

**New York State Department of Health**  
*Obesity Prevention Program*

**Request for Applications**

*Obesity Prevention in Pediatric Health Care Settings*

**RFA # 0907231100**

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*KEY DATES*

<b>RFA Release Date</b>	<b>11/15/10</b>
<b>Questions Due</b>	<b>12/6/10</b>
<b>RFA Updates Posted</b>	<b>12/22/10</b>
<b>Applications Due</b>	<b>1/28/11</b>
<b>DOH Contact Name &amp; Address:</b> Sherry Brown Obesity Prevention Program NYS Department of Health 150 Broadway, Riverview Center, Rm. 350 Menands, NY 12204	

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## **I. Introduction**

### **A. Description of Program**

The New York State Department of Health Obesity Prevention Program (NYS OPP) is seeking applications from eligible institutions to provide training and technical assistance to health care organizations and primary care practices serving children and adolescents. This initiative seeks to ensure that pediatric care is delivered in concordance with the American Medical Association's *Expert Committee Recommendations for the Assessment, Prevention and Treatment of Child and Adolescent Overweight and Obesity* (see link on page 7). This application will focus on the assessment and prevention components of the *Expert Committee Recommendations*. Funds from this Request for Applications (RFA) will not be used to provide direct medical services or duplicate or supplant existing funds.

Funded institutions will work with health care provider organizations and primary care practices to provide clinical expertise, training, technical assistance and consultation through a variety of approaches including the following:

- Clinician and Office Staff Training
- Health Care Systems Change & Technical Assistance
- Project Evaluation and Reporting

Funded institutions will also support the statewide strategic implementation of the *Expert Committee Recommendations for the Assessment, Prevention and Treatment of Child and Adolescent Overweight and Obesity* through collaboration and planning activities in consultation with the NYS OPP.

It is anticipated that total funding for this initiative is approximately \$900,000 annually for up to five years and that up to nine contracts will be awarded.

Funding for each contract will be determined by the scope of work being proposed, the quality and cost-effectiveness of the application content, the geographic area the applicant proposes to serve, and the availability of funding. For a breakdown of the proposed funding for each geographic area, refer to page 10 in this RFA.

### **B. Background**

Preventing obesity is one of the most important public health actions that can be taken to improve the health of New Yorkers. Physical inactivity and poor nutrition are the second leading preventable cause of morbidity and mortality in the United States and New York, and may soon

overtake tobacco as the leading cause of death. Nationally, over 66 million adults and 12.5 million children and adolescents age 2 – 19 years were obese in 2003-04, at a cost of \$117 billion in annual health care expenditures. In New York, 25.5% of adults and approximately 22-24% of elementary school children are obese. Obesity is a risk factor for many common debilitating diseases and conditions, including: heart disease, hypertension, diabetes, cancer, arthritis, sleep apnea, respiratory problems, and reproductive complications.

Overweight and obesity disproportionately affect certain population subgroups, including racial/ethnic minorities and persons with disabilities. High-risk groups must be reached to address these disparities. In New York, overweight and obesity are more prevalent among non-Hispanic black (68.1%) and Hispanic (66.9%) adults than among non-Hispanic white adults (61%) and are more prevalent among adults with disabilities (74.4%) than among those without disabilities (59%). In the US, 18.3% of non-Hispanic black and 16.6% of Hispanic adolescents are obese compared to 10.8% of non-Hispanic white adolescents (2007 YRBS). Twelve percent of the school-age population has one or more disabilities. Children and adolescents who have one or more disabilities are more likely to be obese than their peers without disabilities (16.7% vs. 12.8%, respectively; 2005 YRBS).

The New York State Department of Health (NYSDOH), Obesity Prevention Program (NYS OPP) envisions each New Yorker achieving and maintaining a healthy weight. The program works to reduce the prevalence of overweight and obesity and the burden of obesity-related diseases by improving dietary behaviors and increasing physical activity. This mission is achieved through statewide and community action to change:

- community, school, day care, after-school care and worksite environments
- health care initiatives to promote age appropriate screening for overweight and obesity and behaviorally focused counseling
- health communications to educate community members and decision makers about the public health threat of obesity and the evidence-informed strategies to prevent and reduce obesity
- surveillance and evaluation to monitor program progress and improve program quality
- statewide coordination to maximize cost efficient use of resources to accomplish program goals.

The NYS OPP is funded annually through a state appropriation of \$3.7 million and a grant from the federal Centers for Disease Control and Prevention (CDC) of \$1 million. The NYS OPP is one of 23 states funded by the CDC's Division of Nutrition, Physical Activity and Obesity Prevention. The state's program was established in 2003 and built on the collaborative, cross-cutting, and existing infrastructure of state and community programs funded by the state and the CDC. The NYS OPP is accountable for the wise investment of both state and federal dollars and must meet specified performance standards for each funder and in turn holds contractors accountable for meeting specific program goals and objectives.

The NYS OPP is implemented through statewide and community programs directed and

managed by staff at the NYSDOH. The *New York State Strategic Plan for Overweight and Obesity Prevention* (Strategic Plan) serves as a blueprint to guide all of the state's and NYS OPP's prevention efforts in the following target settings/sectors: schools, day care and after-school care settings, worksites, communities, the health care sector and homes. The Strategic Plan constitutes the Program's road map and is developed, updated and revised with input from national, state, and local partners. The Strategic Plan prioritizes action on behalf of children and sustainable systems change to counter "obesigenic environments" or environments where healthy options are not available, accessible or affordable. Contractors that receive funding from the NYS OPP agree to advance the goals, objectives and strategies laid out in the Strategic Plan and the guidance documents of the CDC's Division of Nutrition, Physical Activity and Obesity Prevention. Contractors that receive funding agree to invest state funds efficiently to achieve the maximum prevention and reduction of obesity.

The NYS OPP uses a multi-pronged, evidence-informed strategic approach by coordinating efforts to promote environmental and policy change to target six key behaviors identified by the CDC:

- 1) increase physical activity;
- 2) increase the consumption of fruits and vegetables;
- 3) decrease the consumption of sugar sweetened/sweet beverages;
- 4) increase breastfeeding initiation, duration and exclusivity;
- 5) reduce the consumption of high energy dense foods; and
- 6) decrease television viewing.

The NYS OPP seeks to reduce the prevalence of overweight and obesity through:

**Statewide and community action** to change the community environment to support healthful eating and physical activity and increase awareness of the public health threat of obesity in target settings and sectors. A key outcome of the NYS OPP's community mobilization strategy is the adoption and effective implementation of local and statewide policies that permanently change the built environment and facilitate social and cultural changes to make the healthful choice the easy choice and the norm for all New Yorkers.

**Health communication** to increase awareness of the public health threat of obesity and educate community members and decision makers about the benefits of engaging in the six target behavioral strategies. A key outcome of the NYS OPP's health communication strategy is to educate community members and decision makers who will support effective obesity prevention policies and take action towards implementing community changes to support easily accessible physical activity, healthful eating, breastfeeding, and screen time reduction.

**Health care initiatives** to increase provider's early recognition of excess weight gain among pregnant women, children and adolescents. Key outcomes of NYS OPP's health care initiatives are systems changes which ensure that all patients, regardless of race, ethnicity or disability, receive guideline-concordant assessment for obesity, preventive

counseling and treatment, and adoption of policies and implementation of training programs for providers to develop and enhance the skills necessary to help families engage in health promoting behaviors.

The NYS OPP is supported by surveillance and evaluation activities to monitor program progress and impact, and by program administration which builds and maintains an effective obesity prevention infrastructure. The program provides technical assistance and guidance, and manages the effective and efficient investment of state obesity prevention funding. The NYS OPP strives to contribute to the science of obesity prevention through surveillance and evaluation of program, policy and legislative initiatives and dissemination of program findings.

Many activities are implemented through statewide programs and grants and contracts with community organizations. Additional background on key program components is located in Attachment 10.

