in this Contract, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this Contract.
- B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.
- C. Business Associate may disclose Protected Health Information as required by law.

IV. Term and Termination

- A. Term. This Business Associate Agreement shall be effective for the term specified on the cover page of this Contract, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such Information, in accordance with the termination provisions in this BAA.
- B. Termination for Cause. The Covered Program may immediately terminate this Contract, and any other related agreement, if it determines, in its sole discretion, that the Business Associate has violated a material term of this BAA. The Covered Program may, but is not required to, provide Business Associate with written notice of that determination and allow Business Associate up to 30 days to cure, to the Covered Program's reasonable satisfaction, any such violation.
- C. Effect of Termination.
 - 1. Except as provided in paragraph (c)(2) below, upon termination of this Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information and discontinue all further uses and

disclosures of such Protected Health Information, for so long as Business Associate maintains such Protected Health Information.

V. Violations

- A. Any violation of this BAA may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- B. Business Associate shall indemnify and hold the STATE harmless against all claims, suits, actions, damages, and costs, resulting from, relating to, or arising out of the acts/omissions of Business Associate, its agents, employees, partners and/or subcontractors in connection with Business Associate's obligations under this BAA. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages, obligations, and costs, relating to, or arising out of, any breach notification required by 45 CFR Part 164 Subpart D, State Technology Law § 208, and/or any other notifications required by law, caused by any intentional act or omission or negligent act or omission of Business Associate, its agents, employees, partners or subcontractors, *without limitation*; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act of the STATE.

VI. Miscellaneous

- A. Regulatory References. A reference in this BAA to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.
- B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this Contract from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.
- C. Survival. The respective rights and obligations of Business Associate under Section IV.C and Section V.B. of this BAA shall survive the termination of this Contract.
- D. Interpretation. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and 45 CFR Parts 160 and 164.
- E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this Contract, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

Attachment 11
RFA # 20599 - Money Follows the Person Transition Center

Attachment M

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“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.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State New York State Department of Health (the “New York State Department of Health”), to fully comply and cooperate with the New York State Department of Health 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.
- C. 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 VII of this Attachment or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this contract, the New York State Department of Health hereby establishes a goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation on any eligible expenses including subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing under this contract. The goal on the eligible portion of this contract will be 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:

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.

- C. 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 the New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. 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.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. 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.
 2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 4. The Contractor’s EEO policy statement shall include the following language:
 - a. 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.
 - b. 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.

- c. 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.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "D" 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.

C. Form #4 - 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 proposal or within a reasonable time, but no later than the time of award of the contract.

- D. 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.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. 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 III-A of this Attachment.
- C. 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, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. Contractors without eligible expenses as defined in Section II.A. or who are not able to meet the goal as stated in Section II.A. of this Attachment, must submit a Waiver request (Form #2) to the Department.
- B. 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, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial after the waiver has been fully processed.

- C. If the New York State Department of Health, 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, the New York State Department of Health 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.

VI. Quarterly MWBE Contractor Compliance Report

- A. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to the New York State Department of Health 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. Data should be submitted via the online compliance system at <https://ny.newnycontracts.com>.

VII. Liquidated Damages - MWBE Participation

- A. Where New York State Department of Health 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 the New York State Department of Health liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health 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 the New York State Department of Health.

New York State Department of Health
*Center for Home and Community Based Services/
Division of Community Integration and Alzheimer's Disease/Money
Follows the Person Program*

Request for Applications

Money Follows the Person Transition Center

RFA # 20599 / SFS # MFTP-2026

KEY DATES:

Release Date: May 5, 2025

Questions Due: May 23, 2025

**Questions, Answers and
Updates Posted (on or about): June 5, 2025**

Applications Due: June 20, 2025 by 4:00 PM

**NYSDOH Contact Name & Address: Stacey Agnello, Program Manager
New York State Department of
Health
One Commerce Plaza, 16th floor
Room 1622
Albany, NY 12210
MFP@health.ny.gov**

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I. Introduction

A. Background

New York State's [Money Follows the Person \(MFP\) program](#) is part of federal and state initiatives to rebalance the state's long-term services and supports away from institutional care and toward integrated home and community-based care.

New York State's participation in the [federal MFP program](#) provides funding for the operation of a statewide Transition Center program, operationalized through a network of regionally based Transition Centers. Transition specialists provide transition assistance and other community transition support to eligible Medicaid recipients who are elderly or who are 18 years of age or older with a physical or developmental disability or a traumatic brain injury, and who want to transition from an institutional setting such as a nursing home or intermediate care facility to living and receiving services in communities of their choice. Transition specialists provide information about options for living and receiving services in the community and assist participants with planning transitions to the community. Transition specialists assist with resolving transition barriers and follow-up with participants for 365 days post transition to provide supplemental support and barrier resolution regarding access to home and community-based services and supports.

Since 2008, MFP has assisted over 6,000 individuals to transition from institutions back into community settings.

B. Intent

The intent of this Request for Applications (RFA) is to procure a single organization to administer a statewide Transition Center infrastructure which will provide the core activities listed under [Section III: Project Narrative/Work Plan Outcomes](#).

C. Available Funding and Anticipated Award

It is anticipated that \$8,200,000 per year (\$41,000,000 total over a five-year contract period) will be available to award one (1) contract to a not-for-profit organization (501(c)3). The Awardee will deliver the Transition Center core activities statewide and in accordance with activities and objectives described in [Section III. Project Narrative/Work Plan Outcomes; B. Project Objectives](#).

Only one (1) application per agency will be allowed. If multiple applications from the same agency are received for this RFA, only the first application will be reviewed and considered for funding. All other applications from the same agency will be rejected.

The New York State Department of Health reserves the right to revise the award amount as necessary due to changes in the availability of funding.

II. Who May Apply

Eligible Applicants must meet the minimum eligibility requirements listed below and be able to adequately address all the Program Expectations and Goals listed in [Section III: Project Narrative/Work Plan Outcomes](#).

A. Minimum Eligibility Requirements

1. Must be prequalified in the New York State Statewide Financial System (SFS), if not exempt, on the date and time Applications in response to this RFA are due as specified in the “Key Dates” set forth on the Cover Page of this RFA.
2. Must be a not-for-profit organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code, currently doing business in New York State and have executive offices located in New York State.
3. Must have a statewide presence that can provide the required core services as expressed in the [Program Goals in Section III, Project Narrative/Work Plan Outcomes](#), either directly or through subcontract(s), in all 62 New York State counties.
4. Must submit a completed and signed **Attachment 1 – Application Cover Sheet and Attestation of Minimum Eligibility**

Applicants who are unable to demonstrate fulfillment of the above minimum eligibility requirements will not be considered for award and the remainder of their applications will not be reviewed.

III. Project Narrative/Work Plan Outcomes

A. Program Expectations

The Grantee will administer a statewide Transition Center infrastructure that adheres to the principles of the most integrated setting mandate of Title II of the Americans with Disabilities Act (ADA) of 1990, the Olmstead decision, MFP statute and federal guidance, the concepts embedded in person-centered planning and practice such as informed personal choice and dignity of risk, and includes the program objectives listed in [Section III.B](#).

The Grantee will develop and maintain collaborative relationships with MFP partners to assist members of vulnerable populations (e.g., older adults, individuals with physical, intellectual, and/or developmental disabilities, and individuals with traumatic brain injury) residing in nursing homes and intermediate care facilities with access to Medicaid home and community-based services through:

- New York State Nursing Home Transition and Diversion (NHTD) waiver

- New York State Traumatic Brain Injury (TBI) waiver
- New York State Office of People with Developmental Disabilities (OPWDD) Comprehensive Home and Community-Based Services waiver
- Medicaid Managed Care
- Medicaid Managed Long Term Care
- Health Homes
- Medicaid State Plan services authorized by local Departments of Social Services

The Transition Center will be expected to accept referrals from any referral source to assist individuals to transition from a nursing home or intermediate care facility to the community and will act as the New York State Department of Health's designated Local Contact Agency for the Minimum Data Set (MDS) Section Q referrals.

