

RFA Number: #0601261256

New York State Department of Health
Division of Chronic Disease Prevention and Adult Health
Bureau of Health Risk Reduction

Request for Applications

Prevention of Childhood Overweight and Obesity
Activ8Kids!

Part A – Centers for Best Practices

Part B – School and Community Partnership Initiatives

Part C – Initiatives in Child Care Settings

Optional Letter of Intent Due: April 26, 2006
Questions Due: April 26, 2006
Applications Due: June 14, 2006

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Obesity Prevention Program Coordinator
Bureau of Health Risk Reduction
New York State Department of Health
Riverview Center, 3rd Floor West
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Albany, New York 12204

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Prevention of Childhood Overweight and Obesity Activ8 Kids!

I Introduction

In January 2005, Governor Pataki announced Activ8Kids!, a Childhood Obesity Prevention Initiative to provide a statewide education and prevention program encouraging children to be active, healthy and physically fit. Activ8Kids! is designed to assist in reducing the epidemic of overweight and obesity and to help in the fight to reduce and prevent chronic illnesses such as diabetes, cancer, heart disease and arthritis in the future. Activ8Kids! is a multi-faceted approach that builds upon ongoing Department of Health efforts to promote increased physical activity and healthy eating habits among children, youth and adults to foster the development of well-established, healthy, active lifestyles during the early childhood years.

Epidemic increases in the prevalence of overweight and obesity have been noted in New York and in other states and countries. Obesity is associated with significant costs, both human and financial. Obesity significantly increases the risk of serious diseases including hypertension, dyslipidemia, cardiovascular disease, diabetes, asthma, osteoarthritis, and depression. It is estimated that more than three-quarters of patients with diabetes mellitus are obese; and more than two-thirds of diagnosed cases of cardiovascular disease are related to obesity. Poor nutrition and physical inactivity, the root causes of obesity, are second only to tobacco as preventable causes of death. Costs due to obesity are estimated at \$117 billion per year in the U.S. and exceed \$6 billion per year in New York State.

This epidemic has affected children as young as six months of age. Overweight children are significantly more likely to be overweight as adolescents and three-quarters will be obese as adults. Moreover, most morbidly obese adults were overweight as children. Therefore, failure to address childhood overweight and obesity now, portends a continuing and increasing obesity epidemic among adults well into the future.

Through this multi-part Request for Applications (RFA), the New York State Department of Health (DOH) will implement three (3) components of the Activ8Kids! Initiative. These components include:

- Part A – Centers for Best Practices
- Part B – School and Community Partnership Initiatives
- Part C – Initiatives in Child Care Settings

Further information regarding the amount of funds to be distributed and the number of awards to be made under each part of this RFA are found in the applicable section of this document. Separate applications in response to any part (A, B, or C) of this RFA must be received by 4 p.m. on June 14, 2006. Each part of the RFA requires a separate submission. Combined applications will not be accepted.

II. Eligibility

Eligible applicants for all parts (A, B, or C) of this RFA include public and private not-for-profit agencies and organizations. Eligible organizations include but are not limited to: colleges or universities, academic centers, schools or school districts, hospitals, primary care networks, physician groups, health plans, local public health agencies, voluntary associations, professional associations, and community-based organizations. Organizations may apply for one or more parts of this RFA. Preference will be given to organizations that apply jointly with partners to

implement multiple components in targeted geographic areas to impact the most children at multiple points in the community.

III. Administrative Requirements

A. Issuing Agency

This RFA is issued by the New York State Department of Health, Division of Chronic Disease Prevention, Bureau of Health Risk Reduction. The Department is responsible for the requirements specified herein and for the evaluation of all applicants.

B. Question and Answer Phase

All substantive questions must be submitted in writing to:

Ms. Kyle Restina
Obesity Prevention Program Coordinator
Bureau of Health Risk Reduction
New York State Department of Health
Riverview Center, 3rd Floor West
150 Broadway
Albany, New York 12204

To the degree possible, each inquiry should cite the RFA Part (A, B, or C), section and paragraph to which it refers. Written questions will be accepted until 4:00 p.m. on April 26, 2006.

Questions of a technical nature can be addressed in writing or via telephone by calling Sherry Brown at (518) 408-5126. Questions are of a technical nature if they are limited to how to prepare the application (e.g., formatting) rather than relating to the substance of the application. We will not accept phone inquiries of a substantive nature.

Prospective applicants should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application. See the paragraph entitled "Letter of Intent" (below) to determine who will receive Department of Health responses to submitted questions. Answers to submitted questions will be mailed on or about May 26, 2006.

The questions and answers, as well as any updates and/or modifications to this RFA, will be posted on the Department of Health's website at <http://www.health.state.ny.us/funding/> on or about May 26, 2006.

C. Letter of Intent

Submission of a Letter of Intent is encouraged, but not mandatory. The Letter of Intent must be sent by regular mail to the address shown in paragraph B above and received by 4:00 p.m. on April 26, 2006. Only those applicants who submit a Letter of Intent will automatically receive written answers to all questions submitted and any updates or modifications to the RFA. Failure to submit a Letter of Intent will not preclude submission of an application. The preferred format is included as Attachment B to this RFA.

D. How to Submit an Application

Applications for all Parts (A, B, or C) must be received at the following address by 4:00 p.m. on June 14, 2006. Late applications will not be accepted.

Ms. Kyle Restina
Obesity Prevention Program Coordinator
Bureau of Health Risk Reduction
New York State Department of Health
Riverview Center, 3rd Floor West
150 Broadway
Albany, New York 12204

Applicants shall submit one original signed application, three (3) hard copies, and an electronic copy (either CD or diskette) for each part of the RFA to which they are responding. For example, if an applicant is applying for Part A, Centers for Best Practices, Section 2, Early Childhood, and Part C, Initiatives in Child Care Settings, they should submit in separate packages:

- an original signed application, three (3) hard copies, and an electronic copy of the response to Part A, Section 2; and
- an original signed application, three (3) hard copies, and an electronic copy of the response to Part C.

Applicants that don't provide required copy sets will be disqualified. The response to each Part or Section of the application should be mailed separately. Application packages should be clearly labeled with the RFA Name, RFA Number and Part/Section of the RFA to which they are responding, as listed on the cover of this RFA document. Applications will not be accepted via fax or e-mail.

It is the responsibility of the applicant to ensure that applications are delivered to the Department prior to the date and time specified above. The Department will not be responsible for proposals lost or delayed in the mail. Applications received after the deadline will be returned at the applicant's expense.

E. Additional Administrative Requirements

Additional administrative requirements, including the Department of Health's reserved rights, contract term, payment and reporting requirements, and general specifications are outlined in Attachment C.

IV. Completing an Application

This RFA is composed of three distinct and separate parts;

- Part A – Centers for Best Practices,
- Part B – School and Community Partnership Initiatives,
- Part C – Initiatives in Child Care Settings.

Applicants may choose to apply for any one or all parts or sections of this RFA. When completing an application, in the response applicants should indicate clearly whether they are applying for a one-year award or a multi-year award (renewable up to five (5) years) by using the cover sheet

provided (Attachment D). They should fully address how they will meet the requirements for the part and section of the RFA for which they are applying.

V. Formatting

All applicants should use Times New Roman 12-point font and 1" margins all around. All pages should be numbered, except Attachments or Appendices, and the name of the applicant organization should appear at the top right of each page. Sections should be provided in the order given in this document and be labeled with the appropriate header as provided herein. Applicants should read this RFA thoroughly before preparing their response and take care to address each section completely. There will be a deduction of up to 5 points for failing to conform to formatting requirements.

PART A – CENTERS FOR BEST PRACTICES

A. Centers for Best Practices

The New York State Department of Health seeks to establish three (3) Centers for Best Practices in Preventing and Reducing Childhood Overweight and Obesity. The Centers will develop a model to address the epidemic of childhood obesity by:

- o increasing provider and public awareness of the public health risks of childhood obesity,
- o increasing early recognition of childhood overweight and obesity by promoting the appropriate use of screening, and
- o conducting activities, in a designated geographic area, to prevent and reduce childhood overweight and obesity.

The Department intends to fund the highest scoring applicant for each of the following age groups:

- § 1) Prenatal and Infancy,
- § 2) Early Childhood, and
- § 3) School-age Children.

The Department reserves the right to fund three applications, even if each age category does not contain an applicant with a passing score. A separate application must be submitted for each age group.

Activities proposed should incorporate the goals and strategies, outlined in the “New York State Strategic Plan to Prevent Overweight and Obesity” (available at http://www.health.state.ny.us/prevention/obesity/strategic_plan.htm) that are appropriate to the age group selected. Implementation of evidenced-based strategies using innovative partnerships and/or coalitions is encouraged. Proposals to move the field forward are invited. Proposals must include methods for program evaluation.

