

**New York State Department of Health  
Conditions for Participation  
Enriched Housing Operating Assistance Program  
SFY 2020-21**

**Conditions for Participation in the 2020-2021 Enriched Housing Operating Assistance Program**

The Not-For-Profit Enriched Housing Program Operator (Operator) agrees to the following conditions for participation in the Enriched Housing (EH) Operating Assistance Program:

1. The Operator cannot participate in the EH Operating Assistance Program unless a properly completed application and proof of insurance are received by the Department per the instructions stated in the cover letter. The Operator will be bound by the requirements, terms and conditions of the program as stated in statute and compliance with applicable Department of Health regulations, and other procedural requirements related to the program. This includes, but is not limited to, the timely completion of reports on the Health Commerce System (HCS), such as census reports, financial reports and all surveys applicable to Adult Care Facilities.
2. Enriched Housing Operating Assistance payments shall be made for the purpose of providing quality care and services to eligible residents to better meet resident needs and improve the physical environment of a facility.
3. In consideration of the services to be performed by the Enriched Housing Operator, the Department agrees to periodically provide subsidy monies for expenditures incurred in providing services to the Operator's residents who are recipients of Supplemental Security Income (SSI). Such amounts shall be determined by a formula which takes into consideration the number of SSI recipients served by the Program Operator for fifteen (15) days or more in any month, the availability of funds, and such other factors as the Department shall deem appropriate. All such payment amounts shall be subject to approval by the Department's Bureau of Budget Management and payable thirty days from such approval date. Payment is conditioned upon the continued availability of State funds appropriated for this purpose.
4. Payment amounts will be determined after the Department's review of information submitted by the Operator in monthly reports (Attachment 2) certifying the number of SSI recipients served in the months for which payment is to be made and such other information as the Department may require. No payments will be made until properly completed monthly reports have been submitted to the Department. To be eligible for any given month, the report must be submitted within **ten (10) business days** of the last day of that month.
5. The Department agrees to pay the Enriched Housing Operator a subsidy for providing Enriched Housing Program services to SSI recipients, based on submission of monthly reports and such other documentation as the Department may require.
6. The Department reserves the right to withhold some or all of any payment otherwise due to the Enriched Housing Operator as security for the faithful completion of corrective actions or other direction the Department may give to the Operator as necessary to maintain its Enriched Housing Operating Certificate.

7. Payment of Operating Assistance Program funds ("Program Funds") may be terminated by the Department in whole or in part, at any time, and for any reason.
8. Written notice of any termination of Program Fund payments shall be sent by the Department to the Operator by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of such written notice.
9. As a condition of receiving Program Funds, the Operator shall warrant that it is not in arrears to the State of New York ("The State"), upon debt or contract, and is not a defaulter as surety, contractor or as to any other obligation to the State.
10. Records related to expenditures paid for by the Operator using Program Funds will be maintained and made available to the Department for audit purposes. Such records must be kept on file for a period of at least seven years.
11. The Operator will accept responsibility for compensating the State for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
12. The Department shall have no obligation to make any payments or to continue to make any payments, and shall have no liability to the Operator or other parties for the Department's failure to make or to continue to make payments of Program Funds to the Operator. The Department is not liable for any expenses incurred before a payment is issued by the Department or for any expenses incurred due to the Department's termination of payments of Program Funds.
13. The Operator agrees that the Operator is an independent entity and not an employee or agent of the Department of Health. The Operator agrees to indemnify the Department and the State of New York against any loss the Department or the State may suffer when such losses result from claims of any person or organization (exceptions: the Department and State of New York) injured by the negligent acts or omission of the Operator, its agents, and/or employees or contractors.