### **C. Need for Project**

Overweight and obesity have been shown to be under-identified in child and adolescent populations nationally, and screening using BMI and BMI percentiles is limited. BMI screening rates among adolescents in Medicaid Managed Care in New York State in 2007 were reported to be only 39% statewide. Children are more likely to have their obesity addressed, counseling offered, co-morbid diagnoses screened and to be referred for treatment, if indicated, if weight status is specifically documented in medical records. Early recognition of overweight and obesity may lead to preventive interventions which decrease rate of weight gain and prevalence of overweight and obesity.

While programs to address childhood obesity are most effective if implemented prior to adolescence, obesity prevention efforts can be targeted to multiple child developmental stages, including interventions to address maternal health status and breastfeeding promotion. The American Academy of Pediatrics (AAP) recommends that interventions for prevention of childhood obesity be based on components of the chronic care model, and target all components of the model.

Health care providers have an opportunity and an expectation to assess child growth and to screen for excessive weight gain, assess the status of health behaviors and assist their patients and their patient's families with engaging in health promoting behaviors. Only one of two children and adolescents in New York State visits a health care provider for a well care visit each year. Of visits covered by managed care plans, less than 50% include obesity screening, which is inconsistent with recommended guidelines and represents missed opportunities to help patients and their families. Health care provider organizations and primary care practices should have health care delivery systems in place to facilitate and routinize obesity screening and behaviorally focused counseling. Health care provider organizations and primary care practices should also have adequate ability to ensure appropriate screening and counseling of racial and ethnic groups as well as children with disabilities and their families. Guidelines for assessment

and prevention are described in the American Medical Association's *Expert Committee Recommendations on the Assessment, Prevention and Treatment of Child and Adolescent Overweight and Obesity*. An implementation guide for the *Expert Committee Recommendations* is available from the National Initiative for Children's Healthcare Quality.

If implemented, the *Expert Committee Recommendations* (described below) ensure that all pediatric and adolescent patients are screened for obesity, asked about their food and beverage intake, physical activities and TV/media use, assessed for readiness to change, and provided with age-, culturally-, and developmentally-appropriate anticipatory guidance and/or treatment.

### ***The 2007 Expert Committee Recommendations on the Assessment, Prevention and Treatment for Child and Adolescent Overweight and Obesity***

An Expert Committee convened by the American Medical Association (AMA) and co-funded in collaboration with the U.S. Department of Health and Human Services' Health Resources and Services Administration and the CDC, began meeting in early 2005 to study the scientific data on the assessment, prevention and treatment of overweight and obese children. On June 8, 2007, the committee, made up of representatives from fifteen professional health organizations, released a list of 22 recommendations for health care professionals who provide obesity care. Recommendations include annual assessment for obesity for children aged 2 to 18 years using Body Mass Index (BMI) percentiles and the provision of anticipatory guidance through evidence based messaging regarding nutrition, physical activity and screen time, and office-based follow-up for children who are assessed as overweight or obese.

The list of Recommendations is available at:

[http://www.ama-assn.org/ama1/pub/upload/mm/433/ped\\_obesity\\_recs.pdf](http://www.ama-assn.org/ama1/pub/upload/mm/433/ped_obesity_recs.pdf)

The National Initiative for Children's Healthcare Quality's Expert Committee Recommendations Implementation Guide is available at:

[www.ihs.gov/nonmedicalprograms/dirinitatives/documents/coan%20implementation%20guide%20dr.%20scott%20gee.doc](http://www.ihs.gov/nonmedicalprograms/dirinitatives/documents/coan%20implementation%20guide%20dr.%20scott%20gee.doc) or directly from the NICHQ, Childhood Obesity Action Network website (free registration required):

[http://www.nichq.org/online\\_communities/coan/papers\\_publications.html](http://www.nichq.org/online_communities/coan/papers_publications.html)

Expert Committee members developed four articles exploring the evidence-based science forming the basis of the recommendations. The articles are available at:

[http://pediatrics.aappublications.org/content/vol120/Supplement\\_4/](http://pediatrics.aappublications.org/content/vol120/Supplement_4/)

Through the *Expert Committee Recommendations*, the AMA has established a standard of care for pediatric and adolescent patients. The NYSDOH seeks organizations to work with health care provider organizations and primary care practices in the community to establish and maintain systems of care concordant with the 2007 *Expert Committee Recommendations*.

## **II. Who May Apply**

### **A. Eligibility Requirements**

Eligible applicants include local government agencies and nonprofit organizations such as: educational institutions, hospitals, insurers, professional organizations, local health departments and other nonprofit agencies in NYS with experience and expertise in the administration of health care delivery systems and in the provision of training and technical assistance to clinical staff. To be eligible to apply, an applicant must be an established organization located within the catchment area to be served (catchment areas are listed on pages 9-10). Applicants must demonstrate 1) the financial and administrative capacity to manage a state contract; and 2) the technical expertise to successfully implement the full range of activities outlined in this RFA.

The applicant must be both the fiscal agency and the lead agency responsible for implementing the work of the Obesity Prevention in Pediatric Health Care Settings initiative. Applicants may subcontract components of the scope of work, but it is expected that the applicant retain a majority of the work (in dollar value) within the applicant organization. For those applicants that propose subcontracting, it is preferable to identify subcontracting agencies during the application process. Applicants that plan to subcontract are expected to state in the application the specific components of the scope of work to be performed through subcontracts.

Eligible applicants must have no affiliation or contractual relationship with any tobacco company, its affiliates, its subsidiaries or its parent organization. All applicants must include Attachment 12 verifying that they have or will develop and implement a no tobacco policy within one year of the contract start date. The bidder's written policy should 1) prohibit acceptance of tobacco company gifts, grants, contracts, financial support and in-kind support, and other relationship; and 2) establish a 100% tobacco free facility including outdoor areas under control of the bidder.

Eligible applicants must have in place, or develop and implement within one year of the contract start date, a comprehensive healthy foods policy for their organization, including use of healthy meeting guidelines. If an applicant does not provide food on-site for staff or visitors (e.g., has no cafeteria, vending machines, store, etc, under its or its organization's control), the applicant must have in place or develop and implement within one year of the contract start date healthy meeting guidelines, which establish that healthy foods will be provided at all organization-sponsored meetings and events where foods or beverages are offered. Applicants must complete Attachment 13 stating that they have or will develop and implement such policies.

Agency commitment to the program is essential. Agency commitment can be demonstrated by a well designed and planned program that addresses issues such as: having clear criteria for hiring appropriately qualified professional staff, appropriate salaries, support for staff training, adequate supervision of professional staff, up-to-date knowledge of obesity prevention-related activities, and documentation of executive level support for the program. Applicants are required to demonstrate their ability to provide the scope of work described in this RFA in health care

environments including primary care settings within the catchment area.

Because the majority of children and adolescents will visit primary care clinicians, the contractor is required to demonstrate effective capacity to work within and provide training to this segment of the health care community. Applicants are also expected to engage primary health care settings serving children and adolescents from low-income households, diverse racial and ethnic backgrounds, and the potential range of disabling conditions. In order to be funded, applicants should demonstrate at least a five-year history in the provision of training and technical assistance regarding the design and implementation of health care systems which support health behavior risk reduction.

Applicants should also demonstrate a significant reach into the health care community within the catchment area within the last five years. Applicants are encouraged to provide written agreements with local health care institutions that clearly indicate a commitment to collaborate in establishing services consistent with the full range of care described in the *Expert Committee Recommendations*. Health care institutions include hospitals, community health centers, insurers, physician groups, and private physician practices.

Preference will be given to applicant organizations able to demonstrate:

- evidence of participation in training on child and adolescent overweight and obesity prevention, assessment and treatment and quality improvement practices in primary care settings
- successful application for funds to carry out activities that seek to promote individual and community health and to prevent the incidence of obesity and other chronic diseases

Preference will be given to applicants who cite published and peer-reviewed research demonstrating that the activities the applicant organization and/or its partners propose to carry out with funds from this RFA are effective.

## **B. Catchment Areas and Estimated Funding**

The NYSDOH recognizes four regions within the state: the metropolitan region, capital region, central region and western region. Catchment areas include all 62 counties in NYS. Agencies may apply to serve more than one catchment area. In this case, an application must be submitted separately for each catchment area. Applicants are required to demonstrate how they will serve the entire catchment area; catchment areas cannot be divided.