Transition Center activities include identifying potential participants residing in nursing homes and intermediate care facilities, obtaining informed consent to participate in Transition Center transition assistance activities and supports, providing education on return-to-community options and available home and community-based services and supports to interested nursing home and intermediate care facility residents, providing community preparedness education to transitioning participants prior to discharge to prepare them for successful transition to the community, facilitating access to needed assessments and services, transition barrier resolution, peer support, and follow-up for 365 days post-transition.

Transition Center activities also include targeted education and outreach to long-term care facilities on a biennial (every two years) basis to encourage referrals and to support compliance with MDS Section Q requirements regarding referral to the Local Contact Agency. Topics will include the identification of potential referrals, best practices for the MDS Section Q assessment process, availability of transition assistance, peer support and other Transition Center supports, and the process for referral to the Local Contact Agency. In addition, education and outreach staff will also provide presentations to community-based organizations and other referral sources, and at other community outreach events to increase awareness of the Transition Center and encourage collaboration to support transitions from long-term care facilities to the community with home and community-based services.

The Grantee will administer a Transition Center project that provides informal support to MFP qualified individuals that transition from a long-term care facility for whom lack of an informal support network is a barrier to transition, with the goal of providing backup support, increasing community integration, developing a social network, and decreasing loneliness. The initiative will include recruitment, training, and oversight of the informal support volunteers.

In addition, the Grantee will provide ancillary transition support to meet identified needs during the contract period, such as meeting communication gaps using disposable phones and addressing short-term food insecurity in the first month post discharge with grocery store food cards. The Grantee must be able to identify emerging needs and work with the state MFP program staff to address those needs.

B. Program Objectives

I. Program Infrastructure and Oversight

1. Develop and implement an integrated statewide infrastructure to carry out the Transition Center core activities of transition assistance, education and outreach, peer support, informal support, and ancillary transition support. Priorities include, but are not limited to:
 - statewide reach
 - consistent messaging in all areas of the state
 - staffing recruitment and retention plan
 - training plan for all staff responsibilities, specific to those responsibilities
 - provision of technical assistance in all areas of the state
2. Obtain Stakeholder input to guide barrier resolution and planning for program design and operation through ongoing participation in and attendance at NY Connects Long Term Care Council meetings, semi-annual participant surveys, and other means as needed.
3. Develop and implement a statewide outreach and marketing infrastructure that supports strategies to identify individuals residing in nursing homes and intermediate care facilities interested in receiving information about, and potentially transitioning to, community settings with home and community-based services. Priorities include, but are not limited to:
 - multiple media strategies
 - development and distribution of approved outreach material
 - public website/webpage and social media presence
4. Establish an infrastructure that coordinates all referrals to the Transition Center as the state-designated Local Contact Agency for Minimum Data Set Section Q referrals and other referrals for transition assistance.
5. Develop and maintain a HIPAA compliant data collection and reporting system which maintains complete and accurate case information regarding participants served and services delivered and ensures that the confidentiality of all personally identifiable information is protected.

Note: To ensure the integrity, security, and confidentiality of information contained in the MDS, the Grantee selected under this RFA must comply with New York State's MDS Data Use Agreement with Centers for Medicare & Medicaid Services. This form will be completed by the Grantee during the contracting process. The selected Grantee will be held to the same standards as the Department of Health regarding data security and confidentiality that are set forth in the Data Use Agreement. The Grantee selected through this RFA will be required to sign an Addendum to New York State's current MDS Data Use Agreement.

6. Track and accurately report activities, including information regarding participants and services, on a monthly, quarterly, semi-annual, and ad hoc basis, as directed by state MFP program staff.
7. Provide oversight and conduct quality assurance/quality improvement activities to ensure that contract activities are of high quality and meet contract deliverables as directed by state MFP program staff. Priorities include development and implementation of a comprehensive quality assurance/quality improvement plan that uses data analysis on an ongoing basis to both assure compliance with program requirements, and identify barriers and opportunities for improvement.

II. Transition Assistance

1. Provide objective information, in a consistent manner across the statewide infrastructure, about options for home and community-based services for older adults and individuals with physical or developmental disabilities, or traumatic brain injury who express a desire to leave institutional settings and return to the community. Priorities include, but are not limited to:
 - maintaining comprehensive knowledge about available home and community-based supports and services in each region of the state
 - ensuring consistent messaging and information is provided by transition specialists to institutional residents interested in community transition
 - meeting with potential participants no more than 10 days from receipt of a referral
2. Facilitate transition of individuals living in nursing homes and intermediate care facilities into community settings with appropriate home and community-based services and supports to enable them to remain in the community, in collaboration with facility and home and community-based services staff, including, but not limited to, the following priorities:
 - accept MDS Section Q referrals as the state designated Local Contact Agency, as well as referrals from all other referral sources for individuals transitioning from nursing homes and intermediate care facilities
 - ensure that full information about Transition Center supports is provided and informed consent and permission for release of information is obtained according to state MFP program informed consent policies and procedures from potential participants or their legal guardians
 - assist facility discharge planners with the coordination of home and community-based services and supports so that all the necessary service elements are in place for a successful transition

Please note that this program will not supplant any existing responsibility that the discharge planner has for assisting their interested nursing home/intermediate care facility residents with transitioning to the community.

 - develop collaborative relationships with, at a minimum, the following entities in each county and region in the state, to identify and address barriers to a

safe transition back to the community:

- Nursing home social workers/discharge planning staff
 - Intermediate Care facility staff
 - New York Independent Assessor
 - Medicaid Mainstream Managed Care plans
 - Medicaid Managed Long Term Care plans and care managers
 - Local Departments of Social Services
 - 1915(c) Waiver providers and Regional Resource Development Centers (RRDCs)
 - Office for People With Developmental Disabilities' (OPWDD) State Operations Office, Regional Office's Front Door staff, and community service providers
 - Health Home Care Managers (including Coordinated Care Organizations)
 - Local Area Agencies on Aging
 - NY Connects Information and Referral staff
 - NY Connects Long Term Care Councils
 - Community-based service providers
- ensure that necessary referrals are made in a timely manner to the entities described above and others, as needed, to begin assessment and enrollment processes for home and community-based service
 - coordinate transition activity with staff of the entities listed above and other entities
 - collaborate with local Departments of Social Services to ensure steps related to community budgeting, immediate need, etc., are occurring as needed
 - link individuals with, and collaborate with peers
 - follow-up with the entities identified above and others to ensure progress towards home and community-based services enrollment is being made and to resolve barriers
 - ensure timely referrals are made to needed housing services and subsidies to support participants' access to accessible and affordable housing to support their transitions
 - identify and work to resolve barriers to successful transition, and bring all unresolved individual and systemic barriers to the attention of state MFP staff
3. Provide community preparedness education to transitioning participants prior to discharge to prepare them for successful re-entry into the community on a variety of topics including, but not limited to, accessing services, home management, self-advocacy, transportation, budgeting, etc.
 4. Follow-up with participants for 365 days post transition to identify and resolve barriers to successful community functioning to prevent reinstitutionalization post transition, including, but not limited to:

- intensive follow up in the first 30 days with participants, home and community-based service providers, and service coordinators/care managers to ensure enrollment and service provision are occurring as needed from Day 1 following discharge, and to work to resolve any barriers to home and community-based services enrollment and service provision, as they arise, to prevent reinstitutionalization
 - periodic follow-up with participants in the community, at a minimum, to identify and assist with the resolution of barriers to successful maintenance in the community, as follows:
 - weekly for the first month
 - twice/month for months 2 and 3
 - monthly for months 4-12
 - identifying and assisting participants to access community services and supports that may be needed by individuals to sustain living in the community
 - identifying and addressing barriers to successful community living in the immediate post-transition period
5. Repatriate New York State residents who are living in out-of-state facilities to their home communities in New York State.
 6. Administer a Quality-of-Life survey to individuals transitioning from facilities to the community, as prescribed by state MFP program staff, including a baseline survey prior to facility discharge and a follow-up survey at 11 months post discharge.

