NEW YORK STATE OFFICE FOR THE AGING

REQUEST FOR APPLICATIONS

COMMUNITY EMPOWERMENT PROGRAMS FOR AGING IN THE COMMUNITY

MARCH 2, 2009

David A. Paterson
Governor

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Director

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SECTION ONE – BACKGROUND

1.1 MISSION STATEMENT

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

1.2 PURPOSE

Our efforts to address the challenges presented by a growing older population are rooted in the deepest principle of our aging services philosophy: to promote the independence of seniors by serving them – where they want to be served and where it is often most cost-effective to serve them – in their homes and communities. As part of these efforts, NYSOFA is leading a new community empowerment initiative to assist communities in planning for and addressing the needs of the rapidly increasing older population. Community empowerment is a process that enables people to collaborate and act on issues that they define as important, which affect their lives and communities. Community leaders, civic and business organizations, faith-based groups, interested citizens and others play an active role in areas such as problem and strength identification, problem resolution, program planning and resource mobilization. Community empowerment for these purposes is a means to change the culture and nature of how communities actively approach both engaging people in identifying needs and in shaping solutions to foster aging in the community with dignity and, in the process, making the community more livable across the lifespan.

The 2008-2009 enacted state budget provided funding for projects that promote community empowerment and address the changing needs of our elders so they may age in the community with dignity. NYSOFA invites a wide array of organizations, including local governments; community associations; faith-based, caregiver and neighborhood groups; and not-for-profit agencies, to apply for this grant opportunity. Successful plans to age in the community will utilize a collaborative approach to integrate strategies to enhance community based services and create an environment conducive to aging in the community.

NYSOFA is offering up to eight (8) grants for the planning <u>or</u> implementation of innovative programs and activities that support community empowerment and provide opportunities for community participation in creating environs in which older adults can age in the community. Applicants must effectively demonstrate the ability to engage their communities in the planning or implementation of innovative community based strategies that will help create liveable communities that enable their older neighbors to successfully age in place or "age in the community". "*Aging in the community*" as defined by NYSOFA is an affirming approach to creating supportive neighborhoods and social networks of all types which enhance the well being and quality of life for older adults, enabling them to remain in their home or chosen living environment, connected with family, friends and neighbors, while playing an essential role in the community.

There are many ways to achieve aging in the community through community empowerment. Because each neighborhood and community is unique, NYSOFA is not requiring that a specific model or process for creating an aging in the community project be utilized. Rather, applicants are encouraged to set forth a process tailored to what will work in their own community. Below are some resources and information potential applicants may find helpful.

The Center for Home Care Policy & Research, an independent research organization sponsored by the Visiting Nurse Service of New York (VNSNY), through its AdvantAge Initiative identified four categories considered essential to creating an elder friendly community (www.vnsny.org/advantage/indicators.pdf). These categories are listed below and can be used as a guideline for determining community readiness for creating liveable communities. The categories are:

Addresses Basic Needs

- Affordable housing is available to community residents
- Housing is modified to accommodate mobility and safety
- The neighborhood is livable and safe
- People have enough to eat
- Assistance services are available and residents know how to access them

Optimizes Physical and Mental Health and Wellbeing

- Community promotes and provides access to necessary and preventive health services
- Opportunities for physical activity are available and used
- Obstacles to use of necessary medical care are minimized
- Palliative care services are available and advertised

Maximizes Independence for the Frail and Disabled

- Transportation is accessible and affordable
- The community service system enables people to live comfortably and safely at home
- Caregivers are mobilized to complement the formal service system

Promotes Social and Civic Engagement

- Residents maintain connections with friends and neighbors
- Civic, cultural, religious, and recreational activities include older adults
- Opportunities for volunteer work are readily available
- Community residents help and trust each other
- Appropriate work is available to those who want it

As there are many different ways to achieve the goal of creating communities that support aging in the community, the above list should not be considered all inclusive. In November of 2008, NYSOFA held the “Empowering Communities for Successful Aging—Housing, Neighborhood Supports and Services” conference (www.empoweringNYcommunities.org). Presenters gave many examples of innovative approaches that have been used in their own neighborhoods and regions to support aging in the community. Some involved the development of specific services or combination of services, while others focused on infrastructure such as ensuring that there are adequate sidewalks connecting residential areas with commercial areas so older adults have the ability to walk for needed services and social outlets.

For your convenience, the attached bibliography includes information about various models and approaches that have proved effective in one or more locations. These are not the only models and approaches that may be used but rather are included for informational purposes only.

1.3 FUNDING AVAILABILITY

The 2008-09 enacted state budget authorized funding in the amount of $245,000 for these projects. Contracts will be awarded on a competitive basis to not-for profit agencies or local governments. Consortia may apply as long as one agency serves as the lead. The lead agency must be a not-for-profit agency or municipality. The selection process has been structured to fund at least two projects in rural areas. Elements that will guide the selection process include: innovation, sustainability, ability to empower the community in the process of identifying unmet needs and developing clearly stated goals and outcomes to meet these needs, evidence of strong collaborations and partnerships, and the ability to reach vulnerable individuals.

NYSOFA is committed to serving populations in greatest social and economic need. This includes: vulnerable older persons (e.g., those with disabilities, limited English language skills, rural residents); low income older persons (i.e., those at or below 150% of the poverty level - see http://aspe.hhs.gov/POVERTY/09poverty.shtml for current guidelines); culturally and ethnically diverse older persons (e.g., Asian, Black, Hispanic, Native American/Alaskan Native, Native Hawaiian/Pacific Islander) and frail older persons (i.e., those with one or more deficits in physical or mental functioning, activities of daily living or instrumental activities of daily living). Applicants should describe in the Program Work Plan how they serve/will serve any of these populations.

Funding is available for the planning **or** implementation of new projects that empower the community to participate in a process that enables older adults to age in the community. For planning grants, applicants may request a maximum of $30,000. For implementation grants, applicants may request a maximum of $75,000.

These funds may be used to supplement, not supplant, existing public or private funding that a project currently receives for these services/expenses. Funding will be provided primarily to cover planning or project operating expenses. The lead agency must actively manage or oversee the project; however some, but not all aspects, of the project may be subcontracted.

1.4 ISSUING OFFICE

This Request for Applications (RFA) is issued by the NYSOFA Division of Community Services which shall be the sole contact for information regarding its content. Hereinafter, the use of the term “State” refers to the New York State Office for the Aging.

1.5 ELIGIBLE APPLICANTS

Eligible applicants are not-for-profit organizations (designated 501(c) (3) by the Internal Revenue Service) or local governments. Since this is a community empowerment initiative, applicants must demonstrate the ability to develop successful partnerships and community participation; however, only one not-for-profit organization or governmental agency can be designated as the lead agency. The lead agency must actively manage the planning process or oversee implementation of project activities, strategies, collaborations and/or provision of services.

All eligible applicants are offered an opportunity to compete for an award; however, the selection process will take into consideration population density in an effort to fund at least two programs in rural areas, as outlined in Section 2.19. The State strongly encourages women or minority owned business enterprises to submit proposals.

SECTION TWO – GENERAL INFORMATION AND REQUIREMENTS

2.1 PROGRAM REQUIREMENTS

Applicants must successfully demonstrate the ability to engage community residents and partners in the planning process or implementation of projects that will help their older neighbors age in the community. Partners should involve a mix of public and private stakeholders, including those experienced in geriatric issues and resources, such as area agencies on aging and **NY Connects**: *Choices for Long Term Care* programs.

The State is seeking to encourage and provide start-up funds for planning efforts, new innovative collaborations, strategies or projects that will improve the lives of its older adults, strengthen its communities and foster community engagement.

Applicants can submit a grant proposal to either:

A) Organize and undertake a planning process leading to identification of a community empowerment project or activities that will support aging in the community; **or**

B) Implement innovative strategies, programs, services or activities resulting from a community empowerment planning process that has already been undertaken to enable aging in the community.

Option A) Grants that Support Planning Efforts: Applications for planning grants will be considered for communities where formalized efforts to develop partnerships to plan for and support aging in the community have not taken place or where such efforts are underway, but have not yet led to the completion of a formal plan. Applicants must propose a comprehensive planning and organizing effort, and demonstrate the ability to create a formal plan with strategies and timeframes for implementation. These grants will support direct expenses necessary to the planning process such as planning staff and/or consultants, outreach to the community, carrying out community organizing meetings and functions, creating a network of organizations to support aging in the community, which could include advisory council and/or steering committee development, as well as supporting communication throughout the network.