Through Part A of this Request for Applications, the Department anticipates distributing \$1,250,000 in the first year to successful not-for-profit applicants for the development and implementation of model Centers for Best Practices in Preventing and Reducing Childhood Overweight and Obesity. The Department anticipates funding three (3) multi-year awards at amounts of \$800,000 per year (total) divided among three (3) grantees (\$266,000 each per year; renewable yearly up to five (5) years), contingent upon the availability of funds.

An additional \$150,000 will be available for each selected multi-year awardee in the first year of the award only to collaborate with statewide and regional professional organizations (e.g., AAP, AAFP, NAPNAP, NYSNA, ACOG, etc.) and/or other groups to increase early recognition of excessive weight gain and/or those at risk of overweight and to increase use of preventive actions by health care practitioners. Strategies should include innovative methods to increase provider practice adherence to recommendations by professional organizations (i.e., to monitor and counsel pregnant women about optimal weight gain during pregnancy (IOM Weight Gain Recommendations for Pregnant Women), and to monitor child growth and counsel parents/youth about nutrition, physical activity, television/media use, etc. (CDC and AAP recommendations).

Successful applicants will be expected to partner with the appropriate healthcare/professional groups (pediatricians, family practitioners, obstetricians/gynecologists, nurse practitioners and/or physician assistants) to increase professional awareness of the public health risks associated with overweight and obesity, and to implement screening programs to ensure early recognition of excessive weight gain and/or early recognition of those at increased risk of overweight to prevent the development of overweight and/or obesity. These partnerships will be encouraged with their respective organizations to develop strategies to increase counseling, referral and treatment strategies.

Depending on the age group selected, efforts should be focused on:

- 1) Prenatal and Infancy: developing successful approaches to ensure optimal maternal nutrition to promote recommended weight gain during pregnancy (according to IOM guidelines based on maternal body mass index) and maximize breast-feeding success during the first year of infant life. In addition, the Prenatal/Infancy Center will work with employers in their regions to promote use of the United States Breastfeeding Committee's workplace checklist, provide public information and individual referrals to local lactation consultation and reinforce the need for breastfeeding promotion among pediatricians, family physicians, obstetricians, and other primary health care providers
- 2) Early Childhood: developing successful approaches to implement preventive strategies into routine healthcare, including, improved counseling for parents about optimal nutrition and physical activity during the early childhood years, and promoting regular growth monitoring and screening to ensure early recognition of rapid weight gain (using weight-for-length for children under 2 years) or children at-risk-for-overweight (using body mass index (BMI)-for-age for children over 2 years, as recommended by the CDC);
- 3) School-aged Children: developing successful approaches to ensure screening for overweight and obesity by plotting BMI-for-age as part of routine health care for children, and methods to improve health care providers' counseling skills about nutrition, physical activity, parenting, and weight issues.

The Best Practice Centers will also provide technical assistance and consultation to schools, child care centers, health care providers, community-based organizations, coalitions, parents and/or others on best practices associated with reducing and preventing overweight and obesity in the targeted age-group.

Additional required program elements include collaboration with the Department of Health to develop, implement and test pilot models for state-wide surveillance of childhood overweight and obesity and collaboration with media resources, community referrals, speakers' bureaus and others on childhood obesity issues and concerns.

To apply for Part A – Centers for Best Practices, please complete the application by addressing the following sections in the order and format in which they appear. Label each section with the heading provided.

The maximum number of pages allowed for each section is included in parentheses after the section title. Do not exceed the maximum number of pages allowed. Points will be deducted for applications not adhering to both page and format guidelines.

1. Applicant Cover Sheet (1 page)

Please complete a cover sheet in the format provided as Attachment D.

State which of the three age groups is being targeted: 1) Prenatal and Early Infancy, 2) Early Childhood, or 3) School-aged Children.

An organization may apply for funding for more than one age group, however, each application may target only one age group. A separate application for each age group is required.

2. Statement of Need (5 pages)

Please provide a narrative addressing the points below:

- a succinct literature review in support of your proposal;
- the age group you have chosen as the focus for your Center for Best Practices with a justification for choosing this age group;
- the geographic area (e.g., county or counties, city, network coverage area, school districts, etc.) where you will work in the development of your Center for Best Practices model and why you selected this area;
- the number of individuals in your selected geographic area that will be included in your target population;
- the obesity and overweight issues that affect your selected target population;
- current obesity and overweight prevention community resources, services and efforts already underway that are available to the target population; and,
- gaps in obesity and overweight prevention resources and services, and barriers to these services for the target population.

3. Qualifications/Capacity of the Applicant Organization(s) (3 pages not including biographical sketches, resumes or organizational charts which should be included as appendices)

Please provide a narrative addressing the points below:

- the applicant organization(s), its mission and current activities in the area of reducing and/or preventing childhood overweight and obesity;
- if applicable, a description of any partnership or collaboration proposed as part of the Center for Best Practices, including the organization(s) and the proposed organizational structure of the partnership or collaboration;
- the capacity of the applicant organization and/or partnership or collaboration to develop a model Center for Best Practices in reducing and preventing childhood overweight and obesity. Be sure to cite any previous work done in this area, any prior working relationships with proposed partner or collaborative organizations;
- why your organization or partnership/collaboration of organization(s) is uniquely qualified to address reducing and preventing obesity and overweight among the selected age group;
- a description of the key staff in your organization and any partner or collaborative organization(s) who are important to the development and implementation of your Center for Best Practices model. A biographical sketch or resume for each key staff member should be included as an appendix to your application;
- unique strengths of applicant organization; and

- letters of commitment from partners detailing their participation and any financial agreement should be included in the appendix.

4. Work Plan Narrative (15 pages)

The narrative section of your work plan should fully describe how the model for the proposed Center for Best Practices will, within the region you have described for the selected target population, work with professional organizations, health care providers, schools, and others to do the following:

- increase awareness of overweight and obesity as a public health problem;
- increase the use of appropriate weight gain, growth monitoring, and screening (using BMI for those over 2 years) to increase the early recognition of excess maternal or infancy weight gain and/or early recognition of childhood overweight and obesity;
- improve health care provider counseling of children, parents and pregnant women about the health impacts of overweight and obesity and evidence-based practices to prevent excess weight gain and the development of childhood overweight and obesity;
- provide technical assistance and consultation to health care providers, staff at schools, child care settings, after-school programs, prenatal care groups, and others, as appropriate, on the health impacts of childhood overweight and obesity and evidence-based practices to prevent childhood overweight and obesity;
- evaluate the impact of Center activities on reducing and preventing overweight and obesity in the target population; and
- discuss what data will be collected and how it will be analyzed.

5. Work Plan – Goals, Objectives and Activities (10 pages)

Using the Work Plan Format forms provided in Attachment E, please describe the goals, objectives and activities proposed for the Center for Best Practices. For each goal, please provide:

- a list of SMART (specific, measurable, achievable, relevant and time-based) objectives to achieve the outcomes bulleted above (Section 4, Work Plan Narrative);
- a description of the activities planned to meet each objective and a timeline for accomplishment;
- a description of the measures and evaluation plan to be used to accurately reflect progress toward reaching the measurable objective;
- the staff member(s) and their organizational affiliation responsible for each activity; and,
- if applicable, partnering or collaborating organizations or individuals who will be part of each activity.

6. Budget and Budget Justification (use forms provided)

Please complete a budget using the attached forms (Attachment F). Applicants should submit a 12-month budget, assuming a start date of October 1, 2006. All costs must be related to the activities outlined in the Work Plan as submitted by the applicant. Justification for each cost should be submitted in narrative form,

using the forms provided. For all staff, the budget justification must delineate how the percentage of time devoted to this initiative has been determined. This funding may only be used to enhance existing activities or create new activities pursuant to this RFA. These funds may not be used to supplant funds for currently existing activities.

In the first year, the Department anticipates awarding three (3) contracts at amounts of \$266,000 for each award. Contracts of up to five years are anticipated. Applicants should not exceed these amounts when preparing proposed budgets.

In the first year only, an additional \$150,000 will be provided to successful awardees for partnerships to increase early recognition of excessive weight gain and/or those at risk of overweight and to improve preventive counseling targeting obesity risk factors. A separate work plan and budget should be provided for this funding. The additional funding will not be provided without receipt of a separate work plan and a separate budget form.

Indirect Costs – Indirect costs will be limited to a maximum of 10% of total direct costs.

Non-allowable Costs – Indirect or administrative lines will not be accepted as OTPS budget lines. Individual budget lines related to these costs (e.g., rent, heat, telephone) will be allowed with proper justification.

As part of the Budget and Budget Justification section, the applicant agency must submit a Vendor Responsibility Questionnaire (Attachment G). New York State procurement laws and guidelines require that state agencies award contracts only to responsible vendors. Further information regarding vendor responsibility may be found in Attachment C, Additional Administrative Requirements, Section E, Vendor Responsibility.