III. Peer Support

1. Recruit and train paid peers who have experience living independently in the community and have characteristics (i.e., physical, and developmental disabilities and/or age) that approximate those characteristics of individuals requesting peer services (and, where possible, have themselves transitioned from a facility setting into the community). Priorities include, but are not limited to:
 - a recruitment plan for peers with experience living independently in the community that ensures coverage across all regions in New York State
 - comprehensive skill training for peers, including, but not limited to, reflective listening, problem solving, time management, professionalism, and documentation
2. Provide peer support to individuals who are planning to transition from long-term care facilities to homes in the community, to support their successful transitions. Priorities include, but are not limited to:
 - one-on-one meetings between peers and participants who are transitioning from nursing homes or intermediate care facilities to the community
 - consistent messaging and information provided by peers to facility residents interested in community transition
 - collaboration with transition specialists and facility discharge planners, social workers, and other facility staff as needed

- identifying and addressing participant concerns relating to community transition
3. Provide peer follow-up meetings during the first 60-days post transition to identify barriers and assist, through collaboration with transition specialists, with addressing issues to prevent avoidable reinstitutionalization.

IV. Education and Outreach

1. Increase the knowledge of nursing home staff regarding the availability of Transition Center supports and requirements related to Minimum Data Set Section Q referral to the Local Contact Agency, including, but not limited to:
 - development of education and outreach presentation materials
 - intensive training to education and outreach specialists to ensure they are well-versed in the requirements for the administration of Section Q and referral to the Local Contact Agency, including the barriers and misconceptions that inhibit compliance
 - education and outreach presentations to all New York State skilled nursing homes on a bi-annual (every two years) basis
 - updating presentation materials and contents based on presentation evaluation results, new developments, and the experience of transition specialists, education and outreach specialists, and peers in the field
2. Increase the knowledge of staff within the Office for People with Developmental Disabilities (OPWDD) service delivery system regarding the availability of Transition Center supports, including, but not limited to:
 - development of education and outreach presentation materials
 - presentations to Continuing Care Organizations, Regional Office/Front Door staff and other OPWDD divisions on at least an annual basis
 - updating presentation materials and contents based on presentation evaluation results, new developments, and the experience of transition specialists, education and outreach specialists, and peers in the field
3. Increase the knowledge of community referral sources regarding the availability of Transition Center supports, including, but not limited to:
 - development of education and outreach presentation materials
 - regular presentations to agencies identified in Section B.II.2 of Program Objectives, including, but not limited to, Health Homes, and Managed Long Term Care plans
 - updating presentation materials and contents based on presentation evaluation results, new developments, and the experience of transition specialists, education and outreach specialists, and peers in the field
4. Conduct outreach activities and establish collaborative relationships with statewide provider associations, consumer organizations, NY Connects' local Long Term Care Councils, and other statewide referral sources and stakeholders to provide information about the Transition Center program, the referral process,

and the assistance available for individuals to accomplish community transitions. Priorities include, but are not limited to:

- fostering collaborative relationships between statewide and community referral sources and the Transition Center program
- presenting to the membership of the nursing home and other statewide provider associations and statewide consumer and consumer support organizations, including Ombuds programs, on at least an annual basis
- seeking opportunities to present at conferences, trade shows, agencies, and other venues to introduce relevant parties to the Transition Center program

V. Informal Support

1. Provide informal backup and support utilizing volunteers for facility residents planning a community transition for whom the lack of informal support is a barrier to transition, with the goals of accomplishing a community transition, providing backup support, increasing community integration, assisting participants to develop social networks, and decreasing loneliness and the likelihood of reinstitutionalization. Priorities include, but are not limited to:
 - development and implementation of a plan to recruit and retain informal support volunteers
 - comprehensive training and oversight of informal support volunteers

VI. Ancillary Transition Supports

1. Provide ancillary transition supports to transitioning participants to address barriers and meet emerging needs, including, but not limited to:
 - disposable phones with pre-paid data plans to address communication gaps
 - grocery store cards to address short-term food insecurity in the first month post discharge
 - one-time home start up supplies
 - training/skill-building to increase participants' active participation in their person-centered planning process
2. Work with state MFP program staff to plan potential strategies and solutions for identifying and addressing emerging needs.

An Applicant may subcontract activities of the work plan to be performed by the Applicant pursuant to the terms of its application. If known, the Applicant is expected to state in their application the specific activities to be performed through subcontracts, as well as the names of the subcontractors. Letters of commitment from each subcontractor are strongly recommended and should be uploaded in SFS as **Attachment 7**. Grantees will need to name subcontractors prior to reimbursement. Applicants should note that the lead organization (that is, the successful Applicant, as Contractor) will have overall responsibility for all Contract activities, including those performed by subcontractors and will be the primary contact for the New York State Department of Health. All subcontractors and subcontracts will be required to

be approved by the Department of Health.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the New York State Department of Health (hereinafter referred to as NYSDOH, DOH, or the Department), Center for Home and Community Based Services/Division of Community Integration and Alzheimer's Disease/Money Follows the Person Program. The Department is responsible for the requirements specified herein and for the evaluation of all Applications. See, Section V.C. (Review and Award Process).

B. Question and Answer Phase

All substantive questions by Applicants with respect to any aspect of the RFA must be submitted in writing to *Stacey Agnello, Program Manager, NYSDOH, Money Follows the Person program*, at the following email address: MFP@health.ny.gov. This includes Minority and Woman Owned Business Enterprise (MWBE) Requirements questions and related forms. See, Section IV.K. (Minority & Woman-Owned Business Enterprise Requirements). Questions of a technical nature related to formatting or other minor details related to preparation of an Application may also be addressed in writing to the email address noted above. Questions are of a technical nature if they are limited to how to prepare your Application (e.g., formatting) rather than relating to the substance of the Application.

To the degree possible, each question submitted by a potential Applicant pursuant to the terms of this RFA should cite the RFA section and paragraph to which it refers. Written questions will be accepted until the date posted on the Cover Page of this RFA.

Some helpful links for questions of a technical nature are below. Questions regarding specific opportunities or Applications should be directed to the NYSDOH contact listed on the cover of this RFA.

- On-Demand Statewide Financial System Training Videos: On-demand training focused on using the new grants management features in SFS is available by logging in to the SFS Vendor Portal and clicking the SFS Coach icon available on the homepage. Additional questions? Contact the SFS Help Desk listed below:
- Statewide Financial System Technical Support Help Desk
Phone: 1-877-737-4185 toll-free / 518-457-7737
Hours: Monday thru Friday 8am to 8pm
Email: helpdesk@sfs.ny.gov

Prospective Applicants must submit all requests for clarifications of, or exceptions or changes to, the terms, conditions, or provisions of this RFA or the Master Contract for Grants during the Question and Answer Phase, which will end on the "[Questions Due](#)" date specified on the Cover Page of this RFA. An Applicant must clearly indicate the clarification, exception or

change in the RFA or the Master Contract for Grants the Applicant is requesting. All questions, answers, and requests for clarification, exception or change will be published by the [Department at SFS Public Portal Homepage](#) to ensure equal access and knowledge by all prospective Applicants, on or about the date specified on the Cover Page of this RFA.

This RFA has been posted on the NYS Statewide Financial System website at: [SFS Public Portal Homepage](#) and additionally, via a link provided on the Department's public website at: <https://www.health.ny.gov/funding/>.

Questions and answers, as well as any updates, addendums to, and/or other modifications of this RFA, will be posted on these websites. All such questions and answers, updates, addendums to, and other modifications to this RFA will be posted by the date identified on the Cover Page of this RFA under “Key Dates.”

All Questions must be received by the date and time specified on the Cover Page of this RFA, under “Key Dates,” opposite the heading “Questions Due.”