Option B) Grants that Support Implementation Efforts: Applications for implementation grants must demonstrate that a planning effort (as described in Option A) has been successfully carried out and that a formal plan — with specific strategies and timeframes for implementation — has been developed. This plan must be developed at the sole expense of the applicant; none of the planning expenses will be reimbursed by the State. While NYSOFA will not require that the plan be in a specific format, it should address areas such as:

- A study or analysis that details the current situation and defines the strategic issues and challenges to be addressed in making the community more supportive of aging in the community;

- A statement of mission and principles that sets forth the purpose of the aging in community initiative and core values;
- Vision, goal and objective statements. Typically, the vision statement would set forth an image of the desired future, the goals would include the desired end result(s) after three or more years and the objectives would be specific and measurable statements of end products;
- Action plans or detailed Work Plans that set forth who will do what to achieve the objectives and goals;
- Statements of how the process will be monitored to assure that there is accountability and that the plan stays “on track”; and
- Performance measures or statements of how results will be measured.

Funds must be utilized for implementing new services or strategies that meet the objectives in the community action plan or detailed work plan. Projects that have not fully completed the planning phase may not submit an application for an implementation grant until the planning phase has been successfully completed in its entirety.

Implementation grants may not be used to support existing services. Existing aging in place, aging in the community or aging friendly community programs are not eligible for funding to support services or projects that have already been implemented. However, these programs may apply for funding to initiate a new service activity or innovative strategy that meets the objectives of the completed community action plan. For example, if there is an “aging in place/liveable community” project in a community that has instituted a home modification and repair program, this home modification program is not eligible for funding under these grants. However, that “aging in place/liveable community” project may apply for funding to support a new transportation program that addresses the objective of providing rides for older individuals going to medical appointments.

Implementation grants will support direct expenses necessary to carry out the provision of services for locally developed solutions to barriers and challenges identified during the planning process. Direct expenses may include personnel, costs of volunteer recruitment, training and development, as well as other costs associated with providing service(s).

Activities that encourage the community to continue its participation in the process and facilitate the ongoing partnerships formed during the planning process are also fundable and encouraged.

2.2 TYPE AND AMOUNT OF AWARDS

Funding in the amount of $245,000 was made available in the 2008-09 New York State Budget. A maximum of eight (8) applicants will be selected with these funds. If there is new funding appropriated in the 2009-10 budget, there may be additional projects awarded as a result of this RFA.

As outlined in Section 2.1, proposals may be submitted for either planning or implementation grants. Applicants may apply for planning grants of up to $30,000 or implementation grants of up to $75,000. All awards will be made through contracts. These funds shall supplement and not supplant any existing public or private funding and cannot be used for major equipment acquisitions, facility alterations or renovations (defined as total expenditures of more than $3,000).

2.3 PROGRAM AND CONTRACT PERIODS

The initial program period is tentatively anticipated to commence on September 1, 2009 and run for 12 months (i.e., through August 31, 2010). All awards are contingent upon the availability of funds and the use of funds beyond March 31, 2010 is contingent upon the reappropriation of funds in the budget for New York State for fiscal year 2010-2011. Unless such reappropriation authority is provided, the State may only reimburse for expenditures incurred through March 31, 2010. Applicants should submit their applications based on this proposed one year program period. All awards are anticipated to be made on a one-time basis with no assurance of any future funding.

2.4 TIME TABLE

March 2, 2009	Release of Request for Applications
March 16, 2009	Last day to submit questions regarding RFA if they are to be discussed during the pre-proposal teleconference
March 23, 2009	Pre-proposal teleconference
April 6, 2009	Posting of teleconference questions and answers on NYSOFA website
May 1, 2009	Application package must be submitted (postmarked or hand-delivered) by this date - no electronic submissions will be accepted
June 12, 2009	Notification to successful applicants
August 15, 2009	Contracts fully executed
September 1, 2009	Program period commences
March 31, 2010	Interim program reports due
August 31, 2010	Program period ends
September 30, 2010	Final program reports due
November 30, 2010	Final claims due

Please note: <u>The State reserves the right to revise any of these dates, as necessary</u>.

2.5 PRE-PROPOSAL TELECONFERENCE/QUESTIONS CONCERNING THE RFA

A pre-proposal teleconference will be held on Monday, March 23, 2009 from 11:00 a.m. to 12:30 p.m. The intent of this teleconference is to answer questions and clarify any sections of the Request for Applications for prospective applicants or their representatives. The call in number is 1-800-779-2638 and the participant pass code is 7981186.

Applicants are strongly encouraged to submit written questions in advance. Questions should be sent to Donna DiCarlo at donna.dicarlo@ofa.state.ny.us or faxed to (518) 473-6565. If e-mail is used, “Community Empowerment RFA” must be included in the subject line. Written questions should be received no later than March 16, 2009. Each question should cite the particular RFA section to which it refers, if applicable.

During the first part of the teleconference, NYSOFA staff will summarize the written questions that were submitted and provide answers to those questions. During the time remaining, applicants will have an opportunity to pose additional questions or request any clarification that may be needed.

Only telephone calls related to the scheduled teleconference will be accepted; no other calls will be accepted. A summary of all questions and answers will be available on the NYSOFA website at http://www.aging.ny.gov/rfa.

From the issuance date until the selection of successful applicants, all contacts with NYSOFA concerning this RFA, except as otherwise specified herein, must be made through:

Donna DiCarlo, Program Coordinator
e-mail: Donna.DiCarlo@ofa.state.ny.us
Fax: (518) 473-6565

2.6 ADDENDUM TO RFA

The State reserves the right to amend the RFA by providing addenda to all prospective applicants who receive the initial RFA package.

2.7 SUBMISSION OF APPLICATION

The RFA can be found at http://www.aging.ny.gov/rfa where you may save and/or print the document for use in preparing an application. These documents **may not** be modified, except to provide the required responses. There are two different applications contained within this RFA (**Section 4**). Use Option A if you are applying for a planning grant. Use Option B if you are applying for an implementation grant.

A. In order to fully meet the application requirements, the following items must be submitted. **The items that are denoted with an asterisk (*) are required in order to be considered for funding. If any of these items are missing, the application will be rejected.**

- Application Requirements Checklist
- Application Cover Page*****
- Program Work Plan*****
- Budget*****
- For the following elements, no forms are provided. Please refer to Section 4.4 (Option A or B) for more detail on the specific information that is required.
    - ♦ Organizational annual operating budget*****
    - ♦ Letters of support from community partners*****
    - ♦ Organizational Chart
    - ♦ A community action plan or report **for implementation grants applications only*** (Option B)

B. The Workers Compensation Law requires that the State obtain evidence that all contracting organizations maintain the required Workers Compensation and Disability Benefits Insurance for their employees. Successful applicants will need to supply our Office with a copy of form C-105.2 Certificate of Workers' Compensation Insurance and a copy of form DB-120.1 Disability Benefits Insurance or a copy of form CE-200, Attestation of Exemption. These forms can be obtained from your insurance carrier. The name and address of NYSOFA must appear as the entity requesting proof of coverage (listed as the certificate holder) on form C-105.2 and DB-120.1. In addition, successful not-for-profit applicants will also be required to submit evidence of your 501(c) (3) designation by the Internal Revenue Service or your certificate of incorporation.

C. The following documents included in **Section Three** are a summary of the contract terms and conditions that your organization must abide by if your application is selected for funding. These documents may not be modified in any way. Please review the enclosed contracting forms thoroughly. In addition to the Budget and Program Work Plan that you submit, they will become part of the fully executed contract between the State and your organization:

- State of New York Agreement (Boilerplate)
- Standard Clauses for All New York State Contracts (Appendix A)
- Agency Specific Clauses (Appendix A-1)
- Program Specific Clauses (Appendix A-2)
- Payment and Reporting Schedule (Appendix C)

D. An application package bearing an original signature on the Cover Page and an additional four (4) copies of the application package must be submitted to Donna DiCarlo and **either postmarked or hand delivered by May 1, 2009.** Faxed and electronic copies are not acceptable.

In order to ensure that mailed application packages are received in a timely manner, applications should be submitted via the U.S. Postal Service or other carrier (e.g., FedEx, UPS) by the required date and must have an official postmark; private metered postmarks are not acceptable. It is recommended that certified or registered mail (return receipt requested) be used. **Application packages that are postmarked later than May 1, 2009 will not be considered, regardless of the reasons for the delay**. In addition, if an application package is submitted on or before May 1, 2009 but additional portions of the application package are submitted after May 1, 2009, only the portions of the application package submitted (i.e., postmarked or hand delivered) on or before May 1, 2009 will be considered.

E. Mail application packages to: Donna DiCarlo - Community Empowerment RFA
New York State Office for the Aging
PO Box 2041
Albany, NY 12220-0041

Note: Overnight mail delivery services cannot deliver applications to a post office box.