Part A – Centers for Best Practices – Review Process

Applications meeting the guidelines set forth above will be reviewed and evaluated by the New York State Department of Health. Any costs related to responding to this RFA are the obligation of the applicant and not the responsibility of the Department of Health.

Applications will be reviewed according to the criteria described below. Each section to be evaluated corresponds to a component of the application as outlined above. Each applicant's final score will be a direct result of how well the applicant addressed each of the required items. Please read each section carefully and be certain to respond to each item included in every section.

A team of Department of Health staff will review proposals submitted in response to this RFA. To be scored, an application must contain a completed cover sheet and contain all required sections. Applications must receive a passing score of 60 to be considered for funding. Applications will be evaluated on a 100-point scale as follows:

Statement of Need (15 points)

- The purpose of the proposed Center for Best Practices and why it is needed is clearly stated. The statement of purpose and need demonstrates knowledge of the current literature and gaps therein.
- Clear descriptions of the population, number of individuals to be served, and the geographic area of coverage are provided.
- The proposal includes a well-substantiated justification for selection of the population to be served and geographic area of coverage.
- Priority will be given to proposals targeting populations at increased risk for overweight and obesity.
- A clear description and inventory of the current community resources and services available to the target population and the gaps in resources and services in the selected geographic area is provided.
- There is adequate evidence that the proposed activities are an expansion or enhancement of current activities and/or implementation of new activities.
- There is clear evidence of the applicant's knowledge of the nature and extent of the overweight and obesity issues of their selected target population.

Qualifications/Capacity of Applicant Organization (25 Points)

- The applicant organization(s) demonstrates the capability and commitment to develop the proposed Center for Best Practices model.
- The structure, staff qualifications and functions of the Center for Best Practices are clearly described and are adequate to meet the goals, objectives and activities outlined in the Work Plan.
- The applicant organization(s) demonstrate knowledge and experience in the area of obesity and overweight prevention.
- The applicant organization(s) demonstrate experience working collaboratively with other programs and services in the community.
- Appropriate letters of commitment are included with the response.
- Biographical sketches or resumes for all key project staff are included.
- Unique strengths of applicant are demonstrated.
- Successful track record of key project staff is provided.

Partnering (5 Points)

- The applicant is partnering with other organizations to accomplish project goals.

Work Plan Narrative (20 Points)

The Work Plan Narrative clearly describes the activities toward meeting the intent of this RFA. Specifically, the narrative addresses:

- the manner in which the proposed Center for Best Practices will work within the selected geographic area to increase public awareness and provider awareness and use of appropriate screening for obesity and overweight in the target population;
- how the proposed Center for Best Practices will improve health care provider screening strategies and counseling about the health impacts of obesity and overweight for the target population;
- the type of technical assistance and consultation to be provided, who will be the recipient(s) of this assistance/consultation, and how the proposed Center will work with the recipient(s) to implement evidence-based practices to address obesity and overweight in the target population;

- how the proposed Center for Best Practices will evaluate the impact of Center activities on reducing obesity and overweight in the target population; and, how the activities are innovative and demonstrate resourcefulness.

Work Plan – Goals, Objectives and Activities (15 points)

The Work Plan demonstrates:

- measurable objectives that are appropriate, reasonable and will assist in achieving the identified goal;
- activities that are reasonable, suitable and consistent with achieving the stated objective;
- timeframes to accomplish the activities and achieve the objective are reasonable and time-limited;
- a proposed evaluation plan that will effectively measure the project's progress toward reaching the stated objective;
- the staff member(s) responsible for each activity; and,
- any partnerships or collaborations integral to the conduct of the activity and achievement of the objective.

Budget and Budget Justification (20 Points)

The proposed budget meets all requirements and is consistent with the scope of work. Sufficient narrative justification is provided for each item. The budget items show costs that are reasonable for the service, supply, equipment or other use listed.

PART B – SCHOOL AND COMMUNITY PARTNERSHIP INITIATIVES

B. School and Community Partnership Initiatives

The New York State Department of Health seeks to fund organizations to form coalitions with community-based organizations, schools and parents to develop and implement school, after-school, and community activities to promote improved nutrition, increased physical activity and decreased television viewing/media use by youth. Efforts should move beyond changing individual level activities and incorporate systems and environmental changes at the organizational and community level. Since community level conditions help shape individual and family behavior, effective initiatives must change the systems and environment that influence behavior.

Key activities will include, but are not limited to:

- working with schools, after-school programs and community activity groups to create environmental and/or systems change to:
 - improve the ratio of foods/beverages that are considered healthy to those of minimal/low nutritional value that are available by increasing the availability of healthy foods and beverage choices and/or decreasing the availability of foods/beverages of minimal/low nutritional value;
 - provide more opportunities for physically active free play, non-competitive physical activity and/or non-organized sports; and
 - reduce the availability of television viewing and other media;
- assisting with the implementation of local school and/or after-school wellness policies; and
- for multi-year programs, evaluating the impact of the community or school initiatives in improving children's nutrition, increasing their participation in physically active behaviors, and/or reducing their use of television/media.

Proposed activities should be consistent with evidence-based practices. The Guide to Community Preventive Services available through the Centers for Disease Control and Prevention, or at <http://www.thecommunityguide.org/> offers guidance on the various interventions and may be used as a reference in the development of partnership activities. Additional references on school/community collaboration and interventions may be found on the Action for Healthy Kids website (<http://www.actionforhealthykids.org>) and on the ACT for Youth website (<http://www.actforyouth.net/>). Subcontracts to partner organizations to support collaborative efforts to increase children's physical activity levels through community effort and assist families in adopting healthy lifestyles are encouraged.

Through Part B of this Request for Applications, the Department anticipates distributing \$350,000 in the first year. It is expected that two (2) multi-year awards of \$125,000 each per year will be awarded to the highest scorers; contracts up to 5 years are anticipated, contingent upon the availability of funds. In addition, the Department anticipates funding ten (10) additional one-year awards of \$10,000 each to the highest scorers in the mini-grant category. If supplemental funds become available, additional one-year grants may be funded, up to the limit of the supplemental funding. A separate application is required for each grant. Applicants interested in the multi-year funding opportunity and the single year grants should submit an application for each as they will be reviewed separately.

To apply for Part B – School and Community Partnership Initiatives, please complete the application by addressing the following sections in the order and format in which they appear.

The maximum number of pages allowed for each section is included in parentheses after the section title. Do not exceed the maximum number of pages allowed. Points will be deducted for applications not adhering to both page and format guidelines.

1. Applicant Cover Sheet (1 page)

Please complete a cover sheet in the format provided as Attachment D.

2. Statement of Need (3 pages)

Please provide a narrative addressing the points below:

- § the target population, including the geographic area (e.g., county or counties, city, school districts, etc.) where you will work to develop and implement your school/community initiatives and why you selected this population or area;
- § the number and ages of children in the target population and area;
- § the overweight and obesity issues that affect your selected target population;
- § if the proposal targets populations at increased risk for overweight and obesity;
- § current resources and services available to the target population; and,
- § gaps in resources and services, and barriers to services for the target population.

3. Qualifications/Capacity of the Applicant Organization(s) (3 pages not including biographical sketches, resumes or organizational charts which should be included as Appendices)

Please provide a narrative addressing the points below:

- § the applicant organization(s), its mission and current activities working with schools and community organizations;
- § a description of any partnership or collaboration proposed, including the organizations and proposed organizational structure of the partnership or collaboration;
- § the capacity of the applicant organization and, if applicable, its collaborators to conduct the activities proposed in the work plan. Be sure to cite any previous work done in this area, any prior working relationships with proposed collaborators, and include letters of commitment from these organizations;
- § a description of any proposed subcontracts and activities to be performed by the subcontracting organization;
- § why the applicant organization is uniquely qualified to work with schools, after-school programs and/or community organizations to conduct the activities in the proposed work plan;
- § a description of key staff in your organization and any collaborating organization who are important to the development and implementation

- of the proposed activities. A biographical sketch or resume for each key staff member should be included in the appendices;
- § evidence that the schools and/or community organization were/are involved in developing the initiatives/interventions; and
- § letters of commitment from participating schools or community groups should be included as appendices.

4. Work Plan Narrative (15 pages)

The narrative section of your work plan should fully describe how you will work with schools, after-school programs and/or community-based organizations to develop partnerships and initiatives to increase healthy food options, increase physical activity and decrease television/media viewing among children. This section should address:

- § the plan for bringing schools, after-school programs and community-based organizations together around nutrition, physical activity and television/media viewing issues;
- § how the cooperation of schools, after-school programs, and community-based organizations will be gained to initiate nutrition, physical activity and television/media viewing interventions and systems and environmental change at these sites;
- § how increased physical activity, improved nutrition, decreased television/media viewing and healthy lifestyle choices will be integrated into the school day, after-school programs and community activities;
- § the specific interventions and activities proposed, including a discussion of their effectiveness for the target population;
- § the interventions that are proposed are age-appropriate and culturally sensitive; and
- § how the impact of these interventions on reducing and preventing overweight and obesity in the target population will be evaluated.