All questions submitted by email should state the RFA Title and Number set forth on the Cover Page (*RFA 20599, Money Follows the Person Transition Center*) in the subject line of the email.

C. Letter of Interest

A Letter of Interest is not requested for this project.

D. Applicant Conference

An Applicant Conference will not be held for this project.

E. How to file an Application

Applications must be submitted online via the Statewide Financial System by the date and time posted on the Cover Page of this RFA under the heading “[Key Dates](#) .”

Reference materials and videos are available for Grantees applying to funding opportunities on the NYS Statewide Financial System website. Please visit the Statewide Financial System website at the following web address: [SFS Public Portal Homepage](#) and click the “Search for Grant Opportunities” tile. There is also a more detailed “Statewide Financial System: Vendor User Guide” available in the documents section under Training & Guidance; For Grant Applicants located in SFS Coach. Training webinars are also provided by the Grants Management Team. Dates and times for webinar instruction can be located at the following web address: [Live Webinars | Grants Management \(ny.gov\)](#)

To submit an Application an Applicant must:

1. Log into the [Statewide Financial System Vendor Portal](#) .
2. Click the Grant Management Tile. Next, Click the Bid Event Search tile.

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MONEY FOLLOWS THE PERSON TRANSITION CENTER

3. Enter the applicable search criteria in the Search Criteria Fields. Locate an opportunity; search by Funding Agency (DOH01) or enter the Grant Opportunity name into the Search by Grant Opportunity field: Money Follows the Person Transition Center. You can also filter search by Status such as “available,” which filters to include only the bid events that are published and open for potential bid response.
4. Click on “Search” button to initiate the search.
5. Click on Event ID link to initiate a bid response.
6. Please review the Grantee User Manual found in SFS Coach for additional steps on how to respond to various types of Bid Events.

Once the Application is complete, a prospective Applicant is **strongly encouraged** to submit their Application at least **48 hours prior to the** Application’s due date and time specified on the Cover Page of this RFA. 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. **Failure to leave adequate time to address issues identified during this process may jeopardize an Applicant’s ability to submit their Application.** SFS staff are available to answer an Applicant’s technical questions and provide technical assistance prior to the Application due date and time. Contact information for the SFS Help Desk is available under Section IV.B. (Question and Answer Phase) of this RFA.

PLEASE NOTE: Although NYSDOH and the Grants Management staff will do their best to address concerns that are identified less than 48 hours prior to the due date and time for the submission of an Application, there is no guarantee that they will be resolved in time for the Application to be submitted on time and, therefore, considered for funding.

During the Application process, please pay particular attention to the following:

- Not-for-profit Applicants must be prequalified, if not exempt, on the date and time Applications in response to this Request for Applications (RFA) are due as specified in the “Key Dates” set forth on the Cover Page of this RFA. Be sure to maintain prequalification status between funding opportunities. **NOTE:** Three of a not-for-profit’s essential financial documents - the IRS990, its Financial Statement, and its Charities Bureau filing - expire on an annual basis. If these documents are allowed to expire, the not-for-profit’s prequalification status expires as well, and it will not be eligible for state grant funding until its documentation is updated and approved, and prequalified status is reinstated.
- Only individuals with the role of “Bid Response Submitter” can submit an Application on behalf of an Applicant.
- Prior to submission, the Statewide Financial System will automatically initiate a global error checking process to protect against an incomplete Application. An Applicant may need to attend to certain parts of the Application prior to being able to submit the Application successfully. An Applicant must be sure to allow time after pressing the submit button to clean up any global errors that may arise. (Vendor User Guide).
- Applicants should use numbers, letters, and underscores when naming their uploaded files. There cannot be any special characters in the uploaded file name. Also, be

aware of the restriction on file size (20 MB) when uploading documents. Applicants should ensure that any attachments uploaded with their application are not “protected” or “pass-worded” documents.

The Applicant’s Delegated Administrator can assign, modify, or remove roles for the Applicant in SFS. Please see SFS Vendor Portal Access Reference Guide, [SFS Vendor Portal Access Reference Guide.pdf \(ny.gov\)](#), for additional information on roles. **Bid Response Initiator** and **Bid Response Submitter** are the **necessary roles for applying to a Bid Event in SFS**. If you are a not-for-profit you will also need Prequalification Processor for Prequalification purposes.

PLEASE NOTE: Waiting until the last several days to complete your Application online can be dangerous, as you may have technical questions. Beginning the process of applying as soon as possible will produce the best results.

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

LATE APPLICATIONS WILL NOT BE ACCEPTED.

F. Department of Health’s Reserved Rights

The Department of Health reserves the right to:

1. Reject any or all Applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department’s sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any Applicant whose conduct and/or Application fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of Applications, in the Department’s sole discretion.
6. Use Application information obtained through site visits, management interviews, and the state’s investigation of an Applicant’s qualifications, experience, ability, or financial standing, and any material or information submitted by the Applicant in response to the Department’s request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to Application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to Application opening, direct Applicants to submit proposal modifications addressing subsequent RFA amendments.

9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Negotiate with successful Applicants within the scope of the RFA in the best interests of the state.
13. Conduct contract negotiations with the next responsible Applicant, should the Department be unsuccessful in negotiating with the selected Applicant.
14. Utilize any and all ideas submitted with the Applications received, at the Department's sole discretion.
15. Unless otherwise specified in the RFA, every offer in an Applicant's Application is firm and not revocable for a period of 60 days from the Application opening.
16. Waive or modify minor irregularities in Applications received after prior notification to the Applicant.
17. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an Applicant's Application and/or to determine an Applicant's compliance with the requirements of the RFA.
18. Eliminate any term of this RFA that can be complied with by none of the Applicants.
19. Award grants based on geographic or regional considerations to serve the best interests of the state.

G. Term of Contract

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

It is expected that contracts resulting from this RFA will have the following time period:
7/1/2026-6/30/2031.

Continued funding throughout this five-year period is contingent upon availability of funding and state budget appropriations and the Grantee's continued satisfactory performance of its obligations under the Contract. NYSDOH also reserves the right to revise the award amount as necessary due to changes in the availability of state and federal funding.

A sample New York State Master Contract for Grants can be found at <https://grantsmanagement.ny.gov/system/files/documents/2023/12/january-2024-contract-for-grants.pdf>

H. Payment & Reporting Requirements of Grant Awardees

1. The Department may, at its discretion, make an advance payment to a successful not-for-profit grant Applicant under this RFA (a "Grantee") in an amount not to exceed 25 percent of the annual grant provided for under the Grantee's Contract.
2. The Grantee will be required to submit invoices and required reports of expenditures based upon the terms for payment set forth in Attachment A-1 to its Grant Contract to the state's designated payment office (below) or, if requested by the Department, through the Statewide Financial System:

Money Follows the Person
New York State Department of Health
One Commerce Plaza
16th floor, Room 1622
Albany, NY 12210

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

Payment of claims for reimbursement by the state (Department) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms: *Grantee will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Workplan.*

3. The Grantee will be required to submit the following reports to the Department of Health at the address above:
 - Monthly data reports as defined by state MFP Program staff due the last business day of the month following the reporting month.
 - Semi-Annual data report and narrative summary of progress toward goals and objectives due:
 - Last business day of July for the period January 1- June 30

- Last business day of January for the period July 1- December 31
- Ad Hoc Reports as requested by state MFP Program staff
- Referral outcomes report semi annually
 - Last business day of July for the period January 1- June 30
 - Last business day of January for the period July 1- December 31

All payment and reporting requirements will be detailed in “Attachment D: Payment and Reporting,” of the final STATE OF NEW YORK MASTER CONTRACT FOR GRANTS.

I. Procurement Requirements

1. General Requirements

The Grantee may procure various goods and services in connection with the grant-funded project ranging from routinely purchased goods or services to those that involve substantive programmatic work. The procurement of such goods or services, however, must be conducted in an equitable and competitive manner to promote equal treatment, efficiency, and economy in grant-funded activities.