F. For hand delivered or express mail, use the following address:
ATTENTION: Donna DiCarlo
Community Empowerment RFA
New York State Office for the Aging
2 Empire State Plaza – 18th Floor
Albany, NY 12223-1251

2.8 ORAL PRESENTATIONS

The State reserves the right to require any applicant under final consideration to make an oral presentation on his/her application at this office in Albany.

2.9 REQUEST FOR SUPPLEMENTAL INFORMATION

During the evaluation period, applicants may be requested to present supplemental information to clarify any part of their application and submit non-material omitted information. Such information must be submitted in writing and will be included as a formal part of the applicant's application.

2.10 INCURRED COSTS

For proposals submitted for implementation grants, all prerequisite planning efforts must be developed at the sole expense of the applicant; these related expenses will not be reimbursed by the State. No costs incurred prior to the contract start date of September 1, 2009 will be reimbursed. The State will not be liable for any costs incurred by successful applicants prior to approval of a contract by the Office of the State Comptroller.

2.11 DISCLOSURE OF APPLICATION CONTENTS

Except to the extent permitted by law, applicants' applications will not be disclosed, other than for purposes of internal agency evaluation, prior to approval by the Office of the State Comptroller of the resulting contracts. All materials submitted become the property of the State and may be returned at the State's discretion. Submitted applications may be reviewed and evaluated by any person designated by the State, other than one associated with a competing applicant. The State reserves the right to use any and all ideas presented in any response to the RFA. Selection or rejection of an application does not affect this right. If an applicant believes that any information in their application constitutes a trade secret, they may request that such information not be disclosed if requested by a member of the public pursuant to the State Freedom of Information Law. In these instances, the applicant shall submit with its application a letter specifically identifying by page number, line, or other appropriate designation, that information which is a trade secret and explaining in detail why such information is a trade secret. Failure by an applicant to submit such a letter with its application identifying trade secrets shall constitute a waiver by the applicant of any rights it may have under Sections 87(2) and 89 of the Public Officers Law relating to protection of trade secrets.

2.12 CONTRACT INTEGRITY

The State shall make its determinations regarding the awarding of contracts solely on the merits of the applications, free from any improper lobbying influence.

The State prohibits the payment of any costs for outside lobbyists in the proposed contract price. Any application which includes in the contract price any payment for outside lobbyists shall result in the immediate exclusion of such application from further consideration.

A public notice for this grant solicitation has been issued; therefore, any contact concerning this RFA to other than designated staff by any employee, agent or consultant of an applicant (i.e., firms or individuals which submit an application) is prohibited, except as follows:

- In those instances where the contact is for the sole purpose of providing information to State personnel to assist them in understanding and assessing the qualities, characteristics or anticipated performance of a product or service offered by an applicant, the designated State contact person may contact or authorize other appropriate State staff to have contact with an applicant (i.e., those employees, agents or consultants of an applicant who are qualified by technical and professional training, education or experience to explain, demonstrate or clarify the characteristics and advantages of a product or service offered).

- After the evaluation of applications and selection of the contractors has been completed, appropriate contacts may be made between State staff and the successful applicants for the purpose of negotiating the terms of the contract.

As indicated in Section 2.5, the designated contact for the purposes of this RFA is Donna DiCarlo. Questions concerning the procurement lobbying policy or other issues related to contract integrity should be directed to Niels Hansen, Procurement Integrity Officer for the State Office for the Aging, at (518) 486-2716.

The submission of an application by an applicant constitutes their understanding of and agreement to comply with the State's policies relating to improper lobbying influence.

2.13 VENDOR RESPONSIBILITY

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

The following factors are considered in making a responsibility determination:

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

The State is required to conduct a review of a prospective contractor to provide reasonable assurances that the contractor is responsible. For all contracts exceeding $50,000, NYSOFA determines the responsiveness of the contractor and prepares a Vendor Responsibility Profile which is submitted to the State Comptroller's office for approval.

2.14 NOTIFICATION OF AWARD

After evaluation and selection of the successful applicants, all applicants will be notified, in writing, whether or not their application was selected for funding. Any press release issued by successful applicants pertaining to this program shall not be made without prior written approval by the State.

2.15 DEBRIEFINGS AND PROTESTS

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

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

2.16 APPLICATION MODIFICATION

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

2.17 REIMBURSEMENT

All claims for payment shall be submitted in accordance with procedures as set forth in the Payment and Reporting Schedule (Appendix C) of the application. Applicants selected for funding will be eligible for a 25 percent advance payment upon execution of a contract between the successful applicant and the State but not more than 30 days prior to the program period start date. Under no circumstances will any contract be valid and enforceable until approved by the State and the Office of the State Comptroller. All subsequent payments will be made on a reimbursement basis following expenditures for approved costs in accordance with the contract budget. Reimbursement vouchers must be submitted on at least a quarterly basis. The advance will be recouped against amounts due on reimbursement claims submitted during the latter part of the contract period. The final claim for payment must be submitted within ninety (90) days following the end of the contract period. For planning grants, payment of the final 25 percent of contract funds is contingent upon submission of an approvable community action plan.

2.18 REPORTING REQUIREMENTS

The successful applicants shall submit semi-annual program reports to the State as required (see Section 2.4, Time Table and Section 3.5, Payment and Reporting Schedule [Appendix C]). Data collection will be designed to monitor the contractor's performance and evaluate the effectiveness of the program.

2.19 REVIEW PROCESS AND SELECTION CRITERIA

Each proposal will be evaluated as follows:

- Program Design (60 points maximum) - elements to be considered include: overall strength and clarity of project design, collaborative elements and evidence of strong partnerships, innovative and unique aspects, evidence of project sustainability, capability and intent to reach vulnerable individuals.

- Organizational Capacity (20 points maximum) – elements to be considered include skills and experience in community organizing as well as planning or service implementation (depending upon type of grant requested) and availability of resources to successfully complete project.

- Cost Effectiveness (20 points maximum) –reasonableness of cost.

The selection process will also take into consideration population density in an effort to fund at least two programs in rural areas. The aging population in rural communities tends to face different challenges and needs, such as inadequate public transportation, and a limited social service infrastructure. **See Attachment A for a list of the counties or other designated areas that are considered rural for the purposes of this RFA**.

Upon completion of the evaluation process, contracts will be awarded to applicants in both rural and non-rural areas whose proposals meet all of the requirements and have obtained the highest composite score in the categories outlined above. Final selections will be approved by the Director of NYSOFA based upon recommendations from the review panel consisting of NYSOFA staff. The State reserves the right to reject any and all applications received in response to this RFA. The State has the right to request clarification and revisions as well as negotiate with any applicant with respect to the work plan or the financial terms of the award.

SECTION THREE - CONTRACT TERMS

3.1 STATE OF NEW YORK AGREEMENT (Boilerplate)

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

WITNESSETH:

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

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

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

I. <u>Conditions of Agreement</u>

A. This AGREEMENT may consist of successive periods (PERIOD) as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Work Plan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

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

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

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

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

3.2 STANDARD CLAUSES FOR NYS CONTRACTS

(Appendix A)

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

1. <u>EXECUTORY CLAUSE</u>. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. <u>NON-ASSIGNMENT CLAUSE</u>. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. <u>COMPTROLLER'S APPROVAL</u>. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6.a).

4. <u>WORKERS' COMPENSATION BENEFITS</u>. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. <u>NON-DISCRIMINATION REQUIREMENTS</u>. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. <u>WAGE AND HOURS PROVISIONS</u>. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. <u>NON-COLLUSIVE BIDDING CERTIFICATION</u>. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. <u>INTERNATIONAL BOYCOTT PROHIBITION</u>. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United

States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.
(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, 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; and

(c) the Contractor shall state, in all solicitations 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, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
http://www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

June, 2006

3.3 AGENCY SPECIFIC CLAUSES (APPENDIX A-1)

Please note that the order in which each part of this Appendix A-1 is set forth, corresponds directly to that of the State of New York Agreement. The provisions of this Appendix A-1 shall apply to all New York State Office for the Aging (NYSOFA) contracts unless expressly superseded by the corresponding provisions of Appendix A-2.

I. Conditions of Agreement

A. **Laws, Rules, Regulations:** The Contractor shall comply with any provisions of the Older Americans Act of 1965, as amended, determined applicable by the State, and all rules and regulations pertaining thereto promulgated by the Administration on Aging, United States Department of Health and Human Services, which are in effect or become effective during the term of this Agreement. The Contractor shall comply with all applicable New York State Laws, including the State Finance Law and Article II, Title I of the Elder Law, and with all applicable rules and regulations of the State and the Office of the State Comptroller which are in effect or become effective during the term of this Agreement.