The 57 upstate counties of New York are subject to the 2007 amendment to NYS Education Law Sections 903 and 904. This amendment requires licensed health care providers to report BMI and weight status category, based on sex-specific BMI-for-age percentile, on Student Health Certificate/Appraisal forms, which are required for students attending public schools. The five boroughs of New York City are exempt from NYS Education Law Sections 903 and 904.

Up to nine contracts will be awarded. The estimated annual funding amount per contract is \$100,000. Contracts will be awarded to the highest scoring applicants in each region based on the following distribution: three awards in the metropolitan region, and two awards each in the capital, central and western regions.

<b>Region</b>	<b>Catchment Area Counties</b>	<b>Number of Awards by Region*</b>
Metropolitan	Bronx	3
	Kings	
	New York	
	Richmond	
	Queens	
	Nassau, Suffolk	
	Orange, Putnam, Rockland, Westchester	
	Dutchess, Sullivan, Ulster	
Capital	Clinton, Essex, Franklin, Hamilton	2
	Fulton, Montgomery, Saratoga, Warren, Washington	
	Albany, Columbia, Delaware, Greene, Otsego, Rensselaer, Schenectady, Schoharie	
Central	Broome, Chenango, Cortland, Tioga, Tompkins	2
	Herkimer, Madison, Oneida,	
	Cayuga, Onondaga, Oswego,	
	Jefferson, Lewis, St. Lawrence	
Western	Allegany, Cattaraugus, Chautauqua, Wyoming	2
	Erie, Genesee, Niagara, Orleans,	
	Monroe, Livingston, Ontario, Seneca, Wayne	
	Chemung, Schuylar, Steuben, Yates	

\* In the event that there is not a passing score or any applicants in any of the regions, the Department reserves the right to award the next highest scoring applicant in any region. If additional funding becomes available for this initiative, additional projects will be funded. Any additional awards will be made to the next highest scoring applicant in any region.

### **III. Project Narrative/Work Plan Outcomes**

The purpose of this RFA is to ensure that the care delivered to children and adolescents by health care provider organizations (HCPOs) and primary care practices (PCPs) is in concordance with the *Expert Committee Recommendations on the Assessment, Prevention and Treatment of Child and Adolescent Overweight and Obesity*. Successful applicants within the regions will be funded to recruit and support local health care provider organizations and primary care practices in enhancing the delivery and quality of child and adolescent obesity assessment, preventive counseling and office-based follow-up. Applicants funded under this RFA will provide outreach,

technical assistance, training, quality improvement monitoring and other support needed to achieve and sustain improvements in health care systems and provider practices concordant with the *Expert Committee Recommendations*.

## **A. Project Deliverables**

### **Clinician and Office Staff Training**

Funded agencies will provide education and training to health care providers and office staff to:

- Develop and enhance the knowledge and skills necessary to conduct child and adolescent overweight and obesity assessment, to offer preventive counseling and to provide office-based follow-up. Examples of skill development include but are not limited to:
  - training in the use of BMI screening tools
  - assessing and interpreting diet, physical activity and television viewing
  - training in the use of client-centered directive counseling methods to support behavior change such as reflective listening or motivational interviewing
  - training to ensure cultural competence and to address children and adolescents with disabilities
- Utilize office systems designed to ensure that the delivery of pediatric and adolescent health care services is concordant with the *Expert Committee Recommendations*.
- Develop and implement quality improvement and monitoring documentation tools and systems, patient registry and other reminder/decision support tools.

The funded applicant will recruit health care providers to receive skills training on appropriate intervention strategies and the latest science concerning overweight and obesity prevention and treatment. Contractors should consider using multiple approaches and venues for skills training including, but not limited to, medical office detailing, and professional meetings/conferences.

Consideration should be given to reaching the range of health care professionals and office staff who may be engaged in the delivery of obesity prevention and treatment services (physicians, medical assistants, licensed professional nurses, registered nurses, nurse practitioners, physician assistants, registered dietitians, etc.)

### **Health Care Systems Change**

Successful contractors will conduct outreach within the catchment area to recruit and engage HCPOs and PCPs in developing and implementing systems and policies to ensure that the delivery of services is concordant with the *Expert Committee Recommendations*. Recruitment should give priority to HCPOs/PCPs that serve low-income populations,

racial and ethnic minorities, and persons with disabilities, to ensure that these high-risk patient populations are included. The contractor should obtain documentation from each HCPO/PCP recruited indicating their commitment to accomplish specified activities. The extent and time frame of the work to be accomplished with each HCPO/PCP will be based on assessed needs and the organization's potential for implementing systems change. Applicants should define how HCPOs/PCPs will be prioritized to maximize reach during the first contract year. Additional cohorts of HCPOs/PCPs should be recruited in years 2-5.

Baseline policies and procedures of participating HCPOs/PCPs should be assessed according to the following components adapted from the National Initiative for Children's Healthcare Quality's Implementation Guide for the *Expert Committee Recommendations* (see link on page 7):

**1) Obesity Prevention at Well Child and Adolescent Preventive Health Care Visits: Assessment & Prevention**

- a. Use sex-specific BMI-for-age percentile to screen for overweight and obesity
- b. Document weight status category
- c. Measure blood pressure
- d. Obtain focused family history of obesity, type 2 diabetes, cardiovascular disease, early deaths from heart disease or stroke
- e. Conduct focused review of systems
- f. Assess behaviors and attitudes towards diet, physical activity, television viewing, self-perception or concern about weight, readiness to change, success, barriers and challenges
- g. Perform a thorough physical examination
- h. Order appropriate laboratory tests
- i. Deliver consistent, evidence-informed messages to all youth and their families, regardless of weight status that are age-, developmentally, and culturally-appropriate
- j. Counsel on behavior change, ensuring messages are appropriately tailored for children with disabilities.

**2) Prevention Plus Visits**

- a. Develop an office based approach for follow-up of overweight and obese youth

- b. Use motivational interviewing or other client-centered, directive behavior change counseling methods
- c. Develop a reimbursement strategy for Prevention Plus visits

Using the findings of the baseline assessment of policies and procedures and with technical assistance from the contractor, each HCPO/PCP should develop a written policy and procedure plan that outlines how practices will: 1) integrate overweight and obesity assessment and evidence-informed behavioral guidance into all well child and adolescent preventive health care visits; 2) conduct office-based follow-up counseling and treatment of overweight and obese children and adolescents; 3) identify, evaluate and refer overweight and obese children and adolescents as necessary; and 4) ensure that children with disabilities and those from diverse racial and ethnic groups will receive the same services delivered in an appropriate and effective manner. Contractors will provide technical assistance to HCPO and PCP staff within the catchment area to implement the policy and procedure plans. Contractors will also ensure that technical assistance provided to clinician and office staff reflects consideration of children and adolescents with disabilities and those from diverse racial and ethnic groups in the delivery of these services.

Activities to implement policy and procedure plans through health care systems change may include, but are not limited to:

- Conduct baseline chart audits to assess current practice, and review of current policies and procedures; conduct periodic chart reviews and audits to monitor system improvements and to identify additional training/technical assistance needs.
- Provide training and technical assistance for the development and implementation of policies, procedures and practices that support child and adolescent overweight and obesity assessment, counseling, office-based follow-up and referral systems.
- Provide training and technical assistance to improve health care delivery system design that delineates staff roles and responsibilities, integrates decision supports and promotes the use of clinical information systems.
- Work with providers and office staff to develop and implement quality improvement processes.

### **Partnership Building, Systems Implementation and Maintenance**

Each year of the five-year funding cycle, funded contractors are expected to reach and work with HCPOs and PCPs in their designated catchment areas in three distinct phases: Recruitment and expansion, Systems Change and Maintenance. All three phases must be synergistically aligned within the proposed project.

- Recruitment and expansion of health care sites must be ongoing throughout the

life course of the grant cycle.