Any Grantee that is a state entity (i.e., a state agency or political subdivision of the state) must follow the same policies and procedures it uses for procurements from its general funds. All other Grantees (private companies, not-for-profit-organizations, etc.) must have a sufficient and documented procurement process that maintains records to detail the history of procurements associated with any awarded grant project. These records shall include, but are not limited to, rationale for the method of procurement (e.g., micro-purchase, small purchases, sealed bids, request for proposals, noncompetitive/sole source), the selection of a contract type, contractor selection and/or rejection, and the basis of a contract price.

The Grantee’s documented procurement process must conform with any applicable federal, state, and local laws and regulations. As part of the required procurement procedures, a Grantee must maintain written standards of conduct covering conflict of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations by officers, employees, or agents of the Grantee. Such standards shall provide, at a minimum, that no employee, officer, or agent of the Grantee will participate in the selection, award, or administration of a contract supported by grant funds if a conflict of interest, real or actual, is involved. Such conflicts may arise when:

- The employee, officer, or agent, or
- Any member of such individual’s immediate family, or
- Such individual’s partner, or
- Any organization which employs, or is about to employ the selected contractor, has a financial or other interest in or receives or stands to receive a tangible personal benefit from a firm being considered for a contract.

The standards of conduct shall also cover organizational conflicts of interest. Organizational conflicts of interest arise where an entity is or appears to be unable to conduct an impartial procurement action due to relationships with a parent company, affiliate, or subsidiary organization.

2. Bid Protest Procedures

Any contractor, subcontractor, or aggrieved party has the right to protest actions before or after the award of a contract utilizing grant funds. The Grantee alone will be responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of procurement contract solicitations and awards.

Grantees shall have written protest procedures, which may be analogous to those set forth in Part 24 of Title 2 of the New York Codes, Rules, and Regulations, in order for effective due process to be achieved. A Grantee's specific protest procedures shall be outlined in all bid requests, request for proposals, request for applications, etc. issued by or on behalf of the Grantee concerning any grant-funded projects. In summary, Grantees are responsible for handling all contract activity protests. Except in matters of direct state or possibly federal concern (in cases involving federally funded grants), the Department of Health will not substitute its judgement for that of the Grantee.

3. Procurement Contract Language

Any contract concerning a grant-funded project must be a written agreement between the Grantee and the third party providing specific goods and/or services. Whether with a contractor, subcontractor, consultant or vendor, the contract must as appropriate state the activities to be performed; the time schedule; the policies and requirements that apply to the contractor, subcontractor consultant or vendor, including the above procurement requirements; and any other terms and conditions of the grant and the master grant contract.

J. Assurances of No Conflicts of Interest and/or Other Detrimental Effects

The Grantee as well as any subgrantees, contractors, subcontractors or consultants engaged by the Grantee to provide goods or services in connection with the grant-funded project shall attest that their performance of any contracted services does not and will not create a conflict of interest with nor position the Grantee to breach any other contract it currently has in force with the State of New York.

The Grantee as well as any subgrantees, contractors, subcontractors or consultants engaged by the Grantee to provide goods or services in connection with the grant-funded project shall disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholder of five percent or more, parent, subsidiary, or affiliate organization, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers/agents of the Grantee, subgrantees, contractors, subcontractors, consultants or former officers and employees of

the state and its affiliates, in connection with the providing of goods or rendering of services related to the grant-funded project. The Grantee shall have procedures in place for alerting the state of any such actual or potential conflicts as well as procedures to resolve the same.

K. Minority & Woman-Owned Business Enterprise Requirements

Pursuant to New York State Executive Law Article 15-A, the Department recognizes its obligation to promote opportunities for maximum feasible participation of New York State-certified minority and women-owned business enterprises (M/WBEs) and the employment of minority group members and women in the performance of NYSDOH 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 NYSDOH establish goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises ("M/WBE") and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, the Department of Health hereby establishes a goal of **30%** as follows:

- 1) For Not-for-Profit Applicants: Eligible Expenditures include any subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing under a contract awarded from this solicitation.
- 2) For-Profit and Municipality Applicants: Eligible Expenditures include the value of the total amount of the Budget provided for the Work Plan in the Grant Contract entered into pursuant to this RFA.

The goal on the Eligible Expenditures portion of a Grant Contract awarded pursuant to this RFA will be 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified M/WBE firms). A Grantee awarded a Grant Contract pursuant to this RFA must document good faith efforts to provide

meaningful participation by M/WBEs as subcontractors or suppliers in the performance of the Grant Contract and Grantee will agree under the terms of its Grant Contract that NYSDOH may withhold payment pending receipt of the required M/WBE documentation required by the Department or the OSC. For guidance on how NYSDOH will determine “good faith efforts,” refer to 5 NYCRR §142.8.

The directory of New York State Certified M/WBEs can be viewed at:

<https://ny.newnycontracts.com>. The directory is found on this page under “NYS Directory of Certified Firms” and accessed by clicking on the link entitled “Search the Directory.” Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged, and all communication efforts and responses should be well documented by a Grantee to evidence its good faith efforts to encourage M/WBE participation in the performance of its obligations under its Grant Contract.

By submitting an Application, each Applicant and potential Grantee agrees to complete an M/WBE Utilization plan as directed in **Attachment 3** of this RFA. NYSDOH will review the M/WBE Utilization Plan submitted by each Grantee. If a Grantee’s M/WBE Utilization Plan is not accepted, NYSDOH may issue a Notice of Deficiency. If a Notice of Deficiency is issued, Grantee agrees that it shall respond to the Notice of Deficiency within seven (7) business days of receipt. NYSDOH may disqualify a Grantee as being **non-responsive** under the following circumstances:

- a) If a Grantee fails to submit a M/WBE Utilization Plan;
- b) If a Grantee fails to submit a written remedy to a Notice of Deficiency;
- c) If a Grantee fails to submit a request for waiver (if applicable); or
- d) If NYSDOH determines that the Grantee has failed to document good-faith efforts to meet the established NYSDOH M/WBE participation goals for the procurement.

In addition, Grantees will be required to certify they have an acceptable Equal Employment Opportunity policy statement.

L. Vendor Identification Number

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

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

<https://www.osc.state.ny.us/files/vendors/2017-11/vendor-form-ac3237s-fe.pdf>

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

M. Vendor Responsibility Questionnaire

The Department strongly encourages each Applicant to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. The Vendor Responsibility Questionnaire must be updated and certified every six (6) months. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire> or go directly to the VendRep system online at <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>.

An Applicant must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at itservicedesk@osc.ny.gov.

Applicants opting to complete online should complete and upload the Vendor Responsibility Attestation (**Attachment 2**) of the RFA. The Attestation is located under the SFS Attachments Section and once completed should be uploaded to the applicable PSQ/Bid Factor.

Applicants opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, www.osc.state.ny.us/vendrep, and upload it with their Application in response to the applicable PSQ/Bid Factor.

N. Vendor Prequalification for Not-for-Profits

Each not-for-profit Applicant subject to prequalification is required to prequalify prior to having the ability to submit an Application in the NYS Statewide Financial System.

Pursuant to the New York State Division of Budget Bulletin H-1032, dated July 16, 2014, and revised on December 9, 2023, the new Prequalification Policy became effective as of January 16, 2024. The updated policy requires that not-for-profit organizations register and prequalify in the SFS using the updated Prequalification Application. The updated Prequalification Application and New York State Prequalification Manual for Grantees can be found on the Grants Management website at: <https://grantsmanagement.ny.gov/get-prequalified>.

An Application cannot be submitted/received from a not-for-profit Applicant that (a) has not Registered in the NYS Statewide Financial System or (b) has not Prequalified in the Statewide Financial System by the Application's due date specified on the Cover Page of this RFA.

Below is a summary of the steps that must be completed to meet registration and

prequalification requirements. The Vendor User Manual within the Statewide Financial System Website details the requirements and job aid walks users through the process.