B. **Charitable Organization Requirements:** The Contractor shall comply with the registration and reporting provisions required of charitable organizations by Section 8-1.4 of the Estates, Powers and Trusts Law (EPTL) and Article 7-A of the New York State Executive Law.

C. **Age Discrimination:** The Contractor shall comply with the Age Discrimination in Employment Act of 1967 (Pub. L. 90-202) (ADEA), as amended (29 U.S.C. § 621 *et seq.*), the Equal Pay Act of 1963 (Pub. L. 88-38) (EPA), as amended (29 U.S.C. § 206(d)) and the NYS Human Rights Law, Article 15 of the New York State Executive Law.

D. **Federal Non-Discrimination Statutes:** The Contractor shall comply with Titles VI and VII of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto, and all rules and regulations pertaining thereto promulgated by the United States Department of Health and Human Services which are in effect or become effective during the term of this Agreement. In addition to the above protections, the Contractor shall comply with Titles I, II and III of the Americans with Disabilities Act of 1990, and any amendment thereto, which protects qualified individuals with disabilities from discrimination in employment and provides access to public services. If reasonable accommodations are required for any older New Yorker (i.e., New Yorkers aged sixty {60} or older) with a disability desiring to participate in services funded under this Agreement, no fees can be charged to the participant for such accommodation.

E. **State Monitoring:** The Contractor shall comply with the program management and assessment requirements of the State, including but not limited to announced and unannounced on-site visits by State staff, disclosure of all program files and related fiscal records and development of a corrective action plan if required by the State in a program assessment report.

F. **Program Changes:** The Program Workplan (Appendix D) shall not be modified without approval from the State. If modification to the Program Workplan is necessary, the Contractor must submit a written request to the State and await State approval before implementing such changes.

G. **Budget Changes:** Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category must be submitted to OSC for approval.

H. **Subcontracts:** The Contractor may enter into subcontracts for the provision of the services described in the Program Workplan. All such subcontracts shall be written according to State and local standards and a copy of each executed subcontract shall be forwarded to the State prior to payment by the State for expenditures incurred under such subcontract. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this Agreement.

I. **Funding Source Recognition:** The Contractor agrees that any public information materials or other printed or published materials will give due recognition to the fact that the program is supported with State Funds and such recognition will be in a form prescribed by the State. Where the Contractor acknowledges the funding source for and/or assistance in acquiring equipment, the acknowledgment must give due recognition to the fact that the acquisition was made possible by a grant of State funds and such recognition will be in a form prescribed by the State.

J. **Aging Network Cooperation:** The Contractor shall work cooperatively with and consult with the Area Agencies on Aging in the region to be served by this Agreement.

K. **Community Cooperation:** The Contractor shall work cooperatively with public and private agencies, institutions, organizations, and associations within New York State and, where appropriate, with national organizations in the development of activities under this Agreement.

L. **Contract Personnel:** The Contractor shall assume responsibility for recruitment, retention, and/or dismissal of all personnel to be employed in the conduct of this Agreement. The Contractor shall ensure that the personnel hired are qualified to carry out the activities outlined in this Agreement.

M. **Supplement of Existing Funding:** The Contractor agrees that these funds shall be used to supplement, and not supplant, any existing public or private funding.

II. <u>Payment and Reporting</u>

There are currently no qualifications to the State of New York Agreement.

III. <u>Terminations</u>

A. **State's Rights:** Unless modified as provided herein, this contract shall begin and end in accordance with the period specified on the contract cover page that is part of this Agreement. The State shall have the right to terminate this contract early for: (i) unavailability of funds; (ii) cause; (iii) convenience; or (IV) non-responsibility.

B. **Procurement Lobbying:** For contracts in excess of fifteen thousand dollars which are subject to the provisions of State Finance Law §§139-k and 139-j, the State reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the Contractor.

C. **Notice:** The State retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least 60 days notice of its intent to cancel. The State may only invoke its right to terminate for convenience provided that the State has given written notice to the Contractor at least 60 days prior to the date of termination, except with respect to contracts that give the State a general right to terminate at any time. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing State agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

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

IV. <u>Indemnification</u>

A. **Claims or Lawsuits:** The Contractor, solely at its expense, shall defend any claim or suit which may be brought against the State for the infringement of United States patents, copyrights, or trademarks arising from the Contractor's or the State's use of any equipment, materials or information prepared, developed, or furnished by the Contractor in connection with the performance of this contract, and in any such suit shall satisfy any final judgment for such infringement. The State will give the Contractor written notice of such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. If principles of governmental or public law are involved, the State may participate in the defense of any action identified but no costs or expenses shall be incurred upon the account of the Contractor without the Contractor's written consent. If, in the Contractor's opinion, the equipment, materials, or information mentioned above is likely to or does become the subject of a claim of infringement of a United States patent, trademark, or copyright, then, without diminishing the Contractor's obligation to satisfy any final award, the Contractor may substitute other suitable equipment, materials and information, or at the Contractor's option and expense, obtain the right for the Contractor and the State to continue the use of such equipment, materials and information. If the Contractor wishes to use copyrighted, patented, or trademarked material it shall be responsible to obtain such rights to reproduction and use of the materials so that the State can use it in any way it deems necessary, including all rights to copy and reproduce such materials it sees fit. This will not be at any additional expense to the State beyond the amount of the contract.

V. Property

A. **Materials:** The Contractor agrees that all rights and title to any materials (manuals, tests, guides, audio or visual materials or devices) developed with funds under this Agreement shall become the property of the State. Reproduction, distribution, sale, release or other use of such material by the Contractor must be specifically requested in writing by the Contractor and must receive prior approval by the State.

B. **Equipment:** Equipment (those items having an acquisition cost of $1,000 or more per unit and a useful life of at least one year) purchased under this Agreement shall be the property of the Contractor and shall be used by the Contractor in the program for which it was acquired as long as needed, whether or not the Contractor continues to receive State funds. The State reserves the right to require the transfer of the equipment purchased under this Agreement if it is no longer needed in the program for which it was acquired.

C. **Equipment Use:** The Contractor understands and agrees that all equipment purchased by the Contractor and its subcontractors under this Agreement will only be used to benefit older New Yorkers. Further, the Contractor agrees that all such equipment will be used for non-sectarian purposes.

VI. Safeguards for Services and Confidentiality

A. **Serve All Older New Yorkers:** The Contractor shall utilize these State funds to provide services to any older New Yorker that may wish to avail themselves of the service, subject to the availability of funding. This does not preclude a contractor from establishing uniformly applied, non-discriminatory service eligibility criteria or prioritizing the provision of services based on a standardized determination of older New Yorkers' needs, subject to the State's approval.

B. **Non-Partisan Programs and Services:** The Contractor shall:
1) assure equal access for participation, services, activities and informational sessions without regard to race, color, religion, disability, sex, national origin, partisan affiliation or sexual orientation;
2) prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for public office;
3) assure there is no coercion nor advice to other persons to contribute anything of value to a party, committee, organization, agency, or person for political purposes, nor engage in any other partisan activities.

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

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

January, 2009

3.4 PROGRAM SPECIFIC CLAUSES

COMMUNITY EMPOWERMENT PROGRAM FOR AGING IN THE COMMUNITY
APPENDIX A-2

I. Conditions of Agreement

A. The Contractor shall use these funds to plan or implement a Community Empowerment program that will enable older adults to age in the community and live in their home of choice for as long as possible.

B. The Contractor agrees to develop its Community Empowerment program in such a way that actively engages residents, local businesses, government and other partners in the community to identify and prioritize unmet needs of its older residents and develop or implement a community action plan to meet those needs.

C. The Contractor shall comply with all policies and procedures of the State, which are now in effect or become effective during the term of this Agreement.

II. Payment and Reporting

A. In the absence of new legislative authorization for the use of these State funds for the purpose described in this Agreement, the State may only be authorized to reimburse claims submitted for payment for approved expenses incurred up to and including March 31, 2010.

B. In the event that new legislative authorization permits the use of these State funds in subsequent State fiscal year(s), the State is authorized to disburse payment for vouchered claims for approved expenses incurred by the ending date of the fiscal year for which such authorization is received.

C. The Contractor understands and agrees that all payments to be made hereunder are subject to the availability of State funds and, the State shall have no liability to the Contractor beyond the amounts made available under the respective State Budget.

3.5 PAYMENT AND REPORTING SCHEDULE

COMMUNITY EMPOWERMENT PROGRAM FOR AGING IN THE COMMUNITY
APPENDIX C

A. The Contractor shall submit appropriate State Vouchers for reimbursement of expenses incurred in the conduct of this Agreement on a quarterly basis in such form as required by the State and with the necessary documentation as specified in the Community Empowerment Program Vouchering Procedure. The Contractor may request an advance not to exceed 25% of the State funds awarded.