5. Work Plan – Goals, Objectives and Activities (10 pages)

Using the Work Plan Format forms provided in Attachment E, please describe the goals, objectives and activities proposed for the Schools and Communities Partnership Initiatives. For each goal, please provide:

- § a list of SMART (specific, measurable, achievable, relevant and time-based) objectives to achieve the outcomes bulleted above in the Work Plan Narrative;
- § a description of the activities planned to meet each objective and a timeline for accomplishment;
- § a description of the measures and evaluation plan to be used to accurately reflect progress toward reaching the measurable objective;
- § the staff member(s) and, if applicable, their organizational affiliation, responsible for each activity; and,
- § if applicable, collaborating organizations that will be part of each activity.

6. Budget and Budget Justification (use forms provided)

Please complete a budget using the attached forms (Attachment F). Applicants should submit a 12-month budget, assuming a start date of October 1, 2006. All

costs must be related to the activities outlined in the Work Plan as submitted by the applicant. Justification for each cost should be submitted in narrative form, using the forms provided. For all staff, the budget justification must delineate how the percentage of time devoted to this initiative has been determined. This funding may only be used to enhance existing activities or create new activities pursuant to this RFA. These funds may not be used to supplant funds for currently existing activities.

The Department anticipates awarding two (2) multi-year contracts at \$125,000 each and ten (10) additional one-year only awards of \$10,000. Applicants should not exceed these amounts when preparing proposed budgets. Applicants do not need to submit a proposal for the multi-year grants to be eligible for and apply for a one year grant.

Indirect Costs – Indirect costs will be limited to a maximum of 10% of total direct costs.

Non-allowable Costs – Indirect or administrative lines will not be accepted as OTPS budget lines. Individual budget lines related to these costs (e.g., rent, heat, telephone) will be allowed with proper justification.

As part of the Budget and Budget Justification section, the applicant agency must submit a Vendor Responsibility Questionnaire (Attachment G). New York State procurement laws and guidelines require that state agencies award contracts only to responsible vendors. Further information regarding vendor responsibility may be found in Attachment C, Additional Administrative Requirements, Section E, Vendor Responsibility.

Part B – School and Community Partnership Initiatives – Review Process

Applications meeting the guidelines set forth above will be reviewed and evaluated by the New York State Department of Health. Any costs related to responding to this RFA are the obligation of the applicant and not the responsibility of the Department of Health.

To be scored, an application must contain a completed cover sheet and contain all required sections.

Applications will be reviewed according to the criteria described below. Each section to be evaluated corresponds to a component of the application as outlined above. Each applicant's final score will be a direct result of how well the applicant addressed each of the required items. Please read each section carefully and be certain to respond to each item included in every section. Awards will be made to the application with the highest scores. No more than one mini-grant will be awarded to any organization, regardless of score.

A team of Department of Health staff will review proposals submitted in response to this RFA. Applications will be evaluated on a 100-point scale. Applicants must receive a minimum passing score of 60 to be considered for funding. Scoring will be as follows:

Statement of Need (15 points)

- § A clear description of the target population, including the number and ages of children to be served, as well as a well-defined geographic area of coverage is provided.

- § The proposal includes a well-substantiated justification for the selection of the population to be served and the geographic area selected (i.e., population at increased risk of overweight and obesity).
- § A clear description of the current resources and services available to the target population and the gaps in resources and services in the selected geographic area is provided.
- § There is evidence that the proposed activities are an expansion or enhancement of current activities and/or implementation of new activities.
- § There is clear evidence of the applicant's knowledge of the issues surrounding school and community partnerships, including barriers that will need to be addressed.

Qualifications/Capacity of Applicant Organization (15 points)

- § The applicant organization(s) demonstrates the capability and commitment to conduct the proposed school and community partnership initiatives.
- § The structure, staff qualifications and proposed activities are clearly described and are adequate to meet the goals, objectives and activities outlined in the work plan.
- § The applicant organization(s) demonstrates knowledge and experience in working with schools, after-school programs, community-based organizations and in developing partnerships to achieve stated goals.
- § The applicant organization(s) demonstrates experience working collaboratively with other programs and services in the community.
- § Appropriate letters of commitment are included with the response.
- § Biographical sketches or resumes for all key project staff are included as appendices.
- § Unique strengths of applicant are described.
- § The successful track record of key staff is provided.

Partnering (5 Points)

- The applicant is partnering with other organizations to accomplish project goals.

Work Plan Narrative (25 points)

The Work Plan Narrative clearly describes the activities toward meeting the intent of this RFA. Specifically, the Work Plan Narrative:

- § addresses the manner in which the applicant organization will work with selected schools and community-based organizations to develop partnerships and implement initiatives to increase healthy food options, increase physical activity and decrease television/media viewing among children;
- § provides a clear and logically laid out plan for bringing together schools, after-school programs and community-based organizations around childhood nutrition, physical activity and television/media viewing issues;
- § provides the basis for how the age-appropriateness and cultural sensitivity of interventions will be determined;
- § clearly describes how increased physical activity, improved nutrition, decreased television/media viewing and healthy lifestyle choices will be integrated into the school day, after-school programs, and community activities;

- § clearly describes any technical assistance, consultation and support to be provided to newly developed partnerships during the design, implementation and evaluation of interventions;
- § clearly describes how the applicant organization will evaluate the impact of the interventions in the target population and geographic area; and, indicates which activities will be sub-contracted, if any.

Work Plan – Goals, Objectives and Activities (20 points)

The Work Plan demonstrates:

- § measurable objectives that are appropriate, reasonable and will assist in achieving the identified goal;
- § activities that are reasonable, suitable and consistent with achieving the stated objective;
- § timeframes to accomplish the activities and achieve the objective are reasonable and time-limited;
- § a proposed evaluation plan that will effectively measure the project's progress toward reaching the stated objective;
- § the staff member(s) responsible for each activity; and,
- § any partnerships or collaborations integral to the conduct of the activity and achievement of the objective.

Budget and Budget Justification (20 points)

The proposed budget meets all requirements and is consistent with the scope of work. Sufficient narrative justification is provided for each item. The budget items show costs that are reasonable for the service, supply, equipment or other use listed.

PART C – INITIATIVES IN CHILD CARE SETTINGS

C. Initiatives in Child Care Settings

Overweight rates are increasing among all children, including preschool-age children. Child care is becoming an important setting for action because the percentage of children who attend organized child care is increasing, many children are already overweight or at-risk-for-overweight at kindergarten entrance, and early intervention offers the best opportunity to prevent the development of dietary and other lifestyle behaviors that contribute to the development of overweight and obesity.

The New York State Department of Health anticipates funding a statewide organization to work with the Department to provide training, consultation, support and guidance to consultants to work with staff at child care centers to improve nutrition, increase physical activity and decrease television/media use. The funded organization will be responsible for recruiting the local consultants.

The preferred method would be to implement the Nutrition and Physical Activity Self-Assessment in Child Care (NAP SACC) program, which was developed by the University of North Carolina, Center for Health Promotion and Disease Prevention and the North Carolina Department of Health and Human Services. NAP SACC is an intervention aimed at improving nutrition and physical activity policies and practices in child care centers through self-assessment, educational sessions and technical assistance. The goals of NAP SACC are to:

- § improve the nutritional quality of foods/beverages served;
- § increase the amount and quality of physical activity opportunities;
- § improve staff-child interactions;
- § improve child care staff's personal health practices; and,
- § improve the child care center's nutrition and physical activity policies.

The funded organization, in collaboration with the Department of Health and University of North Carolina staff, would be expected to conduct a minimum of four (4) training sessions for consultants, who would then identify, recruit and work with staff at individual child care centers. At each child care center, a NAP SACC questionnaire would be completed pre- and post-intervention. Based on the pre-intervention questionnaire results, each center would choose three policies/practices/performance indicators (one nutritional, one physical and one additional performance indicator) to improve. The consultants will need to conduct five educational sessions (four 30-minute and one 60-minute training sessions) for child care staff and make at least six contacts (in-person, by phone or by e-mail) with child care staff during a 6-month period to work towards implementing the proposed policy/practice changes. The funded organization would be responsible for assuring completion of the NAP SACC program and assisting in evaluating the individual interventions and the overall program.

To maximize participation and completion of the NAP SACC program, the state plans to provide each participating child care center with a \$200 stipend in the form of physical activity equipment from an approved list of items.

The Department anticipates funding one multi-year grant of \$100,000 per year (renewable up to 5 years) for overseeing implementation and the provision of training and technical assistance to consultants to improve nutrition, physical activity and television viewing/media use in child care.

The successful applicant will be required to complete NAP SACC Consultant training as specified by the Department of Health. The award will go to the applicant with the highest score.