1) Register for the Statewide Financial System

- Applicants will first need to be registered in SFS and the Grants Management portion of the system. Applicants that need to register their organization should submit the required form(s) found at the following link: [Register Your Organization in SFS | Grants Management](#). Any questions related to current and previously existing SFS accounts should be sent to the SFS Help Desk (HelpDesk@sfs.ny.gov).
- If you have previously registered and do not know your Username, please email helpdesk@sfs.ny.gov. If you do not know your Password, please click the “I Forgot My Password” link from the main log-in page and follow the prompts.

2) Complete your Prequalification Application

- Log in to the Statewide Financial System.
- Applicants will first need to create an account in SFS. Applicants that need to create an account should do so at the following link: <https://www.osc.ny.gov/state-vendors/portal/enroll-vendor-self-service-portal>. Any questions related to SFS accounts should be sent to the SFS Help Desk (HelpDesk@sfs.ny.gov).
- Instructions for SFS Prequalification can be found on Page 20 of the SFS Grantee User Manual entitled, “! Grantee Processing in SFS.” This user manual is accessible to organizations with an SFS account under the SFS Coach Tile/Button in the SFS Vendor Portal. Select “Handbook: User Manual with Screenshots” from the Training Type drop down to locate the manual. If you have any problems accessing the manual, please contact HelpDesk@sfs.ny.gov. Please see the section entitled, “Enter and Submit a Prequalification Application”, located on page 20 of the SFS Grantee User Manual, for complete instructions on how to complete and submit an SFS Prequalification in the NYS Statewide Financial System.
- Specific questions about the prequalification process should be referred to your primary New York State agency representative (vendor.responsibility@health.ny.gov) or to the Grants Management Team at grantsmanagement@its.ny.gov.

3) Add SFS Roles to Submit a Bid and to Add a signatory or “Grant Contract Approver” to your account

SFS Security Role Name	Description	Access Provided
NY_GM_VENDOR_EVENT_INITIATE	Bid Response Initiator	Allows the vendor user to initiate a bid response to a bid

		event but not submit the bid response to the agency.
NY_GM_VENDOR_EVENT_INQUIRY	Bid Event Inquiry	Allows a vendor user the ability to review bid events. This is a view-only role.
NY_GM_VENDOR_EVENT_SUBMIT	Bid Response Submitter	Allows a vendor user to both initiate a bid response and submit a bid response to the agency.

- In order to have your designated signatory (known in SFS as Grant Contract Approver) sign a contract and have their name appear on the contract agreement you have to add the Grant Contract Approver's name to your SFS Vendor Profile. The Delegated Administrator for your organization can add the Signatory's Name by following the instructions found on page 17-20 of the SFS Grantee User Manual entitled, "Grant Processing in SFS." This user manual is accessible to organizations with an SFS account under the SFS Coach Tile/Button in the SFS Vendor Portal. Select "Handbook: User Manual with Screenshots" from the Training Type drop down to locate the manual. If you have any problems accessing the manual, please contact HelpDesk@sfs.ny.gov.

All potential Applicants are strongly encouraged to begin Statewide Financial System Registration and Prequalification process as soon as possible in order to participate in this opportunity.

O. General Specifications

1. By submitting the "Application Form" each Applicant attests to its express authority to sign on behalf of the Applicant.
2. Grantees will possess, at no cost to the state, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of any Contract awarded pursuant to this RFA will possess the qualifications, training, licenses, and permits as may be required within such jurisdiction.
3. Submission of an Application indicates the Applicant's acceptance of all terms and conditions contained in this RFA, including the terms and conditions of the Master Contract for Grants. Any exceptions the Applicant would like considered by the Department relating to the terms and conditions of this RFA and/or Master Contract for Grants must have been raised during the Question and Answer Phase of this RFA (See, Section IV.B.)

4. An Applicant may be disqualified from receiving an award if such Applicant or any subsidiary, affiliate, partner, officer, agent, or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts, in the State of New York or otherwise.
5. Provisions Upon Default
 - a. If an Applicant is awarded a grant pursuant to this RFA, the services to be performed by the successful Applicant pursuant to the terms of the Grant Contract entered into with the Department shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the Contract resulting from this RFA.
 - b. In the event that the Grantee, through any cause, fails to perform any of the terms, covenants, or promises of any Contract resulting from this RFA, the Department acting for and on behalf of the state, shall thereupon have the right to terminate the Contract by giving notice in writing of the fact and date of such termination to the Grantee.
 - c. If, in the judgement of the Department, the Grantee acts in such a way which is likely to or does impair or prejudice the interests of the state, the Department acting on behalf of the state, shall thereupon have the right to terminate any Contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Grantee. In such case the Grantee shall receive equitable compensation for such services as shall, in the judgement of the State Comptroller, have been satisfactorily performed by the Grantee up to the date of the termination of the Contract, which such compensation shall not exceed the total cost incurred for the work which the Grantee was engaged in at the time of such termination, subject to audit by the State Comptroller.

V. Completing the Application

A. Application Format/Content

Please refer to the Statewide Financial System: Vendor User Guide for assistance in applying for this procurement through the NYS Statewide Financial System. This guide is available by logging into the Statewide Financial System and searching under SFS Coach.

Please respond to each of the sections described below when completing the Statewide Financial System online Application. Your responses comprise your Application. Please respond to all items within each section. When responding to the statements and questions, be mindful that Application reviewers may not be familiar with your agency and its services. Your answers should be specific, succinct, and responsive to the statements and questions as outlined. Please be aware that the value assigned to each section described below indicates the relative weight that will be given to each section of your Application when scoring your Application.

It is each Applicant's responsibility to ensure that **all materials** included in its Application have been properly prepared and submitted. Applications must be submitted via the Statewide Financial System by the Application deadline date and time specified on the Cover Page of this RFA.

IMPORTANT: Any material added to a Bid Factor "Add Comments" box in SFS will not be reviewed as part of a submitted application. Applicants are instructed to use the "Response" box for narrative responses unless otherwise instructed within this RFA.

Please note there is a 2,000-character limit for each response.

Please provide any requested attachments as specified within this RFA. Applicants are instructed to upload one (1) attachment in response to any request for an attachment. If more than one (1) version of an attachment is uploaded, the final version uploaded will be the version considered for review.

See the Event Comments and Attachments link at the bottom of the Bid Event page in SFS for required attachments to be completed in response to corresponding bid factor questions, as well as informational only attachments.

B. Program Specific Questions (PSQ)/Bid Factors

1. Program Summary (*Not Scored*)

- 1a. Summarize the proposed program and how it meets the [Program Objectives](#) in Section III. Project Narrative/Work Plan Outcomes of this RFA in a high-quality and cost-effective manner.
- 1b. Applicants are instructed to complete and upload **Attachment 1 – Application Cover Page and Minimum Eligibility Attestation** to this Program Specific Question/Bid Factor Question.
- 1c. Applicants are instructed to complete and upload **Attachment 2 – Vendor Responsibility Attestation** to this Program Specific Question/Bid Factor Question.
- 1d. Applicants are instructed to complete and upload **Attachment 3 – Minority & Women Owned Business Enterprise Requirement Forms** to this Program Specific Question/Bid Factor Question.
- 1e. Letters of commitment from each subcontractor are not required but strongly recommended. If submitting letters of commitment, Applicants are instructed to upload a single read-only PDF document as **Attachment 7 – Letters of Commitment** in response to this Program Specific Question/Bid Factor Question.

2. Organizational Experience and Capacity (Maximum Score: 15 points)

- 2a. Describe the lead Applicant's mission, and the length and breadth of the relevant experience working within the field of long-term care, including experience with the home and community-based services delivery system (e.g., home and community-based waivers, managed care and managed long-term care plans, health homes,

and state plan long-term care services) in relation to program goals related to community transitions.