B. The Contractor shall submit an annual final voucher for expenses incurred under this Agreement to the State within 90 days after the end of the applicable program period.

State Vouchers must be submitted to:

New York State Office for the Aging
Attention: Bureau of Fiscal Operations – 3rd Floor
2 Empire State Plaza
Albany, NY 12223-1251

C. If the Contractor is a not-for-profit organization, then subject to the submission of a properly completed advance voucher, the advance will be paid within 30 days of the starting date of this Agreement. If it is necessary for the State to suspend the Prompt Contracting Law time frames, under the circumstances provided for in that statute, this payment date will be adjusted accordingly.

D. The Contractor shall submit program reports every six months as prescribed by the State. A final report is due no later than 30 days after the end of the program period. For Contractors awarded planning grants, a community action plan must also be submitted and approved by the State. The final 25% of funds will not be paid until an approvable program report and community action plan (if applicable) have been received.

Program reports and community action plans should be submitted to:

Donna DiCarlo
Division of Community Services – 18th Floor
New York State Office for the Aging
2 Empire State Plaza
Albany, NY 12223-1251

SECTION FOUR - APPLICATION INSTRUCTIONS AND FORMS

4.1 General Instructions for Completing the Application

- There are 2 different applications provided in this RFA:

  - If your organization is requesting a planning grant, complete Option A only.

  - If you are requesting an implementation grant, complete Option B only.

- A fill-in form has not been provided for the Program Work Plan section of the application. Please answer all questions on separate pages of paper using the following format:

  - Title the 1st page "Program Work Plan".

  - Type the name of your organization in the upper left hand corner of each page of the Program Work Plan.

  - When preparing the work plan, please use a 10-12 point font size, single spaced.

  - Number each page of the Program Work Plan.

  - Repeat **in bold** each question including its number and letter (as appropriate) before you provide a response.

  - Provide a complete, concise response to each question.

  - Do not provide information that is not requested.

4.2 APPLICATION REQUIREMENTS CHECKLIST

The checklist below identifies the items that must be included in your application submission in order to fully meet the application requirements.

Please check each item to ensure your submission is complete and include a copy of the completed checklist in your application package. The components of your submission should be ordered in the same sequence as the items listed below.

◇ I have checked my application package (one [1] completed original package and four [4] copies of completed package) to ensure that it includes:

	Option A Planning Grant	or	Option B Implementation Grant
1. Completed Application Requirements Checklist	☐		☐
2. Application Cover Page with Original Signature	☐		☐
3. Program Work Plan	☐		☐
4. Budget	☐		☐
5. Organizational Chart	☐		☐
6. Organization's Annual Operating Budget	☐		☐
7. Letters of Support from Community Partners	☐		☐
8. Community Action Plan or Report	N/A		☐

4.3.A Planning Grant Application Cover Page - (Option A)

COMMUNITY EMPOWERMENT FOR AGING IN THE COMMUNITY
PLANNING GRANT APPLICATION September 1, 2009 – August 31, 2010

Applicant Organization (Lead):____

Address:____

City/State:_______________________________ Zip Code:___________________

Organization Type (Check all that apply):

☐ Local Government* ☐ Incorporated Not-for-profit* **(1 of these 2 must be checked)**

☐ Sectarian Entity ☐ Non-Sectarian Entity ☐ Minority Operated ☐ Woman Operated

If the organization is a not-for-profit organization, list your 6-digit Charities Registration No.: _____________

Are the Charities Registration filings with the Department of State up-to-date? ☐ Yes ☐ No

Program Director (Print) ____ Phone: __________________

E-Mail: _______________________________________ Fax: __________________________________

Provide the county and specific geographic area where the project will be conducted:

Is the county or township where the project will be conducted designated rural (see Attachment A for a list of these areas)?

☐ Yes ☐ No

Amount of State Funds Requested (Note: Maximum of $30,000): $

Name: (Type or Print) ______________________________________ Phone: _______________________

(Signature) ____ Fax: ________________________

E-Mail: ____

Title: ____ Date: ________________________

Original signature of person authorized to enter into agreement with the New York State Office for the Aging. The applicant organization agrees to comply with all State and Federal laws as well as the contract terms which are included as part of this RFA.

4.4.A PLANNING GRANT PROGRAM WORK PLAN (Option A)

Grants that Support Planning Efforts: Applications for planning grants will be for communities where formalized efforts to develop partnerships to plan for and support aging in the community or an aging friendly/livable community have not been completed. Applicants must propose a comprehensive planning and organizing effort, and demonstrate the ability to create a formal plan with strategies and timeframes for implementation. These grants will support direct expenses necessary to the planning process such as personnel and/or consultants, outreach to the community, carrying out community organizing meetings and functions, creating a network of organizations to support aging in the community, and steering committee development.

A) ORGANIZATIONAL CAPACITY (up to 4 pages) – please provide the following information for the applicant organization.

1. Describe your organization's mission and purpose.

2. Briefly describe your organization's experiences in planning and community organizing relevant to this application. What were your roles? How were the plans used and implemented? Were your goals accomplished?

3. Describe your organization's skills and experience in serving the geographic area and populations being targeted through this proposal.

4. Describe your organization's capabilities and resources to ensure timely start-up and implementation of the planning activities.

5. Provide an organizational chart that shows the location of the proposed project within your organization and identify the person who will have lead responsibility for coordinating or directing the proposed effort.

6. Provide a copy of your organization's total annual budget that clearly delineates government funding (e.g., Federal, State, County, Municipal, Tribal), as well as private grants and fundraising revenue.

B) PROGRAM DESIGN (up to 8 pages)

1. Project Catchment Area - Identify the catchment area (e.g., region, neighborhood, town, county, etc.) for the project and the population being targeted.

2. Identify if Rural Project - Will the planning process reach out to and address the needs of rural older adults? (See Attachment A for information on which geographic areas are considered rural under this grant program.) If so, describe how.

3. Targeting Underserved Populations - State whether the planning process targets older individuals from economically disadvantaged and/or diverse cultural or other backgrounds (including race, national origin, limited English proficiency, immigrant populations, sexual orientation/identity and individuals with physical and/or mental disabilities) and if so identify the population(s) to be served. Explain why this population is being chosen as a target of the grant proposal.

4. Planning Process - Describe in detail the proposed planning process that you will undertake with this grant funding, including who will be involved, types of meetings and/or focus groups, surveys, needs assessments, etc. for the one year contract period and a proposed timeline for completion of the planning process and final report. Explain how you will organize the effort, create a shared vision, identify current needs, problems or solutions pertaining to aging in place in your community and decide on project goals and objectives.

5 Partnerships - Describe efforts that will be taken to partner with local and regional not-for-profit groups, governmental entities, aging services organizations (e.g., areas agencies on aging, NY Connects: *Choices for Long Term Care* programs), educational institutions, community associations and faith-based organizations to implement the strategies developed to create and sustain aging in the community. What will each of these partners be expected to contribute towards your project development?

6. Letters of Support - Provide letters of support that speak directly to what each partner will provide and how it will enrich your project. These letters should confirm the partner's support for the project and describe the nature of the partnership and the kind of support that will be provided.

7. Project Steering Committee - Funded projects must have a steering committee to guide the planning process. Describe who will comprise the committee and how it will function. What efforts will be taken to ensure that the community residents, older adults and caregivers in the project catchment area will have the opportunity to provide feedback and guidance on planning for aging in the community?

8. Unique Project Aspects - Describe any aspects of the proposed approach to planning an aging in the community project which the applicant believes are non-traditional, unique or innovative.

9. Sustainability - Identify other resources (public or private) available to help fund this effort both during the contract period and implement the strategies developed after the grant funds lapse. Will the project be supported by the sponsoring organization and/or its partners? Will a marketing or fundraising plan be developed to implement the strategies identified?

10. Monitoring and Evaluation - Describe your plans for monitoring and evaluating your proposed project including the impact the project will have on targeted populations. Describe the tools and methods that you will use to demonstrate progress. Include information about how community partners and older individuals living in the catchment area will provide feedback on performance.