The Department also anticipates funding one additional single-year award of \$100,000 to address television and media use. This additional one-year grant is available to work with child care center staff, administrators and parents specifically to develop and implement television, video and other media use policies and practices consistent with the recommendations of the American Academy of Pediatrics (AAP). Applicants for this grant are not required to apply for any other grant included in this RFA. The application must be separate from any other application in this RFA. The award will go to the applicant with the highest score.

Applications must receive a passing score of 60 to be considered for funding. The award for each category will be made to the application with the highest score over 60.

To apply for Part C – Initiatives in Child Care, please complete the application by addressing the following sections in the order and format in which they appear.

Print each section heading before recording your response. The maximum number of pages allowed for each section is included in parentheses after the section title. Do not exceed the maximum number of pages allowed. Points will be deducted for applications not adhering to both page and format guidelines.

1. Applicant Cover Sheet (1 page)

Please complete a cover sheet in the format provided as Attachment D.

2. Statement of Need (3 pages)

Please provide a narrative addressing the points below:

- § the geographic area (county, counties, city, etc.) where you propose to conduct child care consultation;
- § why this region was selected, any special populations to be served, or special issues to be addressed;
- § the number of child care centers and number of children served by these centers where you propose to conduct child care consultation;
- § current resources and services available to child care centers in the selected region for improving nutrition, physical activity, and/or reducing television/media use; and,
- § gaps in resources and services, and barriers to services for child care centers in the selected region.

3. Qualifications/Capacity of the Applicant Organization (3 pages not including biographical sketches, resumes or organization charts which should be included as Appendices)

Please provide a narrative addressing the points below:

- § the applicant organization, its mission and current activities (and past experience) working with child care centers;
- § a description of the organizational structure of the applicant organization, including essential staff and their qualifications;

- § a list of key staff in the organization responsible for conducting the child care consultation and activities outlined in the Work Plan. A biographical sketch or resume for each key staff member should be included as an appendix to the application;
- § the capacity of the applicant organization to conduct training sessions and the activities outlined in the Work Plan;
- § why the applicant organization is uniquely qualified to work with child care centers in the areas of nutrition, physical activity and/or reducing television/media use;
- § a description of any proposed subcontractors and the activities to be performed subcontracting organization;
- § previous training or experience using NAP SACC and/or working with child care centers; and,
- § letters of agreement from the child care center of willingness to work with the applicant organization.

4. Work Plan Narrative (15 pages)

The narrative section of your work plan should fully describe how you will work with child care centers in the selected geographic region to implement the nutrition and physical activity self-assessment. This section should address:

- § how consultants will be recruited and trained and how many will be selected;
- § the types and expected frequency of training sessions, technical assistance, consultation, support and guidance to be provided to child care centers electing to participate;
- § how child care centers will be recruited to participate in the intervention, including selection criteria to be used; and whether any alternative incentives other than physical activity equipment will be used; and
- § the number of child care centers your organization will recruit and an estimate of the number of children attending these centers.

For the nutrition and physical activity proposal, how the consultant will work with individual child care center directors and staff to:

- complete the required questionnaire (pre and post);
- develop a written improvement plan;
- select performance indicators (one physical activity, one nutrition and one additional indicator);
- schedule five nutrition and physical activity workshops for child care staff (childhood overweight, physical activity, healthy eating and media use – 30 minutes each – and staff wellness and personal health – 60 minutes);
- provide technical assistance over a six-month period on the improvement plan, including a minimum of one contact/month per center;
- provide any innovative uses of video-conferencing to provide training workshops and phone/e-mail to provide technical assistance;
- § how the consultant will ensure that necessary documentation is completed and submitted to the department of health; and,
- § how the applicant agency plans to evaluate the impact of NAP SACC on improving nutrition and increasing physical activity in child care centers.

For the one-year proposal to reduce television/media use, how the applicant will work with individual child care center directors and staff to:

- assess television/media use pre- and post-intervention;
- develop training/improvement plan; and
- provide technical assistance.

5. Work Plan – Goals, Objectives and Activities (10 pages)

Using the Work Plan Format forms provided in Attachment E, please describe the goals, objectives and activities proposed for Child Care Initiatives. For each goal, please provide:

- § a list of SMART (specific, measurable, achievable, relevant and time-based) objectives to achieve the outcomes bulleted above (4 – Work Plan Narrative);
- § a description of the activities planned to meet each objective and a timeline for accomplishment;
- § a description of the measures and evaluation plan to be used to accurately reflect progress toward reaching the measurable objective;
- § the staff member(s) and, if applicable, their organizational affiliation, responsible for each activity; and,
- § if applicable, collaborating organizations that will be part of each activity.

6. Budget and Budget Justification (use forms provided)

Please complete a budget using the attached forms (Attachment F). Applicants should submit a 12-month budget, assuming a start date of October 1, 2006. All costs must be related to the activities outlined in the Work Plan as submitted by the applicant. Justification for each cost should be submitted in narrative form, using the forms provided. For all staff, the budget justification must delineate how the percentage of time devoted to this initiative has been determined. This funding may only be used to enhance existing activities or create new activities pursuant to this RFA. These funds may not be used to supplant funds for currently existing activities.

The Department anticipates awarding one multi-year contract at \$100,000 each year for five years and one additional one-year only award of \$100,000. Applicants should not exceed these amounts when preparing proposed budgets. The above amounts are subject to change.

Indirect Costs – Indirect costs will be limited to a maximum of 10% of total direct costs.

Non-allowable Costs – Indirect or administrative lines will not be accepted as OTPS budget lines. Individual budget lines related to these costs (e.g., rent, heat, telephone) will be allowed with proper justification.

As part of the Budget and Budget Justification section, the applicant agency must submit a Vendor Responsibility Questionnaire (Attachment G). New York State procurement laws and guidelines require that state agencies award contracts only to responsible vendors. Further information regarding vendor responsibility may

be found in Attachment C, Additional Administrative Requirements, Section E, Vendor Responsibility.

Part C –Initiatives in Child Care Settings – Review Process

Applications meeting the guidelines set forth above will be reviewed and evaluated by the New York State Department of Health. Any costs related to responding to this RFA are the obligation of the applicant and not the responsibility of the Department of Health.

Applications will be reviewed according to the criteria described below. Each section to be evaluated corresponds to a component of the application as outlined above. Each applicant's final score will be a direct result of how well the applicant addressed each of the required items. Please read each section carefully and be certain to respond to each item included in every section.

A team of Department of Health staff will review proposals submitted in response to this RFA. To be scored, an application must contain a completed cover sheet and contain all required sections. Applications must receive a passing score of 60 to be considered for funding. Applications will be evaluated on a 100-point scale as follows:

Statement of Need (15 Points)

- § A clear description of the targeted geographic area is provided.
- § The proposal includes a well-substantiated justification for the selection of the targeted geographic region, special populations to be served and special issues to be addressed.
- § Priority will be given to populations at increased risk of overweight and obesity, such as low-income populations.
- § The application clearly indicates the number of child care centers to be recruited for participation and the number of children served by these centers.
- § There is evidence that the proposed activities are an expansion or enhancement of current activities and/or new activities for the applicant organization.
- § A clear description of the current resources and services available to child care centers in the region and the gaps in resources and services and barriers to such services is provided.

Qualifications/Capacity of the Applicant Organization (15 points)

- § The applicant organization demonstrates the capability and commitment to conduct consultation services.
- § The structure, staff qualifications and proposed activities are clearly described and are adequate to meet the goals, objectives and activities outlined in the work plan.
- § The applicant organization demonstrates knowledge and experience in working with child care centers.
- § The applicant organization demonstrates the capacity to implement the consultative activities outlined in the work plan.
- § Appropriate letters of commitment (if necessary) are included with the response.
- § Biographical sketches or resumes for all key project staff are provided.
- § Unique strengths of Applicant are described.
- § Track record of key project staff are provided.

Partnering (5 Points)

- The applicant is partnering with other organizations to accomplish project goals.

Work Plan Narrative (25 points)

The Work Plan Narrative clearly describes the activities toward meeting the intent of this RFA. Specifically, the Work Plan Narrative:

- § provides a carefully thought out plan and process for recruiting child care centers to participate, including criteria for selection of centers;
- § describes child care centers to be recruited and the number of children attending these centers as well as any special characteristics of the centers;
- § clearly describes how the applicant will work with child care centers in the selected geographic area; fully describes the technical assistance, consultation, support and guidance to be provided to child care centers participating;
- § fully describes and lays out a plan for working with the child care center director to implement all aspects;
- § provides a plan for ensuring that all necessary documentation is completed and submitted to the Department of Health;
- § clearly describes how the applicant organization will evaluate the impact of improving nutrition, increasing physical activity, and/or decreasing television/media use in child care centers; and,
- § highlights areas demonstrating innovation and resourcefulness.
- § indicates that NAP SACC will be used or describes in detail another evidence based program that will be used.