- 2b. Describe the lead Applicant's experience administering a health and/or human services related program with statewide reach, including length and breadth of experience and populations served.
- 2c. Complete an organizational chart that outlines staffing and reporting relationships within the Applicant's lead organization and upload a single read-only PDF document as **Attachment 4 – Lead Agency Organizational Chart** in response to this Program Specific Question/Bid Factor Question.
- 2d. Describe the relevant experience of the lead Applicant in performing each of the core activities listed in Section III. Project Narrative/Work Plan Outcomes; B. Program Goals, including length and breadth of experience and populations served:
 - i. Transitioning individuals from facility-based care to the community
 - ii. Administering peer support services
 - iii. Delivering education and outreach to health care professionals/providers, including nursing homes, community organizations, and other stakeholders
 - iv. Providing an informal support backup program

3. Program Design (Maximum Score: 65 points)

3a. Transition Center Infrastructure

1. Describe the organizational structure of the proposed program, including program design, essential staff and their qualifications, (i.e., appropriate qualifications, skills, and experience of the staff person(s) who will oversee and implement the project and those who will be performing program monitoring, evaluation, and the fiscal management), and the relationship(s) between program management and direct service, including the role of any proposed subcontractors.
2. Complete a chart that outlines program structure and reporting relationships, including subcontractors and/or other local entities involved in direct service delivery. Upload the chart as a single read-only PDF document as **Attachment 5 – Program Structure and Reporting Relationship Chart** in response to this Program Specific Question/Bid Factor Question (Question 3a2).
3. Describe the staffing plan that will provide dedicated staff to perform each of the following core activities in all regions/counties in the state. Please detail the plan for staffing for each core activity listed below, including FTE allocation and training:
 - Transition assistance
 - Education and outreach to nursing homes and other referral source and community agencies
 - Peer support
 - Informal support program

- Ancillary transition supports
4. Describe how the lead Applicant will:
 - i. Provide oversight, quality assurance, and continuous quality improvement activities to ensure contracted activities, including coordination and consistency across core activities, occur according to accepted standards and as directed by DOH.
 - ii. Address deficiencies in quality and/or compliance. If lead Applicant plans to subcontract, include the plan to address subcontractor deficiencies.
 - iii. Analyze data trends related to the implementation and ongoing operation of the Transition Center program functions to support continuous quality improvement.
 5. Describe the Information Technology (IT) infrastructure that will be put in place to maintain all case information in a manner that is accurate, confidential, and provides for standard and ad hoc reporting to meet state MFP program staff's information needs.
 6. Describe a plan for obtaining stakeholder input (not limited to the use of a recipient survey) and for using the input to improve program design and operation.

3b. Core Activity: Transition Assistance

1. Describe how the lead Applicant and any proposed subcontractors will implement the core activity of transition assistance to facilitate transitions from institutional to community-based settings in all regions/counties in the state.
2. Describe the strategies that will be put in place to enable collaborative working relationships with home and community-based services programs and other stakeholders, and to create linkages for home and community-based supports and services.
3. Describe how Transition Specialists will assist nursing home and intermediate care facility staff involved in the discharge planning process to coordinate transitions from nursing homes/intermediate care facilities to the community.
4. Describe the follow-up strategies that will be used to help prevent re-institutionalization, to identify re-institutionalization when it occurs, and to assist participants to return to the community after a re-institutionalization if they wish to do so.
5. Describe how barriers to transition will be identified, tracked, addressed, and resolved.

3c. Core Activity: Peer Support

1. Describe how the lead Applicant and any proposed subcontractors will implement the core function of providing peer support to individuals interested in pursuing a transition to the community.

2. Describe how individuals' concerns related to community transition, community integration, and readiness to transition will be addressed through the provision of peer support.

3d. Core Activity: Education and Outreach

1. Describe how the lead Applicant and any proposed subcontractors will implement the core function of education and outreach, including delivering current content on MDS Section Q, referral to the Local Contact Agency, and transition barriers to:
 - i. all nursing homes in New York State on a bi-annual basis, and
 - ii. other statewide and community referral sources and partner programs on a periodic basis.
2. Describe the strategy to engage nursing homes, partner programs and community referral sources to participate in education and outreach presentations and foster a relationship with the Transition Center program.

3e. Core Activity: Informal Support Project

1. Describe how the lead Applicant and any proposed subcontractors will implement an informal support initiative to address the lack of informal support in the community for individuals transitioning from nursing homes to the community. Include:
 - i. the role of the informal support volunteers,
 - ii. how informal support volunteers will be recruited and how volunteers are matched with participants, and
 - iii. the strategies for oversight of informal support volunteers to ensure that program goals are addressed and accomplished.

3f. Core Activity: Ancillary Transition Supports

1. Describe how emerging needs will be identified and addressed through ancillary transition supports.

4. **Work Plan (Not Scored)**

4a) Applicants are instructed to complete and upload **Attachment 6 – Work Plan** found in the “Attachments Section” of the Statewide Financial System (SFS) online Application/Bid Event. **Attachment 6** should be completed according to the instructions in Attachment 6 and below and uploaded in response to this Bid Factor Question.

For the **SFS Work Plan Project Summary**, Applicants are instructed to insert the Project Summary as listed on Page 2 of the **Attachment 6 – Work Plan** into the Work Plan Summary field in the SFS online application. **Any additional information entered in the Project Summary will not be considered by reviewers of your application.**

The Work Plan should include the Objectives, Tasks (activities/services) and Performance Measures (outcomes) necessary to meet the Money Follows the Person (MFP) program

requirements. The required Work Plan Objectives are prescribed by the New York State MFP program; however, Applicants must add the Tasks (activities/services) and Performance Measures (outcomes) necessary to meet these program objectives. Tasks and Performance Measures proposed by the Applicant in the Work Plan should align with the proposed Program Model, program activities, and the program objectives outlined in the Request for Applications.

Applicants will **not** enter any Tasks or Performance Measures into the **SFS Work Plan Section** at the time of application but instead will complete and upload **Attachment 6** in response to this Bid Factor Question. Applicants are instructed to enter Tasks and corresponding Performance Measures of their own choosing in the **Attachment 6 – Work Plan**. **Each Task must have a task description of no more than 2,000 characters. In addition, each Task must have a corresponding Performance Measure narrative of no more than 2,000 characters.**

Applicants may add additional Objectives, Tasks, and Performance Measures as described in the instructions below. **If submitting additional Objectives, Tasks, and Performance Measures, they must be attached to Attachment 6 – Work Plan, clearly labeled, and must adhere to the character limitations as described above.**

Flexibility in programming is necessary to ensure that resources are effectively directed to the populations and communities most in need. Contract activities and deliverables may be modified at any point in this contract upon direction of the State Money Follows the Person program to address emerging needs or disparities, or to accommodate advances in best practice.

Please note that successful Applicants may be asked to modify work plans prior to initiation of the contract to address issues identified during the review process. If awarded a contract, Grantees may be instructed to insert Work Plan Tasks and corresponding Performance Measures in the Statewide Financial System (SFS) Work Plan.

5. Budget (Maximum Score: 20 points)

Applicants are instructed to prepare a twelve (12) month budget for year one based on the maximum award as indicated in Section I of this RFA. The budget for year one 7/1/2026 – 6/30/2027 must be entered into the Statewide Financial System (SFS). Refer to **Attachment 8 – SFS Expenditure Budget Instructions**. All budget lines should be calculated as whole dollar amounts. All costs should be related to the proposed activities, as described in the application narrative and work plan, and should be justified in detail. All costs should be reasonable and cost effective. Contracts established resulting from the Request for Application will be cost reimbursable. Once the budget in SFS is completed, Applicants are required to also enter the total grant funds being requested in the Unit Bid Price field at the bottom of the page. The total grant funds and Unit Bid Price must match in order for the application to submit successfully.

All costs must be related to the provision of the Money Follows the Person Transition Center

as well as be consistent with the scope of services, reasonable and cost effective. Justification for each cost should be submitted in narrative form. For all existing staff, the Budget narrative must delineate how the percentage of time devoted to this initiative has been determined.