4.5.A PLANNING GRANT BUDGET (Option A)

Expense Category	Amount Chargeable to Contract	Total Amount
1. Personnel: Provide name, title & annual salary or hourly rate	$	
	$	
	$	
	$	
	$	
Subtotal		$
2. Fringe Benefits: List each item and a total of all fringe benefits		
Subtotal		$
3. Consultants/Subcontractors: Provide name (if known), description of service and unit cost (e.g., hourly) or total job cost, whichever is applicable		
	$	
	$	
	$	
Subtotal		$
4. Equipment/Maintenance & Operations (M&O): List all items and include the unit cost for any equipment. Specify if equipment will be leased. M & O includes rent, utilities, telephone, postage, etc.		
	$	
	$	
	$	
Subtotal		$
5. Other Expenses (Travel, insurance, or any item that can't be included above.) Provide a description of each item of expense.		
	$	
	$	
	$	
	$	
Subtotal		$
6. Total Budget		$

4.3.B Implementation Grant Application Cover Page - (Option B)

COMMUNITY EMPOWERMENT FOR AGING IN THE COMMUNITY
IMPLEMENTATION GRANT APPLICATION (Option B)
September 1, 2009 – August 31, 2010

Applicant Organization (Lead):____

Address:____

City/State:______________________________ Zip Code:______________

Organization Type (Check all that apply):

☐ Local Government* ☐ Incorporated Not-for-profit* **(1 of these 2 must be checked)**

☐ Sectarian Entity ☐ Non-Sectarian Entity ☐ Minority Operated ☐ Woman Operated

If the organization is a not-for-profit organization, list your 6-digit Charities Registration No.: ____________

Are the Charities Registration filings with the Department of State up-to-date? ☐ Yes ☐ No

Program Director (Print) ____________________________________ Phone: ________________

E-Mail: ___________________________________ Fax: ______________________________

Provide the county and specific geographic area where the project will be conducted:

Is the county or township where the project will be conducted designated rural (see Attachment A for a list of these areas)?

☐ Yes ☐ No

Amount of State Funds Requested (Note: Maximum of $75,000): $

Name: (Type or Print) __________________________________ Phone: _____________________

(Signature) ____ Fax: ______________________

E-Mail: ____

Title: ____ Date: ______________________

Original signature of person authorized to enter into agreement with the New York State Office for the Aging. The applicant organization agrees to comply with all State and Federal laws as well as the contract terms which are included as part of this RFA.

4.4.B IMPLEMENTATION GRANT PROGRAM WORK PLAN (Option B)

Grants that Support Implementation Efforts: Applications for implementation grants must demonstrate that a successful planning effort has already been carried out and that a formal community action plan or a written report of planning activities undertaken with other partners in the community—with specific strategies and timeframes for implementation—has been developed. This plan must be developed at the sole expense of the applicant; none of the planning expenses will be reimbursed by the State. Implementation grants will support direct expenses necessary to carry out one or more of the strategies such as personnel and other costs associated with the provision of services for locally developed solutions to barriers and challenges identified during the planning process. Activities that encourage the community to continue its participation in the process and that facilitate the ongoing partnerships formed during the planning process are also fundable and encouraged.

A) ORGANIZATIONAL CAPACITY (up to 4 pages) – please provide the following information for the applicant organization.

1. Describe your organization's mission and purpose.

2. Briefly describe your organization's experiences in providing services relevant to this application. What were your roles?

3. Describe your organization's skills and experience in serving the geographic area and populations being targeted through this proposal.

4. Describe your organization's capabilities and resources to ensure timely start-up and implementation of the planned activities.

5. Provide an organizational chart that shows the location of the proposed project within your organization and identify the person who will have lead responsibility for coordinating or directing the proposed effort.

6. Provide a copy of your organization's total annual budget that clearly delineates government funding (e.g., Federal, State, County, Municipal, Tribal), as well as private grants and fundraising revenue.

B) PROGRAM DESIGN (up to 8 pages)

1. Project Catchment Area - Identify the catchment area for the project (e.g., region, neighborhood, town, county, etc.) and the population being targeted.

2. Identify if Rural Project - Will the project reach out to and address the needs of rural older adults? (See Attachment A for information on which geographic areas are considered rural under this grant program.) If so, describe how.

3. Targeting Underserved Populations - State whether the project targets older individuals from economically disadvantaged and/or diverse cultural or other backgrounds (including race, national origin, limited English proficiency, immigrant populations, sexual orientation/identity and individuals with physical and/or mental disabilities) and if so identify the population(s) to be served. Explain why this population is being chosen as a target of the grant proposal.

4. Statement of Vision and Goals - Provide a clear statement of the vision and goals for your proposed project. Explain how this project will help older persons to age in the community.

5. Planning Process - Describe the planning process that was undertaken. Identify participants: the organizations and stakeholders, coalitions or collaborative efforts as well as individual participants, such as community residents, older adults and caregivers and describe their role in the process.

6. Community Action Plan or Report - Submit a copy of the written plan or report that resulted from the planning process that your organization and its partners have completed. The plan or report should include a description of the issues and challenges identified in your community, including the barriers to aging in the community. It should also describe your specific goals and objectives that will make your community more age friendly, including an explanation of the strategies developed to address the barriers to aging in the community that you have identified.

7. Implementation Activities and Anticipated Outcomes - Describe in detail the proposed activities that will be provided with these grant funds. For each service that is provided, estimate the total unduplicated older adults to be served. Explain how these activities will address the barriers to aging in the community that you have identified within your community and the rationale for the selection of these particular services. Include the specific deliverables or milestones that will be achieved for the one year contract period, how and by whom they will be achieved and a proposed timeline showing when the deliverables will be met. Identify the administrative structure, personnel and responsibilities. Include the program activities, strategies, collaborations, and anticipated outcomes.

8. Partnerships - Describe efforts that have been taken to partner with local and regional not-for-profit groups, governmental entities, aging services organizations (e.g., areas agencies on aging, NY Connects: *Choices for Long Term Care* programs), educational institutions, community associations and faith-based organizations to create and sustain aging in the community. What will each of these partners be expected to contribute towards your project development?

9. Letters of Support - Provide letters of support that speak directly to what each partner will provide and how it will enrich your project. These letters should confirm the partners support for the project and describe the nature of the partnership and the kind of support that will be provided.

10. Unique Project Aspects - Describe any aspects of the proposed project for implementing aging in the community which the applicant believes are non-traditional, unique or innovative.

11. Sustainability - Identify other resources (public or private) available to help fund this effort both during the contract period and implement the strategies developed after the grant funds lapse. How will the project be supported by the sponsoring organization and/or its partners? Will a marketing or fundraising plan be developed? Describe any copayments or cost sharing that will be required or requested in order to help defray the cost of services.

12. Monitoring and Evaluation - Describe your plans for monitoring and evaluating your proposed project including the impact the project will have on targeted populations. Describe the tools and methods that you will use to demonstrate progress. Include information about how community partners and older individuals living in the catchment area will provide feedback on performance.

4.5.B IMPLEMENTATION GRANT BUDGET (Option B)

Expense Category	Amount Chargeable to Contract	Total Amount
1. Personnel: Provide name, title & annual salary or hourly rate	$	
	$	
	$	
	$	
Subtotal		$
2. Fringe Benefits: List each item and a total of all fringe benefits		
Subtotal		$
3. Consultants/Subcontractors: Provide name (if known), description of service and unit cost (e.g., hourly) or total job cost, whichever is applicable		
	$	
	$	
	$	
Subtotal		$
4. Equipment/Maintenance & Operations (M&O): List all items and include the unit cost for any equipment. Specify if equipment will be leased. M & O includes rent, utilities, telephone, postage, etc.		
	$	
	$	
	$	
Subtotal		$
5. Other Expenses (Travel, insurance, or any item that can't be included above.) Provide a description of each item of expense.		
	$	
	$	
	$	
	$	
Subtotal		$
6. Total Budget		$
7. Less Program Income		$
8. Total Contract Amount		$

ATTACHMENT A

AREAS ELIGIBLE TO APPLY AS RURAL COMMUNITIES

Counties and additional townships designated by NYS Executive Law, Article 19F, Sect. 481.7 as rural

Designated Rural Counties:

1	Allegany	16	Hamilton	31	Schuyler
2	Cattaraugus	17	Herkimer	32	Seneca
3	Cayuga	18	Jefferson	33	St. Lawrence
4	Chautauqua	19	Lewis	34	Steuben
5	Chemung	20	Livingston	35	Sullivan
6	Chenango	21	Madison	36	Tioga
7	Clinton	22	Montgomery	37	Tompkins
8	Columbia	23	Ontario	38	Ulster
9	Cortland	24	Orleans	39	Warren
10	Delaware	25	Oswego	40	Washington
11	Essex	26	Otsego	41	Wayne
12	Franklin	27	Putnam	42	Wyoming
13	Fulton	28	Rensselaer	43	Yates
14	Genesee	29	Schenectady		
15	Greene	30	Schoharie		