- All health care sites must receive ongoing training and technical assistance to achieve systems change. This phase requires that funded contractors provide the necessary training and technical assistance for systems change within the partner HCPO/PCP sites.
- Ongoing maintenance-level training and technical assistance must be provided to those health care sites that have changed their systems, are screening all of their pediatric and adolescent patients for overweight and obesity, and are providing preventive counseling and office-based follow-up. This level of technical assistance seeks to sustain the systems change over time. Activities in this phase may include building accountability for systems maintenance into staff performance measures.

### **Evaluation and Reporting**

Funded organizations will be expected to dedicate contract funds and resources to meet evaluation deliverables. Evaluation deliverables include:

- Report on a quarterly basis:
  - HCPO/PCP recruitment
  - the provision of technical assistance and skill development training
  - the development and dissemination of materials and other activities undertaken to support HCPO/PCP health system change implementation and quality improvement strategies
- Conduct program evaluation projects which measure the type of health care system change occurring in HCPOs/PCPs as well as the impact of the health care system change on child and adolescent overweight and obesity assessment, counseling, office-based follow-up and referral practices.

Funded organizations are expected to collaborate with the HCPOs/PCPs they recruit to develop HCPO/PCP capacity to measure and report on child and adolescent overweight and obesity assessment, counseling, office-based follow-up and referral practices. Staff from funded organizations must consult with NYSDOH evaluation specialists on the design and selection of evaluation methods and data collection instruments and participate in NYSDOH evaluation trainings. Data collected on child and adolescent overweight and obesity assessment, counseling and office-based follow-up practices and systems will be informed by HEDIS® measures for child and adolescent overweight and obesity assessment and counseling on nutrition and physical activity offered during well child and adolescent preventive health care visits (<http://www.ncqa.org/tabid/661/Default.aspx>). The NYSDOH's Institutional Review Board must approve research and evaluation protocols involving human subjects.

### **State and Regional Capacity Building, Collaboration and Planning**

Funded agencies will utilize knowledge of HCPOs and PCPs needs and the *Expert*

*Committee Recommendations* to contribute to the development of resources and services at the state and regional level including:

**Community Resource Strategies**

- Network with local health departments and groups implementing nutrition, physical activity and obesity prevention programs/interventions in the region so that HCPOs/PCPs are able to refer patients and their families to existing community resources for the purpose of improved self-management of obesity and/or obesity-related health conditions. A list of obesity statistics and prevention activities by county is available at:  
<http://www.health.state.ny.us/statistics/prevention/obesity/index.htm>

**Health Care Systems Development**

- Work with other contractors and the NYSDOH to develop and disseminate materials and methods that support HCPO/PCP systems change, provider/office staff skill development, and patient care concordant with the *Expert Committee Recommendations*.

**B. Administration of the Grant**

**The funded agency will:**

- Either be tobacco free, including facility campuses and property under the control of the applicant, or submit with the application a letter of commitment to develop and implement such a tobacco-free policy within one year of the contract start date.
- Either have in place, or develop and implement within one year of the contract start date, a comprehensive healthy foods policy for their organization, including use of healthy meeting guidelines.
- Identify a Principal Investigator to oversee the operations of the contract.
- Appoint a Project Coordinator who has expertise in recruiting health care provider organizations and primary care practices serving pediatric and adolescents, in providing training and technical assistance to clinical staff and who has appropriate credentials, education and experience to carry out the duties of the position. Common terms used to describe key candidates may include sociable, out-going, self-motivated, persistent, and enthusiastic with highly effective communication skills.
- Provide qualified staff in sufficient numbers to carry out the deliverables of this RFA.
- Provide timely start-up of grant-funded activities and fill vacant staff positions in a timely manner.

- Annually, the Project Coordinator and appropriate staff will attend at least one face-to-face meeting in Albany, and participate in technical assistance calls and work group conference calls as necessary. In addition, appropriate staff will attend all training as required by the Department.
- Collaborate with the other Obesity Prevention in Health Care Settings funded contractors and the NYSDOH in developing and disseminating resources and materials to be used statewide in implementation of office systems change, trainings and guideline concordant care.
- Collaborate with local health departments and regional nutrition, physical activity and obesity prevention programs/interventions supported by the NYSDOH.
- Ensure that quarterly data reports are on time and reflect the progress being made on the work plan deliverables.
- Submit all contracts and workplans on time, submit vouchers in accordance with the contract, and administer all fiscal requirements of the contract in a timely and efficient manner.
- Provide end-of-the-year reports on accomplishments and progress made toward work plan outcomes in a timely and efficient manner.
- Provide other reports as required by the NYS OPP.

**Funds from this RFA will not be used to:**

- Provide direct medical services
- Duplicate or supplant existing funds

**IV. Administrative Requirements**

**A. Issuing Agency**

This RFA is issued by the NYS Department of Health, Division of Chronic Disease and Injury Prevention, Bureau of Community Chronic Disease Prevention, Obesity Prevention Program (NYS OPP). The department is responsible for the requirements specified herein and for the evaluation of all applications.

**B. Question and Answer Phase:**

All substantive questions must be submitted in writing to:

Kyle Restina, Program Coordinator  
Obesity Prevention Program  
New York State Department of Health  
150 Broadway, Riverview Center, Rm. 350  
Menands, NY 12204  
[preventingobesity@health.state.ny.us](mailto:preventingobesity@health.state.ny.us)

To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers. Written questions must be received by the date posted on the cover of this RFA.

Questions of a technical nature can be addressed in writing or via email with “Pediatric” in the subject line by contacting:

Sherry Brown  
Obesity Prevention Program  
New York State Department of Health  
150 Broadway, Riverview Center, Rm. 350  
Menands, NY 12204  
[preventingobesity@health.state.ny.us](mailto:preventingobesity@health.state.ny.us)  
Telephone: (518) 408-5126

**Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.**

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.

This RFA has been posted on the Department of Health's public website at: <http://www.health.ny.gov/funding/>. Questions and answers, as well as any updates and/or modifications, will also be posted on the Department of Health's website. All such updates will be posted by the date identified on the cover sheet of this RFA.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions), please complete and submit a letter of interest (see attachment 2). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing update information.

Submission of a letter of interest is not a requirement for submitting an application.

**C. Applicant Conference**

An Applicant Conference will not be held for this project.

**D. How to file an application**

Applications must be **received** at the following address by the date and time posted on the cover sheet of this RFA. Late applications will not be accepted \*.

Sherry Brown  
Obesity Prevention Program  
New York State Department of Health  
150 Broadway, Riverview Center, Rm. 350  
Menands, NY 12204

Applicants shall submit (1) original, signed application and (3) copies. The original should be clearly marked "ORIGINAL." Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications will not be accepted via fax or e-mail.

\* It is the applicant's responsibility to see that applications are delivered to the address above prior to the date and time specified. Late applications due to a documentable delay by the carrier may be considered at the Department of Health's discretion.

**E. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO**

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.

7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Conduct contract negotiations with the next responsible applicant, should the Department be unsuccessful in negotiating with the selected applicant.
13. Utilize any and all ideas submitted with the applications received.
14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.
15. Waive or modify minor irregularities in applications received after prior notification to the applicant.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's application and/or to determine an offerer's compliance with the requirements of the RFA.
17. Negotiate with successful applicants within the scope of the RFA in the best interests of the State.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. Award grants based on geographic or regional considerations to serve the best interests of the state.

**F. Term of Contract**

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

It is expected that contracts resulting from this RFA will have a five-year time period: October 1, 2011 through September 30, 2016. Contracts will begin with an initial 18-

month term from October 1, 2011 through March 31, 2013 with two, one-year renewals (April 1, 2013 through March 31, 2014 and April 1, 2014 through March 31, 2015) and a final 18-month term from April 1, 2015 through September 30, 2016.

**G. Payment & Reporting Requirements of Grant Awardees**

1. The State (NYS Department of Health) may, at its discretion, make an advance payment to not for profit grant contractors in an amount not to exceed 25 percent.
2. The grant contractor will be required to submit quarterly vouchers and required reports of expenditures to the following office:

Obesity Prevention Program  
NYS Department of Health  
150 Broadway, Riverview Center, Rm. 350  
Menands, NY 12204

Grant contractors shall provide complete and accurate billing vouchers to the Department's designated payment office in order to receive payment. Billing vouchers submitted to the Department must contain all information and supporting documentation required by the Contract, the Department and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Payment of such vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment will be made within 30 days of receipt of a correct voucher.