Work Plan – Goals, Objectives and Activities (20 points)

The Work Plan demonstrates:

- § measurable objectives that are appropriate, reasonable and will assist in achieving the identified goal;
- § activities that are reasonable, suitable and consistent with achieving the state objective;
- § timeframes to accomplish the activities and achieve the objective are reasonable and time-limited;
- § a proposed evaluation plan that will effectively measure the project's progress toward reaching the stated objective; and,
- § the staff member(s) responsible for each activity.

Budget and Budget Justification (20 points)

The proposed budget meets all requirements and is consistent with the scope of work. Sufficient narrative justification is provided for each item. The budget items show costs that are reasonable for the service, supply, equipment or other use listed.

ATTACHMENT A - SAMPLE CONTRACT

STATE AGENCY (Name and Address):	.	NYS COMPTROLLER'S NUMBER:
	.	
	.	ORIGINATING AGENCY CODE:
<hr/>		
CONTRACTOR (Name and Address):	.	TYPE OF PROGRAM(S)
	.	
	.	
<hr/>		
FEDERAL TAX IDENTIFICATION NUMBER:	.	INITIAL CONTRACT PERIOD
	.	
MUNICIPALITY NO. (if applicable):	.	FROM:
	.	
	.	TO:
	.	
CHARITIES REGISTRATION NUMBER: ____ - ____ - ____ or () EXEMPT: (If EXEMPT, indicate basis for exemption):	.	FUNDING AMOUNT FOR INITIAL PERIOD:
	.	
	.	
<hr/>		
CONTRACTOR HAS() HAS NOT() TIMELY FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRE PERIODIC OR ANNUAL WRITTEN REPORTS.	.	MULTI-YEAR TERM (if applicable):
	.	
	.	FROM:
	.	TO:
<hr/>		
CONTRACTOR IS() IS NOT() A SECTARIAN ENTITY		
CONTRACTOR IS() IS NOT() A NOT-FOR-PROFIT ORGANIZATION		

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

<hr/>	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
<hr/>	APPENDIX A-1	Agency-Specific Clauses (Rev 02/03)
<hr/>	APPENDIX A-2	Program-Specific Clauses
<hr/>	APPENDIX B	Budget
<hr/>	APPENDIX C	Payment and Reporting Schedule
<hr/>	APPENDIX D	Program Workplan
<hr/>	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)
<hr/>	APPENDIX E-1	Proof of Workers' Compensation Coverage
<hr/>	APPENDIX E-2	Proof of Disability Insurance Coverage

STATE OF NEW YORK

AGREEMENT

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. Conditions of Agreement

- 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 A-1.

- 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 Workplan (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 and 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 claims, 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 and 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.

APPENDIX A STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. 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. NON-ASSIGNMENT CLAUSE. 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. COMPTROLLER'S APPROVAL. 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 \$15,000 (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 \$30,000 (State Finance Law Section 163.6.a).

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

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants 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. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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 setoff 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 STANDARD CLAUSES FOR NYS CONTRACTS APPENDIX A Page 2 May, 2003

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, AESOB, 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.

APPENDIX A-1
(REV 02/03)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certified that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ⊆ an institution of higher education,
 - ⊆ a hospital, or
 - ⊆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Education Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with

Hospitals” and, if not covered for audit purposes by OMB Circular A-133, “Audits of States and Local Governments and Non-profit Organizations”, then subject to program specific audit requirements following Government Auditing Standards for financial audits.

- b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in “a” above.
 - c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$300,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$300,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
 - d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

a. LOBBYING CERTIFICATION

- 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101 -121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.
- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
 - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
 - ⊔ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ⊔ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

- b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs whether directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1) APPENDIX B TO 45 CFR PART 76 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transactions, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the

certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.

- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph “e” of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against

(including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.

8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Other Modifications
 - a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
 - ⊔ Appendix B – Budget line interchanges;
 - ⊔ Appendix C – Section 11, Progress and Final Reports;
 - ⊔ Appendix D – Program Workplan
 - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.
12. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for
 - a. Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:
 - ⊔ Certificate of Workers' Compensation Insurance, on the Workers' Compensation Board form C-105.2 or the State Insurance Fund Form U-26.3 (naming the Department of Health, Corning Tower, Room 1315, Albany, 12237-0016), or
 - ⊔ Affidavit Certifying That Compensation Has Been Secured, form SI-12 or form GSI 105.2, or
 - ⊔ Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form 105.21, completed for workers' compensation; and

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

- ⊔ Certificate of Disability Benefits Insurance, form DB-120.1, or
- ⊔ Notice of Qualification as Self Insurer Under Disability Benefits Law, form DB-155, or
- ⊔ Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, form 105.21, completed for disability benefits insurance.

13. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX B

BUDGET
(sample format)

Organization Name: _____

Budget Period: Commencing on: _____ Ending on: _____

Personal Service

Number	Title	Annual Salary	% Time Devoted to This Project	Total Amount Budgeted From NYS
--------	-------	------------------	--------------------------------------	--------------------------------------

Total Salary	_____
Fringe Benefits (specify rate)	_____
TOTAL PERSONAL SERVICE:	_____

Other Than Personal Service	Amount
-----------------------------	--------

Category	
Supplies	
Travel	
Telephone	
Postage	
Photocopy	
Other Contractual Services (specify)	
Equipment (Defray Cost of Defibrillator)	_____

TOTAL OTHER THAN PERSONAL SERVICE	_____
-----------------------------------	-------

GRAND TOTAL	_____
-------------	-------

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: (required) _____

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

1. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed _____ percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- ⊔ the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- ⊔ if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- ⊔ the end of the first monthly/quarterly period of this AGREEMENT; or
- ⊔ if this contract is wholly or partially supported by federal funds, availability of the federal funds:

provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State

Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller.
- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than ____ days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE monthly/quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the _____.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than _____ days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

II. Progress and Final Reports

Organization Name: _____

Report Type:

A. Narrative/Qualitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how the _____ (Organization) _____ has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

(Note: This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.)

B. Statistical/Quantitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

C. Expenditure Report

_____ (Organization Name) _____ will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

D. Final Report

_____ (Organization Name) _____ will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan.

APPENDIX D

PROGRAM WORKPLAN (sample format)

A well written, concise workplan is required to ensure that the Department and the contractor are both clear about what the expectations under the contract are. When a contractor is selected through an RFP or receives continuing funding based on an application, the proposal submitted by the contractor may serve as the contract's work plan if the format is designed appropriately. The following are suggested elements of an RFP or application designed to ensure that the minimum necessary information is obtained. Program managers may require additional information if it is deemed necessary.

I. CORPORATE INFORMATION

Include the full corporate or business name of the organization as well as the address, federal employer identification number and the name and telephone number(s) of the person(s) responsible for the plan's development. An indication as to whether the contract is a not-for-profit or governmental organization should also be included. All not-for-profit organizations must include their New York State charity registration number; if the organization is exempt AN EXPLANATION OF THE EXEMPTION MUST BE ATTACHED.

II. SUMMARY STATEMENT

This section should include a narrative summary describing the project which will be funded by the contract. This overview should be concise and to the point. Further details can be included in the section which addresses specific deliverables.

III. PROGRAM GOALS

This section should include a listing, in an abbreviated format (i.e., bullets), of the goals to be accomplished under the contract. Project goals should be as quantifiable as possible, thereby providing a useful measure with which to judge the contractor's performance.

IV. SPECIFIC DELIVERABLES

A listing of specific services or work projects should be included. Deliverables should be broken down into discrete items which will be performed or delivered as a unit (i.e., a report, number of clients served, etc.) Whenever possible a specific date should be associated with each deliverable, thus making each expected completion date clear to both parties.

Language contained in Appendix C of the contract states that the contractor is not eligible for payment "unless proof of performance of required services or accomplishments is provided." The workplan as a whole should be structured around this concept to ensure that the Department does not pay for services that have not been rendered.

Attachment B
Letter of Intent Format

Ms. Kyle Restina
Obesity Prevention Program Coordinator
Bureau of Health Risk Reduction
New York State Department of Health
Riverview Center, 3rd Floor West
150 Broadway
Albany, New York 12204

Re: RFA# 0601261256
Title: Prevention of Childhood Overweight and Obesity

Dear Ms. Restina:

This letter is to indicate our interest in the above Request for Applications (RFA) and to request that our organization be placed on the mailing list for any updates, written responses to questions, or amendments to the RFA. We plan to respond to:

PART A – Centers for Best Practices

- 1. Prenatal and Infancy
- 2. Early Childhood
- 3. School-age Children

PART B – School and Community Partnership Initiative

- 1. Multi-year Grant
- 2. Mini Grant

PART C –Initiatives in Child Care Settings

- 1. Multi-year Grant
- 2. Media use (single year)

We understand that in order to automatically receive any RFA updates and/or modifications as well as answers to submitted questions, the Department of Health requires that this letter be received by regular or e-mail by 4:00 p.m. on April 26, 2006.