Designated Townships in designated non-Rural Counties

1	New Scotland town	Albany County
2	Knox town	Albany County
3	Westerlo town	Albany County
4	Berne town	Albany County
5	Rensselaerville town	Albany County
6	Maine town	Broome County
7	Triangle town	Broome County
8	Nanticoke town	Broome County
9	Windsor town	Broome County
10	Colesville town	Broome County
11	Barker town	Broome County
12	Lisle town	Broome County
13	Sanford town	Broome County
14	Milan town	Dutchess County
15	Union Vale town	Dutchess County
16	Clinton town	Dutchess County

17	Amenia town	Dutchess County
18	Pine Plains town	Dutchess County
19	Washington town	Dutchess County
20	Stanford town	Dutchess County
21	North East town	Dutchess County
22	Concord town	Erie County
23	Holland town	Erie County
24	Colden town	Erie County
25	Wales town	Erie County
26	Cattaraugus Reservation	Erie County
27	North Collins town	Erie County
28	Brant town	Erie County
29	Sardinia town	Erie County
30	Tonawanda Reservation	Erie County
31	Rush town	Monroe County
32	Cambria town	Niagara County
33	Tuscarora Reservation	Niagara County
34	Wilson town	Niagara County
35	Royalton town	Niagara County
36	Hartland town	Niagara County
37	Somerset town	Niagara County
38	Tonawanda Reservation	Niagara County
39	Paris town	Oneida County
40	Westmoreland town	Oneida County
41	Vernon town	Oneida County
42	Deerfield town	Oneida County
43	Floyd town	Oneida County
44	Trenton town	Oneida County
45	Vienna town	Oneida County
46	Camden town	Oneida County
47	Verona town	Oneida County
48	Sangerfield town	Oneida County
49	Augusta town	Oneida County
50	Bridgewater town	Oneida County
51	Marshall town	Oneida County
52	Boonville town	Oneida County
53	Remsen town	Oneida County
54	Annsville town	Oneida County
55	Western town	Oneida County
56	Steuben town	Oneida County
57	Forestport town	Oneida County
58	Florence town	Oneida County
59	Ava town	Oneida County

60	LaFayette town	Onondaga County
61	Tully town	Onondaga County
62	Pompey town	Onondaga County
63	Otisco town	Onondaga County
64	Spafford town	Onondaga County
65	Fabius town	Onondaga County
66	Greenville town	Orange County
67	Deerpark town	Orange County
68	Tuxedo town	Orange County
69	Northumberland town	Saratoga County
70	Saratoga town	Saratoga County
71	Charlton town	Saratoga County
72	Greenfield town	Saratoga County
73	Corinth town	Saratoga County
74	Galway town	Saratoga County
75	Hadley town	Saratoga County
76	Providence town	Saratoga County
77	Edinburg town	Saratoga County
78	Day town	Saratoga County

NOTE: Applicants applying as rural projects that will serve an area or areas listed on Attachment A may also serve contiguous areas (neighborhood, villages, or townships) that are sparsely populated that are not on the list as long as they provide an explanation of why they are taking this regional approach.

ATTACHMENT B

ANNOTATED BIBLIOGRAPHY
FOR AGE-FRIENDLY COMMUNITIES AND COMMUNITY EMPOWERMENT

AARP (2008). Rate your home: Special needs checklist for home design. Policies & Research for Professionals in Aging. Retrieved on 7/11/08 from: http://www.aarp.org/families/home_design/rate_home/a2004-03-23-special_needs.html

This article features a useful "yes" and "no" answer universal design checklist that can be completed online. Universal design is applicable to anyone who faces physical challenges. Questions relate to poor strength in hands and arms; balance and coordination problems; trouble walking and climbing stairs; using a wheelchair; limited standing; reach; vision; and lastly hearing impairment. Links are provided to help with information on modifying your home.

Aging Futures Partnership (2004). Aging futures …older adults living well as they define it: Strategic Plan. Retrieved on 7/14/08 from: http://www.agingfutures.org/agingfutures/pdfs/AgingFuturesStrategicPlan2004.pdf

This publication is a strategic plan developed as a part of the Aging Futures Project of Broome County. Through a community planning process, older adults and service providers in Broome County identified ten priority concerns that affect their ability to remain independent. The issues are: Caregiver Support through Transitions; Managing Chronic Illness; Staying Socially Connected; Understanding and Accessing Services; Home Repair and Modification; Finding Affordable and Appropriate Housing; Legal and Financial Planning; Maintaining Health and Wellness; Mental Health; and Transportation. This comprehensive website details ways to empower seniors. It encompasses a myriad of ideas for services and engaging seniors in a fulfilling life by offering a wide range of opportunities including innovative programs. Their goal is the integration of organizational and financial sustainability. Systemic change is achieved by empowering members to assume responsibility and share the fruits of their labor. Lastly, an extensive list of partnerships is included. The project was funded by the Community Partnerships for Older Adults Initiative of The Robert Wood Johnson Foundation.

Australian Local Government Association (2006). Age-friendly built environments: Opportunities for local government. Retrieved on 6/24/08 from: http://www.alga.asn.au/policy/healthAgeing/ageing/resources/publications/Agefriendly_built_environment paper.pdf

This Australian publication covers many facets of age-friendly communities, including the role of local government in raising awareness, coordinating decision making, and fostering collaboration. Other topics areas such as community planning and design; transportation; housing infrastructure; and partnerships with local communities are also discussed. The information is valuable and can be utilized as a resource in developing age-friendly communities within the United States.

Bartle, P., PhD (2007). Community empowerment immobilizer's training modules. Retrieved on 6/9/08 from: http://www.scn.org/cmp/. Victoria, BC: Camosun Imaging

This comprehensive Community Empowerment website is an international "cafeteria-style" collection of training materials for low-income communities with the goal to overcome poverty. Translations are available in 9 languages. Although it is not age-specific, these principles and methods could help develop age-friendly communities. It is geared for the community field worker and it is also low tech. Short documents can be printed out. (Although the author holds a copyright, the material is free as long as it is not plagiarized). Over four hundred training documents, on a wide range of topics, can be easily accessed and understood by grass-roots workers. It also serves as a great reference for experienced field workers. The article gives advice in how to organize community, community groups and organizations, along with management training methods to strengthen them. Examples of modules are: Introduction to the Site/How to Use It, What Is Community?, A Sociological Perspective, Community Empowerment: making Neighborhoods Stronger, A Mobilization Cycle Outline that can be modified for varying situations includes dealing with local leaders and Government officials, and public meetings of target communities (which is also available on Power Point), Useful and Interesting Links – an aid workers network where one can post questions and share with the community. Guidelines for grant applications are given, but no project funds are provided.

Beacon Hill Village. (2001). Retrieved on 7/1/08 from: www.beaconhillvillage.org

The Beacon Hill Village is an organization that began in 2001 to help persons age 50 plus age in place. A membership fee is charged for residents to have access to social/cultural activities, household and home maintenance, medical care and assisted living at home. This website provides information on the program and services, and has created a publication, The Village Concept: A Founder's Manual, available for purchase to assist in duplicating the village concept. A Conference DVD and Workbook are also available.

Carliner, S. (2002). Resources for volunteer leaders of community organizations. Retrieved on 7/8/08 from: http://saulcarliner.home.att.net/leadership/index.html

This site has tips, worksheets, and resources for volunteer leaders. Subjects include ideas for board and committee members; membership managers; newsletters editors; publicity managers; treasurers and volunteer managers. A PowerPoint slideshow is also included.

Drier, P. (1996). Community empowerment strategies: the limits and potential of community organizing urban neighborhoods. Cityscape: A Journal of Policy Development and Research. 2(2): 121-151. US Dept of Housing and Urban Development-Office of Policy Development and Research.

Although not targeted to the senior population, this article identifies common issues facing community empowerment. The authors state that the major obstacle to community empowerment is the lack of training in leadership and organizational capacity building. An example of tenant empowerment with the Granite Properties in Boston is detailed. After much negotiation, and with the help of public and private agencies, they prevented the auction of 2,000 units among 60 buildings. In 1986, HUD sold these properties to 8 Community Development Corporations (CDC's). HUD paid for repairs, but sustaining the properties has been problematic.

Feldman, P.H. & Oberlink, M.R. (2003). The advantage initiative: Developing community indicators to promote the health and well-being of older people. Family Community Health. 26(4):268-274. Retrieved April 9, 2008, from Academic Search Premier database.