Vouchers must be accompanied by back-up documentation for the following expenditures:

- Equipment purchases greater than \$500; copy of receipt or invoice with serial number.

- Consultants: name, hours worked and rate of pay along with a copy of the invoice.
- Media purchases greater than \$5,000: copy of receipt.
- Miscellaneous expenditures: list of all expenditures in this category.
- The Department reserves the right to request additional back-up documentation at its discretion.

3. The grant contractor will be required to submit the following periodic reports:

- Quarterly Activity Reports (format to be determined)
- End of Year Reports
- Other reports as required by NYS OPP.

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

## **H. Vendor Responsibility Questionnaire**

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants should also complete and submit the Vendor Responsibility Attestation (Attachment 7).

## **I. General Specifications**

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
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 this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
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 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.

## **J. Appendices**

- |              |   |
|--------------|---|
| APPENDIX A - | Standard Clauses for All New York State Contracts |
| APPENDIX A-1 | Agency Specific Clauses                           |
| APPENDIX B - | Detailed Budget                                   |
| APPENDIX C - | Payment and Reporting Schedule                    |

- APPENDIX D - Workplan
- APPENDIX G - Notifications
- APPENDIX H - Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
- APPENDIX E - 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:

Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

**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 you receive an award.**

**V. Completing the Application**

**A. Application Content**

Please complete the application by addressing the following sections in the order and format in which they appear.

**Cover Page (1 page)**

**Not included in the 37 page count**

1. Please use Attachment 4
2. Title of Project (please include “Obesity Prevention in Pediatric Health Care Settings” in the title)
3. Legal name of applicant to appear on contract, if awarded (list only one organization’s name and include address, telephone, fax, and e-mail)
4. Signature of Principal Investigator—person responsible for all aspects of the program (name, title, address, telephone, fax, and e-mail)
5. Signature of the individual authorized to sign the contract for the application (name, title, address, telephone, fax and e-mail)
6. Amount of funding requested
7. Federal Tax Identification Number
8. NYS Charities Registration Number or Statement of Waiver

**Section I: Program Summary**

**Up to 1 single-spaced page**

**0-points**

Applicants should provide a summary of the proposed project. This section is not scored, but up to five points will be deducted if it is not included or exceeds the one page limit.

**Section II: Statement of Need**

**Up to 5 single-spaced pages**

**10-points**

1. Describe the proposed geographic area and health care environment to be served under this RFA. List the catchment area to be included and describe characteristics of the area and population, including educational attainment, income, health status, race and ethnicity, and prevalence of disability. Describe the health care delivery services being provided in the catchment area, including the number of hospitals, the number of community health centers, the number of primary care offices offering health care services to children and adolescents and the estimated number of residents receiving public medical insurance (Medicaid, Child Health Plus and Family Health Plus).
2. In a separate appendix, briefly catalog the number and type of health care provider organizations and primary care practices or other institutions or venues that provide

primary care to children and adolescents by county in the catchment area. This does not count towards page total.

3. In a separate appendix, identify each HCPO/PCP that will participate in the first year as a separate physical location. For each identified HCPO/PCP location, provide the estimated total number of children and adolescents age 2-18 years served annually at the site/location, the make-up of the patient population including race, ethnicity and children with disabilities, and the percentages of patients covered by public health insurance. This does not count towards the page total. If participating HCPOs/PCPs have not been identified, provide the names of the sites the applicant will target for the first year of this project.

**Section III: Agency Capacity & Experience Up to 15 single-spaced pages 20-points**

1. Provide a description of the applicant organization. Briefly describe the agency's experience providing the range of services being applied for in this application. If subcontracts are proposed, describe them. Describe how the agency will ensure programmatic accountability. In an appendix, attach an organizational chart that shows the location of the proposed staff within the applicant organization.
2. Describe the organization's experience in providing the types of activities described in this RFA. Describe relevant experience and capacity of the organization to establish themselves as a catchment-wide expert on training and technical assistance related to health care delivery systems change.
3. Demonstrate the organizational capacity of the applicant to meet the deliverables of this RFA. This description should include the five year history of the applicant in instituting health systems change, coordinating clinician and office staff training, and the provision of technical assistance including the reach of the organization in the catchment area over the last five years.
4. Describe the proposed staffing pattern and rationale. Include job descriptions for all positions to be funded under this grant. Provide clear criteria for hiring staff including professional qualifications and salary for staff not yet identified.
5. Describe the applicant's current administrative staffing pattern for activities such as payroll, bookkeeping, invoicing, and general tracking of administrative and fiscal controls. Describe the qualifications for key fiscal staff, including a description of the staff's experience (if any) with monitoring government grant funds.
6. List all grant and foundation funding which supports child and adolescent overweight and obesity prevention using Attachment 11. If the applicant organization or its affiliates are involved with a Medicaid Managed Care Pediatric Obesity Performance Improvement Project, please describe how this proposal relates but does not supplant or duplicate

efforts.

**Section IV: Clinician & Office Staff Training**    **Up to 3 single-spaced pages 10-points**

1. Describe in detail how the agency will provide education and training to develop health care provider and office staff knowledge and skills necessary to assess child and adolescent overweight and obesity, provide preventive counseling and implement office systems and quality improvement strategies designed to ensure the delivery of services concordant with the *Expert Committee Recommendations*.
2. Describe the approaches and venues used to educate HCPOs/PCPs on the appropriate prevention and intervention strategies and the latest science concerning overweight and obesity prevention which may include but are not limited to, continuing education opportunities, professional meetings/conferences, medical office detailing, etc. Identify the discipline and type of health professional for each educational approach/venue.

**Section V: Health Care Systems Change**    **Up to 6 single-spaced pages 20-points**

1. Utilize Attachment 8 to identify the objectives, strategies, activities and a timeline for the first 24 months (2 years) to support achievement of the proposed recruitment and expansion, systems change and maintenance outcomes.
2. Fully describe the methods and strategies the agency will use to recruit HCPOs/ PCPs to assess policies and procedures and implement health care systems change activities. Demonstrate how outreach activities will give priority to HCPOs/PCPs serving low-income populations, racial/ethnic minorities, and children and adolescents with disabilities.
3. Provide in detail how the agency will provide technical assistance to HCPOs/PCPs within the region regarding design, implementation, use and improvements that support recommended practices for the delivery of services concordant with the *Expert Committee Recommendations*. Describe the procedures to be implemented or recommended to HCPOs/PCPs, including the physical tools to be used, which may include but are not limited to electronic medical records, vital signs stamps, weight status stickers, registries, etc.
4. Identify the activities the agency will implement or recommend to partners to integrate assessment of child and adolescent overweight and obesity and preventive counseling into all well child and adolescent preventive health care visits for patients age 2-18 years, office-based follow-up and identification and referral of children eligible for more intensive weight management interventions including:

- a. how the agency will promulgate or recommend policies to promote the action steps of the *Expert Committee Recommendations* and ensure accountability through written policies and procedures;
- b. the agency's plan to provide technical assistance to all primary care clinicians and office staff to provide preventive counseling to all patients and their families and complete documentation; the plan should also describe how the counseling will be culturally appropriate and adapted, if necessary, for children with disabilities.
- c. how assessment and counseling will be recorded in individual client/patient records. Please attach a sample patient record as an appendix to illustrate how your agency and partners will document the type of preventive counseling offered and the identification of an overweight or obese patient in clinical records.
- d. the agency's plan to develop and implement quality improvement processes with staff from each HCPO/PCP.