Sincerely,

PLEASE NOTE: BE SURE TO INCLUDE THE ORGANIZATION'S NAME, PHONE NUMBER, FAX, MAILING AND E-MAIL ADDRESS IN YOUR LETTER OF INTENT.

Attachment C
Additional Administrative Requirements

A. Department of Health's Reserved Rights

The Department of Health reserves the right to:

- Reject any and all applications received in response to this RFA.
- Award more than one contract resulting from this RFA.
- Waive or modify minor irregularities in applications received after prior notification to the applicant.
- Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of the Department and the State Comptroller.
- Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
- Modify the detailed specifications should no applications be received that meet all these requirements.
- If the Department of Health is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State.
- The Department of Health reserves the right to award grants based on geographic and/or regional considerations to serve the best interests of the State.
- Review and approve any and all subcontracts, including the process resulting in the selection of subcontractors.

B. Term of Contract

Any contract resulting from Part A, B, or C of this RFA will be effective only upon approval by the New York State Office of the Comptroller.

It is expected that contracts, except those specified as one-year only, that result from any part of this RFA will have the following time period: October 1, 2006 – September 30, 2007 and, upon satisfactory performance and availability of funds, will be renewed yearly for up to five (5) years.

C. Payment and Reporting Requirements

The Department may, at its discretion, make an advance payment to not-for-profit grant contractors in an amount not to exceed 25 percent of the annual contract.

The contractor shall submit monthly or quarterly invoices and required reports of expenditures to the State's designated payment office:

Mr. Thomas Justin
New York State Department of Health
Division of Chronic Disease Prevention and Adult Health
Empire State Plaza
Corning Tower, Room 515
Albany, NY 12237

Payment of such invoices by the State (New York State Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Quarterly vouchers must be

received no later than 30 days after the period for which reimbursement is requested. The final voucher for each yearly budget period must be received in the designated payment office within 90 days. It is the responsibility of the contractor to meet these voucher deadlines. Payment of late vouchers is not guaranteed by the New York State Department of Health. Payment will be made within 30 days of receipt of a correct invoice.

Invoices must be accompanied by back-up documentation of the following expenditures:

- Equipment purchases greater than \$500: copy of receipt or invoice, with serial number.
- Consultants: name, hours worked, and rate of pay. For outside consultants, provide a copy of the invoice.
- Miscellaneous expenditures: listing of all expenditures in the category.

The contractor must submit an annual report of activities, in the format proscribed by the Department of Health, no later than April 30th of each year.

All payment and reporting requirements will be detailed in Appendix C of the final contract.

D. General Specifications

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

engaged in at the time of such termination, subject to audit by the State Comptroller.

E. Vendor Responsibility Questionnaire

New York State procurement laws and guidelines require that state agencies award contracts only to responsible vendors. Vendor responsibility means that a vendor has the integrity to justify the award of public dollars and the capacity to fully perform the requirements of the contract. It is a contracting agency's responsibility, under Section 163(9) of the State Finance Law (SFL), to evaluate and make a determination of the responsibility of a prospective contractor. A responsibility determination, wherein the contracting agency determines that it has reasonable assurances that a vendor 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. Additionally, the State Comptroller must be satisfied that a proposed contractor is responsible before approving a contract award under Section 112 of the SFL.

The following factors are to be considered in making a responsibility determination:

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

Additional information concerning vendor responsibility may be found at the Office of the State Comptroller's (OSC) website: <http://nyosc3.osc.state.ny.us/agencies/gbull/b221.htm>.

Detailed interpretation of frequently asked questions regarding vendor responsibility may also be found at the OSC website: <http://www.osc.state.ny.us/vendrep/fags.htm>.

Attachment G contains the "Vendor Responsibility Questionnaire" for use by all applicants other than municipalities or other local governments. Each applicant should complete the Vendor Responsibility Questionnaire if appropriate and include it as part of the application being submitted. Awards will not be given to non-governmental applicants who do not complete the questionnaire.

F. Appendices

The following will be incorporated as appendices into any contract(s) resulting from this Request for Applications.

APPENDIX A Standard Clauses for all New York State Contracts

APPENDIX A-1 Agency Specific Clauses

APPENDIX A-2 Program Specific Clauses (if applicable)

APPENDIX B Budget

APPENDIX C Payment and Reporting Schedule

APPENDIX D Work plan

APPENDIX E Unless the CONTRACTOR is a political subdivision of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR'S insurance carrier and/or the Workers' Compensation Board of coverage for:

- Workers' Compensation, for which one of the following is incorporated into this contract as Appendix E-1:
 - Certificate of Workers' Compensation Insurance, on the Workers' Compensation Board form C-105.2 or the State Insurance Fund Form U-26.3 (naming the Department of Health, Corning Tower, Room 1315, Albany, NY 12237-0016), or
 - Affidavit Certifying That Compensation Has Been Secured, form SI-12 or GSI-105.2, or
 - Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, Form 100 or 101, completed for workers' compensation; and
- Disability Benefits coverage for which one of the following is incorporated into this contract as Appendix E-2:
 - Certificate of Insurance, Form DB-120.1, or
 - Notice of Qualification as Self Insurer Under Disability Benefits Law, Form DB-155, or
- Statement That Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage, Form 100 or 101, completed for disability benefits insurance.

APPENDIX F Biographical Sketch or Resume of All Key Personnel

NOTE: Do not include the Workers' Compensation and Disability Benefits forms with your application. These documents will be requested as a part of the contracting process should your agency receive an award.

Attachment D
Application Cover Sheet

Prevention of Childhood Overweight and Obesity
RFA #0601261256

Applications for each Part must be submitted separately.
Please complete a separate cover sheet for each Part of the application you are submitting.

PART A – Centers for Best Practices

- 1. Prenatal and Infancy
- 2. Early Childhood
- 3. School-age Children

PART B – School and Community Partnership Initiatives

- 1. Multi-year Grant
- 2. Mini Grant

PART C –Initiatives in Child Care Settings

- 1. Multi-year Grant
 - 2. Media use (single year)
-

Applicant Organization:

Applicant Mailing Address:

County:

Federal Tax ID#:

Charities Registration #:

Name of Contact Person:

Title:

Mailing Address:

Telephone:

Fax:

E-Mail:

Authorized Signatory for Contract:

Attachment E - Work Plan Format

Goal:					
Measurable Objective	Activities to Achieve this Objective	Timeframe	Evaluation Plan and Measures	Responsible Staff	Partners
Objective 1:					
Objective 2:					
Objective 3:					
Objective 4:					

Attachment F
Application Budget Format and Instructions

General Information

All expenses for your project must be in line item detail on the forms provided. New York State funded indirect costs may not exceed ten percent (10%) and must be fully itemized (i.e., space, utilities, etc.) and justified.

Budget Narrative/Justification Forms

Use Forms 1 and 3 to provide a justification/explanation for the expenses included in the Budget Request. The justification must show all items of expense and the associated cost that comprise the amount requested for each budget category (e.g., if your total travel cost is \$1,000, show how that amount was determined – conference, local travel, etc.) and, if appropriate, an explanation of how these expenses relate to the goals and objectives of the project.

Form 1 Personnel Services

Include a description for each position and the annual salary or rate per hour if non-salaried or if hourly, percentage of time spent on various duties where appropriate, on this form. Contracted or per diem staff is not to be included in personnel services; these expenses should be shown as consultant or contractual services under non-personnel services.

Form 2 Fringe Benefit Rate

Specify the components (FICA, Health Insurance, Unemployment Insurance, etc.) and their percentages comprising the fringe benefit rate, then total the percentages to show the fringe benefit rate used in the budget calculations. If different rates are used for different positions, submit a Form 2 for each rate and specify which positions are subject to which rate.

Form 3 Non-personnel Services

Any item of expense not applicable to the following categories must also be listed along with a justification of need.

Supplies and Materials – Provide a delineation of the items of expense and estimated cost of each item along with justification of their need.

Travel – Provide a delineation of the items of expense and estimated cost (i.e. travel costs associated with conferences, including transportation, meals, lodging, and registration fees) and estimated cost along with a justification need. Costs should be based upon the agency's applicable travel reimbursement policy.

Consultants/Per Diem/Contractual Services – Provide a justification of why each service listed is needed. Justification should include the name of the consultant or contractor, the specific service(s) to be provided, and the time frame for the delivery of services. The cost for each service should be fully justified.

Equipment – Delineate each piece of equipment and estimated cost along with a justification of need. Equipment costing less than \$500 should be included in the

Supplies and Materials category. Anticipated equipment purchases of \$500 or more should be included in the equipment line.