As the number of older adults "aging in place" increases, communities face challenges as well as opportunities to address the needs of this population and create "elder- friendly" communities. A qualitative research was conducted for the AdvantAge Initiative, a project of the Center for Home Care Policy and Research, to introduce the development of a model of an elder friendly community, and a set of objective measures or indicators of elder friendliness. Local communities can use these indicators to estimate their readiness, and to help plan action steps to increase their capacity to support the health and well-being of seniors. A total of 14 focus groups were conducted in four geographical locations;

Chicago, Ill; Allentown, PA; Asheville, NC; and Long Beach, CA. At each location, the focus groups included three to four specific population groups: older-old (ages 75+), younger –old (60-74), younger (35-59), and community leaders. Focus group participants indicated that they wanted to remain active and engaged in their communities as they age. Participants identified five factors as being necessary of successful aging in place: financial security; health and health care; social connections; housing and supportive services; and, transportation and safety. The categories were organized into four domains; address basic needs, optimizes physical and mental health well-being, maximizes independence for the rail and disabled, and promotes social and civic engagement. Each one of these domains contained indicators that are essential elements of an elder-friendly community.

Guengerich, T. (2008). 2007 Westchester County, New York livable communities fact sheet, annotation, and methodology. AARP Knowledge Management. AARP Policy and Research for Professionals in Aging. Retrieved on 6/30/08 from: http://www.aarp.org/research/housing-mobility/indliving/ny_communities_08.html

This 30 page research report is the result of a telephone survey of 800 residents ages 50 and over of Westchester County, NY. Questions focused on residents who lived there an average of 30 years and desired to age in place. They were asked about the satisfaction with their community. Nineteen percent said their homes needed major repair or modification. Only three in ten people utilized public transportation. Fact sheets highlight what was or was not perceived as a problem by the residents. Fifteen percent favored more affordable housing. Results of the 43 questions and methodology used are included.

Kihl, M., Brennan, D., Gabhawala, N. List, J., & Mittal, P. (2005). Livable communities: An evaluation guide. Arizona State University-Herberger Center for Design Excellence. AARP Public Policy Institute. Retrieved on 6/20/08 from: http://www.aarp.org/research/housing-mobility/indliving/d18311_communities.html

This report is the result of on-line survey participants in the October 2002 livable community focus groups. Affordable and appropriate housing, adequate mobility options, supportive community features, and services all facilitate community engagement and independence. Volunteers organized these focus groups in each of 14 different communities, ensuring a broad representation of older adults' interest in their communities. Detailed information was gathered on conducting surveys including repeatable surveys for various components of age-friendly communities: transportation; walk-ability; safety and security; shopping; housing; health services; recreational and cultural activities and caring community.

Kochera, A, and Bright, K. (2006). Livable communities for older people. Generations. 29 (4), 32-36. http://www.generationsjournal.org/

This is a review of an AARP detailed study involving 1000 people age 50 and older. Those who felt isolated tended to view their home as inadequate for aging. They generally didn't know many neighbors and were less likely to want to remain in their current homes as they aged. Those who felt their homes were adequate for aging desired to age in place. Another issue the authors explore is what people need to age in place (i.e. lifts, pull down cupboards, accessible countertops, and doorway widths). However, the article does not address who will pay for the cost of the modifications.

MetLife Foundation. (2007). A blueprint for action: Developing a livable community for all ages. National Association of Area Agencies on Aging and Partners for Livable Communities. Retrieved on 7/23/08 from: www.n4a.org and www.livable.com

Although similar in many ways to existing publications for livable communities, some special features are included: "How to Use Icons: listing facts, best practices, key challenges and action steps. Side articles are inserted that highlight examples of strategies already in place. This guide can be used as a quick reference kit for those who are looking for tools and best practices. Several charts throughout the publication make it easy to read and utilize for the general public. Community based experiences and challenges serve as examples of real solutions. A comprehensive list of resources and their websites are included.

Michigan Certified Elder Friendly Communities-Otsego County. (2005). Michigan Vital Aging Think Tank (supported by MSU Extension) and Michigan Commission on Services to the Aging. Retrieved on 7/10/08 from: http://www.otsego.org/efc/index.htm

This website is a project of Michigan Vital Aging Think Tank and Michigan Commission on Services to the Aging. It defines an Elder Friendly Community, describes their certification process, and gives links to related articles. Two assessment tools are available to help build these communities: "Communities for a Life Time" whose application includes ten basic questioning categories, and "Community for a Life Time Toolkit" which includes resources and best practices.

National Council on Disability (2004). Livable communities for adults with disabilities. Retrieved on 7/16/08 from: http://www.ncd.gov/newsroom/publications/2004/pdf/livablecommunities.pdf

It is important to integrate older and disabled individuals into the community, especially those seniors coping with sensory disability involving sight or hearing. This study suggests that the disability community and aging network need to collaborate. Bringing resources to the people is a good way to address those who have difficulty going outside their home. This framework aligns with those of elder-friendly communities. People with disabilities feel more isolated and many experience difficulty leaving their homes. Highlights of several communities are illustrated. They have all made strides, but none have overcome all the barriers.

Oberlink, M. R. (April 2008). Independent living in brief: opportunities for creating livable communities. AARP Policy and Research for Professionals in Aging. Retrieved on 6/24/08 from: http://www.aarp.org/research/housing-mobility/indliving/2008_02_communities.html

This is a short summary report outlining ways to holistically address the challenges of livable communities such as zoning, transportation, and land use. It includes a chart of Components of Livable Communities and their Common Barriers.

Oberlink, M.R. (2008). Opportunities for creating livable communities. AARP Public Policy Institute. Retrieved on 6/25/08 from: http://www.aarp.org/research/housing-mobility/indliving/2008_02_communities.html

The author offers a detailed outline of recommendations for making communities livable. They require multi-faceted local planning and decision-making. Areas include: housing policy; road design; land development; and zoning. The goal of this report is to provide the framework for planners, policymakers, regulators, and community advocates to understand how these barriers affect older adults. It can also spark new ideas to make their community age-friendly. Pictures of modifications of land use and building codes are featured. Changes in the zoning laws enable extra apartments in homes to provide needed income for seniors.

Public Health Agency of Canada. (2007). Age-friendly rural and remote communities: A guide. Retrieved on 6/10/08 from: http://www.phac-aspc.gc.ca/seniors-aines/pubs/age_friendly_rural/index_e.htm

This Canadian report focuses on several factors that impact the older population including; population aging experience, degree of remoteness, economic status (agricultural based, tourism) and ethnic diversity. Findings were based on ten communities in 8 provinces. It discusses the importance of preventing social isolation, qualities of an age-friendly community, identification of barriers, and suggestions for improvement.

STP Exchange. (2008). Retrieved on 7/11/08 from: http://www.stpexchange.org/home/

Supplemental Transportation Programs (STP) are community-based transportation programs serving seniors that complement existing transportation services. This is a web-based resource for peer-to-peer communication for sharing and exchanging information to complement existing transportation services for seniors. It networks among members for information including technical and financial arenas. Anyone in the United States can join and there no fees. The website is sponsored by the Beverly Foundation, AAA Foundation for Traffic Safety, and the Independent Living Partnership.

United Hospital Fund (2008) NORC Blueprint- A Guide to Community Action. Retrieved on 10/23/08 from: http://www.norcblueprint@uhfnyc.org/

The Blueprint provides a step-by-step guide to developing and managing naturally occurring retirement communities. The information is well organized and includes helpful tools such as forms and checklists, templates for creating minutes of community meetings, and guides for conducting surveys. The site also features "Stories from the Field" with information about successful NORCs projects.

World Health Organization (2007). Global age-friendly cities: A guide. Retrieved on 7/2/08 from: http://www.who.int/ageing/publications/Global_age_friendly_cities_Guide_English.pdf

This publication explores a broad-spectrum international approach to building age-friendly communities. It is based on interviews with citizens aged 60 plus in 33 cities in all World Health Organization regions. Interviewers asked older people in focus groups to describe the advantages and barriers they experience in eight areas of city living. In most cities the reports were compiled from focus groups of caregivers and service providers in the public, voluntary and private sectors. This study provides information on advantages and barriers of aging in cities, and an explanation of how this guide was developed, and how to use it. Major focuses include: outdoor spaces and buildings; transportation; housing; social participation; respect and social inclusion; civic participation and employment; communication and information; community support and health services; and a summary to help move forward and help implement the programs.

World Health Organization (Jan. 2007) Checklist of essential features of age-friendly cities. Retrieved on 7/10/08 from: http://www.who.int/ageing/publications/Age_friendly_cities_checklist.pdf

This short document provides a checklist of essential features in age friendly communities based on results of the World Health Organization Global Age-Friendly Cities project consultation in 33 cities in 22 countries. It is used as a quick tool for a city's self assessment and a map for charting their progress. Older people must be involved as full partners in this checklist as it matches their perception of livability. This report addresses outdoor spaces and buildings; transportation; housing; social participation; respect and social inclusion; civic participation and employment; communication and information; and community health services.