**Section VI: Evaluation & Reporting      Up to 5 single-spaced pages      15-points**

1. Demonstrate the applicant organization's capacity to conduct program evaluation. Descriptions of specific staff responsible for program evaluation can be included in the staff identification description portion of Section II: Applicant Organization.
2. Contractors are expected to give priority to HCPOs/PCPs serving low-income populations, racial ethnic minorities and children with disabilities. Describe a plan for documenting and determining the success of efforts to recruit HCPOs/PCPs and to reach low-income populations, racial ethnic minorities and children with disabilities.
3. Describe a plan for tracking the technical assistance and training activities provided to individual HCPOs/PCPs. This should include specific plans for collecting information about the reach of individual training opportunities and the number and length of technical assistance calls and site visits and the types of initiatives undertaken at each HCPOs/PCPs reached.
4. Describe a plan for assessing policy, procedure and system changes at the HCPOs/PCPs reached by your organization. The plan should describe the type of measurements that will be made, the frequency of these assessments and how the measurements could be used for gauging the success of various activities initiated within the HCPOs/PCPs.
5. Describe a plan for measuring changes in assessment and prevention practices for pediatric and adolescent obesity within HCPOs/PCPs. The plan should describe how you will work collaboratively with DOH staff to develop and select appropriate methods and data collection instruments for conducting program evaluation and participate in applicable DOH evaluation trainings. It should also provide information about how your organization will work with HCPOs/PCPs to develop the capacity to measure changes in practice.

6. Describe how the collective evaluation activities proposed could be used for program improvement and identifying best practices.

**Section VII: State and Regional Capacity Building, Collaboration and Planning**

**Up to 2 single-spaced pages**

**5-points**

1. Identify the local health departments and groups the applicant will network with in year one to promote the development of complementary resources for obesity prevention. Describe how the agency will work with identified partners. Include letter(s) of support from all identified partners/programs.
2. State the applicant organization's willingness to work with the other contractors funded under this RFA and the NYSDOH to develop and disseminate materials and methods that support HCPO/PCP systems change, provider/office staff skill development, and patient care concordant with the *Expert Committee Recommendations*.

**Section VIII: Budget**

**Not included in the 37 page count**

**20-points**

Complete a budget using the attached instructions (Attachment 5) and forms (Attachment 6). Applicants should submit two budgets: an initial 18 month budget, assuming an October 1, 2011 start date, and a 12-month budget for the term April 1, 2013 through March 31, 2014. All costs must be related to the provision of the Obesity Prevention in Pediatric Health Care Settings grant, as well as be consistent with the scope of activities, reasonable and cost effective. Justification for each cost should be submitted in narrative form using the forms provided. For all existing 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 EXPAND EXISTING ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RFA. THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING STAFF ACTIVITIES.**

Round budget amounts to the nearest dollar. Direct costs are defined as personnel and other than personnel services such as supplies, materials, sub-contracts, equipment, training and travel. Please include the following direct costs in your budget and justification:

1. Personnel
  - Titles of all positions
  - Percentage of time/effort to be spent by each staff person on program
  - Annual salary or rate per hour, if paid hourly
  - Amount requested from NYSDOH
  - Fringe benefits: rate and cost
  - Applicant's or partner's in-kind contributions
2. Other than Personnel Services (OTPS)

- Supplies and materials
- Sub-contracts
- Equipment
- Training
- Travel – accommodate attending one, one-day meeting in the Albany area during the initial contract period.
- Non-allowable costs – indirect or administrative lines will not be accepted as OTPS budget lines. Individual budget lines related to those costs (e.g. rent, heat, telephone) will be allowed with appropriate justification and will be limited to a maximum of 10% of total direct costs.

3. Justification

- Provide justification for each item requested in the budget. Provide details (i.e. brief job descriptions with major responsibilities, description of how the position or other line item contributes to objectives and workplan) and demonstrate all calculation (e.g. telephone service must detail costs per line or staff person; postage must include how postage will be used, postage rate, approximate number of pieces to be mailed, etc.). For all existing staff, the Budget Justification must delineate how the percentage of time devoted to this initiative has been determined.

4. Ineligible expenditures include the purchase of major pieces of depreciable equipment (although limited computer/printing may be considered), remodeling or modifications of structures, and the purchase or lease of land.

5. Ineligible budget items will be removed from the budget before the budget is scored. The budget amount requested will be reduced to reflect the removal of the ineligible items.

6. NYS funded indirect costs may not exceed ten percent (10%) of your direct costs (see above personnel and OTPS expenses) and should be fully itemized and justified (i.e., space, utilities, etc.).

7. Applicants should review established NYS travel and lodging rates when calculating travel and lodging costs. Reimbursement for travel and lodging will not exceed the stated standard agency rate and in no case will exceed the approved NYS rates (see [www.osc.state.ny.us/agencies/travel/reimbrate.htm](http://www.osc.state.ny.us/agencies/travel/reimbrate.htm).)

**B. Application Format**

ALL APPLICATIONS SHOULD CONFORM TO THE FORMAT PRESCRIBED BELOW. POINTS WILL BE DEDUCTED FROM APPLICATIONS WHICH DEVIATE FROM THE PRESCRIBED FORMAT.

Applications should be 37 single-spaced typed pages (not including the cover page, budget and

attachments), using at least a size 12 font and conform to the page requirements for each section. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

<b>Section</b>	<b>Maximum Score</b>	<b>Page Limit</b>
1. Program Summary	n/a	1
2. Statement of Need	10	5
3. Agency Capacity and Experience	20	15
4. Clinician and Office Staff Training	10	3
5. Health Care Systems Change	20	6
6. Evaluation and Reporting	15	5
7. State and Regional Capacity Building, Collaboration and Planning	5	2
8. Budget and Justification	20	n/a

### **C. Review & Award Process**

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH Division of Chronic Disease Prevention, Bureau of Community Chronic Disease Obesity Prevention Program.

The two highest scoring applicants in each of the designated regions (highest three in the Metropolitan region) will receive the requested grant award not to exceed \$100,000 per year based on availability of funds. In the event of a tie score, the applicant with the highest score on the workplan section of the application will be selected.

Applications failing to provide all response requirements or failing to follow the prescribed format may be removed from consideration or points will be deducted.

Applications must receive a score of at least 70 in order to receive funding. Applications from eligible applicants will be reviewed by panels convened by the NYS OPP. For this RFA, there is a passing threshold. Any applicants who fall below this threshold will not be considered for funding. It is anticipated that there may be more worthy applications than can be funded with available resources. Applications will be deemed to fall in one of three categories: 1) not approved; 2) approved but not funded due to resources; 3) approved and funded. At least one application will be funded from each region, unless there are no applicants in a region who score at least a 70. In the event that there is not a passing score or any applicants in any of the regions, the Department reserves the right to award the next highest scoring applicant in any region. If additional funding becomes available for this initiative, additional projects will be funded. Any additional awards will be made to the next highest scoring applicant in any region.

In selecting applications and determining award amounts, reviewers will consider the following factors:

1. Clarity of applications
2. Responsiveness to the Request for Applications
3. Agency capacity
4. Agency contract history
5. The comprehensiveness of program design
6. The scope of the program
7. The quality of the evaluation strategy
8. The amount requested
9. Justification for costs included in the budget
10. Ability/willingness to develop linkages with other funded contractors

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

Following the award of grants from this RFA, unsuccessful applicants may request a debriefing from the NYS DOH Division of Chronic Disease and Injury Prevention, Bureau of Community Chronic Disease Prevention, Obesity Prevention Program, no later than three months from the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application. In the event that unsuccessful applicants wish to protest awards, please follow the procedures established by the New York State Comptroller found at: [www.osc.state.ny.us](http://www.osc.state.ny.us). In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found on the OSC website at: [http://www.osc.state.ny.us/agencies/gbull/g\\_232.htm](http://www.osc.state.ny.us/agencies/gbull/g_232.htm).