Budget:

Table A: Summary Budget

This table should be completed last and will include the total lines only from Table A-1 (Personnel Services) and Table A-2 (Non-personnel Services) and the Grand Total. As a check, Grand Total NYS should match your state grant request and Grant Total Third Party should match the total revenue estimate from Table C. Total expense = NYS request + 3rd Party + Other Sources. Other Sources may be in-kind, other grants, etc.

Table A-1: Personnel Services

Personnel, with the exception of consultants and per diems, contributing any part of their time to the project should be listed with the following items completely filled in (consultants and staff who are paid per diem should be shown as non-personnel services expense on Table A-2).

Title: The title given should reflect either a position within your organization or position on this project. More than one individual in a particular title may be listed together (e.g., Nurse Practitioner (2)).

Annual Salary: Regardless of the amount of time spent on this project, the total annual salary for each position should be given.

% FTE: The proportion of time spent on the project based on a full-time equivalent (FTE) should be indicated. One FTE is based on the number of hours worked in one week by salaried employees (e.g., 40 hour work week). To obtain % FTE, divide the hours per week spent on the project by the number of hours in a work week. For example, an individual working 10 hours per week on the project given a 40 hour work week has a % FTE = $10/40 = 0.25$ (show in decimal form).

of Months: Show the number of months out of 12 worked for each title. (If an employee works 10 months out of 12 months, the $10/12 = 0.833$. This ratio is part of the total expense calculations below.

Total Expense: Total expense can be calculated using the following method: (Total Annual Salary) x (% FTE) x (# of months worked/12 months) = Total Expense.

Fringe Benefits: The total fringe amount should be shown: (Sum of annual salaries total expense) x (fringe rate from Form 2 or the average fringe benefit rate if more than one rate is applicable).

TOTAL EXPENSE for salaries and fringe benefits must then be distributed between (1) NYS; (2) Third Party; and (3) Other Source as deemed appropriate. You may use any combination of these three categories for each line item, as long as the total expense = NYS + Third Party + Other Source. This is also applicable to Table A-2 as discussed below.

Table A-2: Non-personnel Services

All non-personnel services expenses should be listed regardless of whether or not funding for these expenses is requested from New York State. As with Table A-1, distribute total expense between NYS, Third Party and Other Source (specify other source).

Budget Narrative/Justification Attachment

Form 1
Personnel Services

Applicant: _____

Title	Incumbent	Description (B)

Page ___ of ___

Budget Narrative/Justification Attachment

Form 2
Fringe Benefits

Applicant: _____

Component	Rate
Total Fringe Benefit Rate (c)	

Page ___ of ___

Budget Narrative/Justification Attachment

Form 3
Non-Personnel Services

Applicant: _____

Item	Cost	Description

Operating Budget and Funding Request
Table A

Grant Period: _____

Applicant: _____

	Total Expenses This Contract	Amount Requested from NYS	Other Source	Specify Other Source
Personnel Services				
Subtotal Non- Personnel Services				
Grand Total				

Operating Budget and Funding Request

Table A-1
Personnel Services

Grant Period: _____

Applicant: _____

Personnel Services	Budgeted Salary	Budgeted Full-Time Annualized Salary	# of Months	% FTE Annual	Total Expenses	Amount Requested from NYS	Other Source	Specify Other Source
Fringe Benefits ____%								
Subtotal Personnel Services								

Operating Budget and Funding Request
Table A-2

Grant Period: _____

Applicant: _____

Non-Personnel Services	Total Expenses This Contract	Amount Requested from NYS	Other Source	Specify Other Source
GRAND TOTAL				

Attachment G – Vendor Responsibility Questionnaire

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR <input type="checkbox"/> SUB-CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FILED:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. PRIMARY PLACE OF BUSINESS IN NEW YORK STATE IS: <input type="checkbox"/> Owned <input type="checkbox"/> Rented If rented, please provide landlord's name, address, and telephone number below:		13. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail	
14. VENDOR'S BUSINESS ENTITY IS (please check appropriate box and provide additional information):			
a) <input type="checkbox"/> Business Corporation	Date of Incorporation	State of Incorporation*	
b) <input type="checkbox"/> Sole Proprietor	Date Established		
c) <input type="checkbox"/> General Partnership	Date Established		
d) <input type="checkbox"/> Not-for-Profit Corporation	Date of Incorporation	State of Incorporation* Charities Registration Number	
e) <input type="checkbox"/> Limited Liability Company (LLC)	Date Established		
f) <input type="checkbox"/> Limited Liability Partnership	Date Established		
g) <input type="checkbox"/> Other – Specify:	Date Established	Jurisdiction Filed (if applicable)	
* If not incorporated in New York State, please provide a copy of authorization to do business in New York.			
15. PRIMARY BUSINESS ACTIVITY - (Please identify the primary business categories, products or services provided by your business)			
16. NAME OF WORKERS' COMPENSATION INSURANCE CARRIER:			
17. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS AND THE THREE OFFICERS WHO DIRECT THE DAILY OPERATIONS OF THE VENDOR (Attach additional pages if necessary):			
a) NAME (print)	TITLE	b) NAME (print)	TITLE
c) NAME (print)	TITLE	d) NAME (print)	TITLE

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE CONTRACTING AGENCY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

<p>18. Is the vendor certified in New York State as a (check please):</p> <p><input type="checkbox"/> Minority Business Enterprise (MBE)</p> <p><input type="checkbox"/> Women's Business Enterprise (WBE)</p> <p><input type="checkbox"/> Disadvantaged Business Enterprise (DBE)?</p> <p>Please provide a copy of any of the above certifications that apply.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>19. Does the vendor use, or has it used in the past ten (10) years, any other Business Name, FEIN, or D/B/A other than those listed in items 2-4 above? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>20. Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as:</p> <p>a) An elected or appointed public official or officer? List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service.</p> <p>b) A full or part-time employee in a New York State agency or as a consultant, in their individual capacity, to any New York State agency? List each individual's name, business title or consulting capacity and the New York State agency name, and employment position with applicable service dates.</p> <p>c) If yes to item #20b, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the contracting agency? List each individual's name, business title or consulting capacity and the New York State agency name, and consulting/advisory position with applicable service dates. List each contract name and assigned NYS number.</p> <p>d) An officer of any political party organization in New York State, whether paid or unpaid? List each individual's name, business title or consulting capacity and the official political party position held with applicable service dates.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

<p>21. Within the past five (5) years, has the vendor, any individuals serving in managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate¹ or any person involved in the bidding or contracting process:</p> <p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on a New York State contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination for violations of:</p> <p>1. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law;</p> <p>2. state or federal environmental laws;</p> <p>3. unemployment insurance or workers' compensation coverage or claim requirements;</p> <p>4. Employee Retirement Income Security Act (ERISA);</p> <p>5. federal, state or local human rights laws;</p> <p>6. civil rights laws;</p> <p>7. federal or state security laws;</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

<p>8. federal Immigration and Naturalization Services (INS) and Alienage laws; 9. state or federal anti-trust laws; or 10. charity or consumer laws? For any of the above, detail the situation(s), the date(s), the name(s), title(s), address(es) of any individuals involved and, if applicable, any contracting agency, specific details related to the situation(s) and any corrective action(s) taken by the vendor.</p>
<p>22. In the past three (3) years, has the vendor or its affiliates¹ had any claims, judgments, injunctions, liens, fines or penalties secured by any governmental agency? <input type="checkbox"/> Yes <input type="checkbox"/> No Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>
<p>23. Has the vendor (for profit and not-for profit corporations) or its affiliates¹, in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances? <input type="checkbox"/> Yes <input type="checkbox"/> No Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.</p>
<p>24. Is the vendor exempt from income taxes under the Internal Revenue Code? <input type="checkbox"/> Yes <input type="checkbox"/> No Indicate the reason for the exemption and provide a copy of any supporting information.</p>
<p>25. During the past three (3) years, has the vendor failed to:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <input type="checkbox"/> Yes <input type="checkbox"/> No Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</p> <p>b) file returns or pay New York State unemployment insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</p>
<p>26. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates¹ within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing? <input type="checkbox"/> Yes <input type="checkbox"/> No Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>

27.	<p>Is the vendor currently insolvent, or does vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	
28.	<p>Has the vendor been a contractor or subcontractor on any contract with any New York State agency in the past five (5) years? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.</p>	
29.	<p>In the past five (5) years, has the vendor or any affiliates¹:</p> <ul style="list-style-type: none"> a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded; b) received an overall unsatisfactory performance assessment from any government agency on any contract; or c) had any liens or claims over \$25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days ? <p>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

State of:)) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- § has not altered the content of the questions in the questionnaire in any manner;
- § has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- § has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- § is knowledgeable about the submitting vendor's business and operations;
- § understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- § is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business	Signature of Owner/Officer _____
Address	Printed Name of Signatory
City, State, Zip	Title

Sworn to before me this _____ day of _____, 20____;

Notary Public

Print Name

Signature

Date