Funding provided under this RFA may only be used to expand existing activities or create new activities pursuant to this RFA. These funds may not be used to supplant funds for currently existing staff activities.

Any ineligible budget items will be removed from the budget prior to contracting. The budget amount requested will be reduced to reflect the removal of the ineligible items.

Administrative costs will be limited to a maximum of 10% of total direct costs, etc.

Expenditures will not be allowed for the purchase of major pieces of depreciable equipment (although limited computer/printing equipment may be considered), remodeling or modification of structure or furniture.

6. Subcontractor Letters of Commitment (*Not scored*)

An Applicant may subcontract activities of the work plan to be performed by the Applicant pursuant to the terms of its Application. If known, the Applicant is expected to state in their Application the specific activities to be performed through subcontracts, as well as the names of the subcontractors. Letters of commitment from each subcontractor are strongly recommended and should be uploaded in SFS as **Attachment 7**. Grantees will need to name subcontractors prior to contracting. Applicants should note that the lead organization (that is, the successful Applicant, as Contractor) will have overall responsibility for all Contract activities, including those performed by subcontractors and will be the primary contact for the NYSDOH. All subcontractors and subcontracts will be required to be approved by the Department of Health.

C. Freedom of Information Law

All Applications may be disclosed or used by NYSDOH to the extent permitted by law. NYSDOH may disclose an Application to any person for the purpose of assisting in evaluating the Application or for any other lawful purpose. All Applications will become state agency records and will be available to the public in accordance with the New York State Freedom of Information Law (FOIL). **Any portion of an Application that an Applicant believes constitutes proprietary information entitled to confidential handling, as an exception to the general rule regarding the availability to the public of state agency records under the provisions of the Freedom of Information Law, must be clearly and specifically designated in the Application.** If NYSDOH agrees with the Applicant's claim regarding the proprietary nature of any portion of an Application, the designated portion of the Application will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed

a waiver of any right to confidential handling of such material.

D. Review & Award Process

An Application which meets ALL of the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH *Office of Aging and Long Term Care, Division of Community Integration and Alzheimer's Disease, Money Follows the Person* program. An Application that does not meet the minimum criteria (PASS/FAIL) will not be evaluated. An Application that does not provide all required information will be omitted from consideration.

A numerical scoring system will be used to evaluate responses to organizational experience and capacity, program design and budget questions. The total maximum score will be 100.

The Applicant with the highest total score will receive the grant award. Funding amount will not exceed the designated total funding amount listed in this RFA and for which the Applicant requested per-year funding based on availability of funds.

Program Summary	Maximum Score:	Not Scored
Organizational Experience and Capacity	Maximum Score:	15
Program Design	Maximum Score:	65
Budget	Maximum Score:	20
Work Plan	Maximum Score:	Not Scored
TOTAL MAXIMUM SCORE		100

The minimum passing score is 70%. If there is an insufficient number of acceptable applications (scoring 70 or above) received, the New York State Department of Health reserves the right to fund an application scoring in the range of 60-69.

In the event of a tie score, the Applicant with the highest score for Section 2 – Organizational Experience and Capacity will receive the award. Should there still be a tie score, the Applicant with the highest score in Section 3 – Program Design will receive the award.

Applications with minor issues (for example, an Application missing information that is not essential to timely review and would not impact review scores) MAY be processed and evaluated, at the discretion of the state, but any issues with an Application which are identified by the Department **must** be resolved prior to time of award. An Application with unresolved issues at the time award recommendations are made will be determined to be non-responsive and will be disqualified.

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

Applicants will be deemed to fall into one of three categories: 1) not approved, 2) not funded due to limited resources, and 3) approved and funded. Not funded Applications may be

awarded should additional funds become available.

Once awards have been made pursuant to the terms of this RFA, an Applicant may request a debriefing of their own Application (whether their Application was funded or not funded). The debriefing will be limited only to the strengths and weaknesses of the Application submitted by the Applicant requesting a debriefing and will not include any discussion of ANY OTHER Applications. Requests for a debriefing must be received by the MFP program no later than fifteen (15) calendar days from date of the award or non-award announcement to the Applicant requesting a debriefing.

To request a debriefing, please send an email to the MFP program at MFP@health.ny.gov. In the subject line, please write: Debriefing MFP RFA.

Unsuccessful Applicants who wish to protest the award(s) resulting from this RFA on legal and/or factual grounds, should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at <https://www.osc.state.ny.us/state-agencies/gfo/chapter-xi/xi17-protest-procedures> (Section XI. 17.)

VI. Attachments

- Please note that Attachments to this RFA are not included in the RFA document, but can be accessed on the "**Event Page**" for this RFA/Bid Event located in the [Statewide Financial System \(SFS\) Vendor Portal](#) or once an Application has been started, under the "**Event Comments and Attachments Section**" of the online Application. To access the Event Page and online Application/Bid Event, including required documents such as the Attachments, a prospective Applicant must be registered and logged into the NYS Statewide Financial System Vendor Portal. Once logged into the Vendor Portal, prospective Applicants can locate the "Events Page" for this Bid Event by selecting the "Grants Management – State" tile, selecting the "Bid Event Search" tile, searching for this Bid Event, and then selecting the "View Event Package". Attachments that are requested to be uploaded as part of an Application/Bid Event response will be requested in individual corresponding Bid Factors in the online application (See Section V.A., "Program Specific Questions (PSQ)/Bid Factors").

Note: Any updates to the RFA/attachments will be addressed in an Addendum to the RFA. **Addendums, as well as questions and answers, will be posted to the [SFS Public Portal Homepage](#) under the Grant Opportunity for this Bid Event, not in the application itself.** To access these documents in SFS, Applicants must go to the Grant Opportunity and select "View Grant Opportunity" **which can ONLY be viewed when logged out of the SFS Vendor Portal.** Any updated Attachments will be posted on the NYS Department of Health Funding Opportunity website: <https://www.health.ny.gov/funding/>.

- **ALL Applicants are instructed to verify each required attachment that has been**

uploaded to the application. To check attachments, Applicants are instructed to click "View" in the SFS application for each uploaded attachment to ensure that the attachment and all of its applicable information/data is viewable in its final format.

- **PDF Attachments – due to system constraints, PDF attachments cannot be uploaded with annotations, editable fields, or JAVA/active controls. Please submit PDFs that are read-only.**

- Attachment 1: Application Cover Sheet and Attestation of Minimum Eligibility (Required)*
- Attachment 2: Vendor Responsibility Attestation (Required)*
- Attachment 3: Minority & Women-Owned Business Enterprise Requirement Forms (Required)*
- Attachment 4: Lead Agency Organizational Chart (Required)**
- Attachment 5: Program Structure and Reporting Relationship Chart (Required)**
- Attachment 6: Work Plan
- Attachment 7: Letters of Commitment Letter (strongly recommended) ***
- Attachment 8: Statewide Financial System (SFS) Expenditure Budget Instructions
- Attachment 9: A-1: Agency Specific Terms and Conditions
- Attachment 10: H: Federal HIPPA Business Associate Agreement
- Attachment 11: M: MWBE Requirements and Procedures

* Attachments with a singular asterisk **must** be uploaded as part of your organization's Statewide Financial System (SFS) online Application in response to corresponding Bid Factor questions. Forms to be completed are located in the "**Attachments Section**" of the Statewide Financial System online Application/Bid Event.

** Attachments with two asterisks **must** be uploaded as part of your organization's Statewide Financial System (SFS) online Application in response to corresponding Bid Factor questions. These forms should be created by the Applicant and submitted in PDF format.

*** The Attachment with three asterisks is not required, but strongly recommended and should be uploaded as part of your organization's Statewide Financial System (SFS) online Application in response to corresponding Bid Factor question. The letters should be combined by the applicant and submitted in a single PDF document.

Attachments without an asterisk **do not** need to be completed and are for Applicant information only. These Attachments may be accessed in the "**Attachments Section**" of the Statewide Financial System online Application/Bid Event.