## **VI. Attachments**

- |               |   |
|---------------|---|
| Attachment 1: | Standard Grant Contract with Appendices |
| Attachment 2: | Letter of Interest Sample               |
| Attachment 3: | Checklist for Application Submission    |
| Attachment 4: | Application Cover Page                  |
| Attachment 5: | Instructions for Completing Budget      |
| Attachment 6: | Application Budget Forms                |
| Attachment 7: | Vendor Responsibility Attestation       |

### **OPP Specific Attachments**

- |               |  |
|---------------|--|
| Attachment 8: | Standard Workplan – Objectives and Activities Format |
| Attachment 9: | Acronyms and Definitions                             |

- Attachment 10: Additional Background on Key Obesity Prevention Program Components
- Attachment 11: List of All Organizational Obesity Prevention Grant and Foundation Funding
- Attachment 12: No Tobacco Status
- Attachment 13: Comprehensive Healthy Foods Policy Status and Intent
- Attachment 14: Guidelines for Healthy Meetings

# GRANT CONTRACT (STANDARD)

STATE AGENCY (Name and Address):  
**New York State Department of Health  
ESP, Corning Tower, Room 515  
Albany, New York 12237-0675**

NYS COMPTROLLER'S NUMBER: \_\_\_\_\_

CONTRACTOR (Name and Address): \_\_\_\_\_

ORIGINATING AGENCY CODE: \_\_\_\_\_

TYPE OF PROGRAM(S) \_\_\_\_\_

FEDERAL TAX IDENTIFICATION NUMBER: \_\_\_\_\_

INITIAL CONTRACT PERIOD

MUNICIPALITY NO. (if applicable): \_\_\_\_\_

FROM: **10/1/2011**

TO: **3/31/13**

CHARITIES REGISTRATION NUMBER:  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_ or ( ) EXEMPT:  
(If EXEMPT, indicate basis for exemption): \_\_\_\_\_

FUNDING AMOUNT FOR INITIAL PERIOD: \_\_\_\_\_

CONTRACTOR HAS( ) HAS NOT( ) TIMELY  
FILED WITH THE ATTORNEY GENERAL'S  
CHARITIES BUREAU ALL REQUIRED PERIODIC  
OR ANNUAL WRITTEN REPORTS.

MULTI-YEAR TERM (if applicable): \_\_\_\_\_

FROM: **10/1/2011**

TO: **9/30/2016**

CONTRACTOR IS( ) IS NOT( ) A  
SECTARIAN ENTITY

CONTRACTOR IS( ) IS NOT( ) A  
NOT-FOR-PROFIT ORGANIZATION

## APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
_____	APPENDIX A-1	Agency-Specific Clauses (Rev 10/08)
_____	APPENDIX A-2	Program-Specific Clauses
_____	APPENDIX B	Budget
_____	APPENDIX C	Payment and Reporting Schedule
_____	APPENDIX D	Program Workplan
_____	APPENDIX G	Notices

\_\_\_\_\_ APPENDIX X            Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

**OTHER APPENDICES**

\_\_\_\_\_ APPENDIX E-1            Proof of Workers' Compensation Coverage  
\_\_\_\_\_ APPENDIX E-2            Proof of Disability Insurance Coverage  
\_\_\_\_\_ APPENDIX H              Federal Health Insurance Portability and Accountability Act  
   Business Associate Agreement



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, change in scope or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be

processed in accordance with agency guidelines as stated in Appendix A1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program 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.
- D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to

authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

### 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-2.

#### 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.

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 certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
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 Educational 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 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 \$500,000 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 \$500,000, 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 either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

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 and 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 transaction*, *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 Transaction," 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 any 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. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.
12. 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; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
    - ◆ Appendix C - Section 11, Progress and Final Reports;

◆ Appendix D - Program Workplan will require OSC approval.

- 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.

13. 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

Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

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

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

16. 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 A-2

1. Any publishable or otherwise reproducible material developed under, or in the course of performing this AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated for profit by the CONTRACTOR or any other party unless prior written approval is secured from the STATE. The STATE authorizes the CONTRACTOR to disseminate materials developed under this AGREEMENT free of charge, or at cost, to other parties. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.
2. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this AGREEMENT must contain the following acknowledgment: "Funded by a grant from the New York State Department of Health, Division of Chronic Disease Prevention and Adult Health."
3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to 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)	_____
<b>TOTAL PERSONAL SERVICE:</b>	_____

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 **twenty-five** 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:

- ❶ 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
- ❶ 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:

- ❶ the end of the first **quarterly** period of this AGREEMENT; or
- ❶ 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. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-6019. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

- 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 **ninety** 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 **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 **New York State Department of Health, Division of Chronic Disease and Injury Prevention, Empire State Plaza, Corning Tower, Room 515, Albany, NY 12237-0675.**

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than **thirty** 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.

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

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

## II. Progress and Final Reports

Organization Name: \_\_\_\_\_

Report Type:

- A. Narrative/Qualitative Report

\_\_\_\_\_ (Organization Name) will submit, on a quarterly

basis, not later than **thirty** days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how \_\_\_\_\_ (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 **thirty** 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 **thirty** 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.

## Appendix G

### NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

#### **State of New York Department of Health**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

#### **[Insert Contractor Name]**

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

**Agency Code 12000**  
**APPENDIX X**

Contract Number: \_\_\_\_\_

Contractor: \_\_\_\_\_

Amendment Number X-\_\_\_\_\_

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- \_\_\_\_\_ Modifies the contract period at no additional cost
- \_\_\_\_\_ Modifies the contract period at additional cost
- \_\_\_\_\_ Modifies the budget or payment terms
- \_\_\_\_\_ Modifies the work plan or deliverables
- \_\_\_\_\_ Replaces appendix(es) \_\_\_\_\_ with the attached appendix(es) \_\_\_\_\_
- \_\_\_\_\_ Adds the attached appendix(es) \_\_\_\_\_
- \_\_\_\_\_ Other: (describe) \_\_\_\_\_

This amendment *is* / *is not* a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ \_\_\_\_\_ From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.  
(Value before amendment) (Initial start date)

This amendment provides the following addition (complete only items being modified):

\$ \_\_\_\_\_ From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.

This will result in new contract terms of:

\$ \_\_\_\_\_  
(All years thus far combined)

From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_.  
(Initial start date) (Amendment end date)



**ATTORNEY GENERAL'S SIGNATURE**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE COMPTROLLER'S SIGNATURE**

By: \_\_\_\_\_

Date: \_\_\_\_\_

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Attachment 2

Sample

Letter of Interest

*or*

Letter to Receive Notification of RFA Updates and Modifications

Sherry Brown  
Obesity Prevention Program  
New York State Department of Health  
150 Broadway, Riverview Center, Rm. 350  
Menands, NY 12204

Re: RFA # 0907231100  
Obesity Prevention in Pediatric Health Care Settings

Dear \_\_\_\_\_:

This letter is to indicate our interest in the above Request for Applications (RFA) and to request:  
*(please check one)*

- that our organization be notified, via the e-mail address below, when any updates, official responses to questions, or amendments to the RFA are posted on the Department of Health website: <http://www.health.ny.gov/funding/>.

E-mail address: \_\_\_\_\_

- that our organization is unable or prefers not to use the Department of Health's website and requests the actual documents containing any updates, official responses to questions, or amendments to the RFA be mailed to the address below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sincerely,

**Obesity Prevention in Pediatric Health Care Settings  
RFA # 0907231100**

Checklist for Application Submission

**Applicant Name:** \_\_\_\_\_

- Signed original, plus (3) additional copies of the application (including appendices) are enclosed.
- Application is clearly labeled with name and number of RFA.
- Statement of no tobacco status or Letter of Commitment is included (Attachment 12).
- Statement of comprehensive healthy foods policy status and intent is included (Attachment 13).
- Application Cover Page is completed and attached to each copy.
- An organizational chart with the location of staff funded through this RFA and their job responsibilities are included as an appendix.
- Proof of financial stability in the form of audited financial statements, Dun & Bradstreet Reports, etc. are included.
- Evidence of NYS Department of State Registration is included.
- Proof of NYS Charities Registration (NYS Attorney General's Office) is included.
- Copy of Certificate of Article of Incorporation, together with any and all amendments thereto; Partnership Agreement; or other relevant business organizational documents as applicable are included.
- Vender Responsibility Attestation is included.

**Obesity Prevention in Pediatric Health Care Settings  
RFA # 0907231100**

COVER PAGE

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

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

---

Federal Employee Identification Number:	NYS Charities Registration Number:
<b>Person authorized to act as the contact for this organization in matters regarding this application:</b>	
Printed Name <i>(First, Last)</i> :	Title:
Telephone number: ( )	Fax number: ( )
E-mail:	
<b>Person authorized to obligate this firm in matters regarding this application or the resulting contract:</b>	
Printed Name <i>(First, Last)</i> :	Title:
Telephone number: ( )	Fax number: ( )
E-mail:	
<b>(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this application on behalf of the Board:</b>	
Printed Name <i>(First, Last)</i> :	Title:
<b>Signature of Applicant or Authorized Representative</b>	
Date:	

## **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**

- Form 1: Personnel Services**  
**Form 2: Fringe Benefit Rate**  
**Form 3: Non-personnel Services**

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 + 3<sup>rd</sup> 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:  
 $(\text{Total Annual Salary}) \times (\% \text{ FTE}) \times (\# \text{ of months worked}/12) = \text{Total Expense}$ .

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

**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**

**Form 1  
Personnel Services**

**Applicant:** \_\_\_\_\_

**Personnel Services**

<b>Title</b>	<b>Incumbent</b>	<b>Description (B)</b>

**Budget Narrative/Justification**

**Form 2  
Fringe Benefits**

**Applicant:** \_\_\_\_\_

**Fringe Benefits**

<b>Component</b>	<b>Rate</b>
<b>Total Fringe Benefit Rate</b>	

**Budget Narrative/Justification**

**Form 3  
Non-Personnel Services**

**Applicant:** \_\_\_\_\_

**Non-Personnel Services**

<b>Item</b>	<b>Cost</b>	<b>Description</b>

**Operating Budget and Funding Request  
Table A**

**Grant Period:** \_\_\_\_\_

**Applicant:** \_\_\_\_\_

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

## 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
<b>Fringe Benefits</b> ____%								
<b>Subtotal Personnel Services</b>								

**Operating Budget and Funding Request  
Table A-2**

**Grant Period:** \_\_\_\_\_

**Applicant:** \_\_\_\_\_

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

**Vendor Responsibility Attestation**

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

**Choose one:**

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

Signature of Organization Official: \_\_\_\_\_

Print/type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Obesity Prevention in Pediatric Health Care Settings  
RFA # 0907231100  
Standard Workplan – Objectives and Activities Format**

Name of Contractor: \_\_\_\_\_

Counties in catchment area: \_\_\_\_\_

**Instructions:**

- Use the provided Goals, Objectives and Activities to fill in the standard workplan format
- Number the pages of your submitted work plan

<b>Goal: Promote implementation of the <i>Expert Committee Recommendations</i></b>				
<b>Part I: Recruitment and Expansion Outcomes</b>				
<b>SMART Objective 1:</b> Between DATE and DATE (year 1), the (name of contractor) will obtain administrative commitment from at least “X” number of targeted HCPOs/PCPs. <b>SMART Objective 2:</b> Between DATE and DATE (year 2), the (name of contractor) will obtain administrative commitment from at least “X” number of newly targeted HCPOs/PCPs.				
<b>Strategy:</b> May include health care community conferences, training, cold calls, academic detailing.	<b>Target Group</b>		<b>Timeline</b>	<b>Staff, % Effort</b>
<b>Activities:</b>	Hospital or Clinic Sites	Primary Care Sites		
<b>Part II: Systems Change Outcomes</b>				
<b>SMART Objective 1:</b> Between DATE and DATE (year 1), the (name of contractor) will provide training and technical assistance to at least “X” number of partner HCPOs/PCPs. <b>SMART Objective 2:</b> Between DATE and DATE (year 2), the (name of contractor) will provide training and technical assistance to at least “X” number of partner HCPOs/PCPs.				
<b>Strategy:</b> Provide training and technical assistance to all HCPOs/PCPs	<b>Target Group</b>		<b>Timeline</b>	<b>Staff, % Effort</b>
<b>Activities:</b>	Hospital or Clinic Sites	Primary Care Sites		
1. Provide training and technical assistance to HCPOs to integrate the <i>Expert Committee Recommendations</i> into their office systems.				
2. Follow-up with HCPOs/PCPs to provide technical assistance as necessary.				
3. Identify and recruit site champions who will promote on-going systems change.				
4. Provide quarterly outcome data feedback to key staff at each HCPO/PCP site.				

<b>Part III: Maintenance</b>				
<b>SMART Objective 1:</b> By DATE (year 1), increase from “X” to “Y” the number of targeted HCPOs/PCPs that have developed and implemented a system to support <i>the Expert Committee Recommendations</i> .				
<b>SMART Objective 2:</b> By DATE (year 2), increase from “X” to “Y” the number of targeted HCPOs/PCPs that have developed and implemented a system to support <i>the Expert Committee Recommendations</i> .				
<b>Strategy:</b> Maintenance strategies will ensure that HCPOs/PCPs will sustain changes over time.	<b>Target Group</b>		<b>Timeline</b>	<b>Staff, % Effort</b>
<b>Activities:</b>	Hospital or Clinic Sites	Primary Care Sites		
1. Integrate <i>Expert Committee Recommendations</i> policy and procedures into HCPO/PCP staff performance measures.				
2. Provide semi-annual site visits to maintain systems change over time.				

## Attachment 9

### Acronyms

AAP	American Academy of Pediatrics
AMA	American Medical Association
BMI	Body Mass Index
CDC	Centers for Disease Control and Prevention
EWPH	Eat Well Play Hard
HEDIS	Healthcare Effectiveness and Data Information Set
HCPO	Health Care Provider Organization
PCP	Primary Care Practice
NAP SACC	Nutrition and Physical Activity Self-Assessment for Child Care
NCQA	National Committee for Quality Assurance
NYSDOH	New York State Department of Health
NYS OPP	New York State Obesity Prevention Program
QARR	Quality Assurance Reporting Requirements
YMCA	Young Men's Christian Association
YRBS	Youth Risk Behavior Survey

### Definitions

**HCPO** *Health Care Provider Organization:* a functional social arrangement made up of a group of professionals or institutions who deliver health care in a systematic way.

**PCP** *Primary Care Practice:* serves as a patient's first point of entry into the health care system and as the continuing focal point for all needed health care services. Primary care practices provide health promotion, disease prevention, health maintenance, counseling, patient education, diagnosis and treatment of acute and chronic illnesses in a variety of health care settings (e.g., office, hospital-based, etc.).

Primary care practices are generally located in the community of the patients, thereby facilitating access to health care while maintaining a wide variety of specialty and institutional consultative and referral relationships for specific care needs. The structure of the primary care practice may include a team of physicians and non-physician health professionals.

## **Additional Background on Key Program Components**

1. Statewide and Community Action Areas
  - 1.1. Centers for Best Practices
  - 1.2. School and Community Partnerships
  - 1.3. Child Care Initiative
  - 1.4. After-School Care Initiative
  - 1.5. Eat Well Play Hard
  - 1.6. Creating Healthy Places Projects
  - 1.7. Healthy Eating and Active Living by Design
  - 1.8. Worksite Wellness
2. Public Health Communication
3. Health Care Initiatives
  - 3.1. Breastfeeding Support in Hospitals
  - 3.2. Outreach and Education for Medical Providers
  - 3.3. Quality Assurance Reporting Requirements
  - 3.4. Pediatric Obesity Performance Improvement Projects
4. School-Based Surveillance Initiative
5. NYS OPP Organizational Structure

### **1. NYS OPP Statewide and Community Action Areas**

1.1. *Centers for Best Practices for the Prevention of Childhood Overweight and Obesity.* These Centers create model programs to promote optimal growth, development, and lifestyle habits during pregnancy, infancy, childhood, and adolescence. The Prenatal-Infancy Center develops training strategies for health care providers to screen, identify and counsel pregnant women to ensure optimal weight gain while preventing overweight; it also works to create environments that promote and support breastfeeding and healthy eating at home, in worksites and at child care centers. The Early Childhood Center collaborates with health plans, community health centers, primary care practice-based research networks and community-based organizations to promote prevention education messages, implement social marketing campaigns and identify and evaluate evidence-based training programs for health care and child care providers. The School-Age Center integrates and coordinates community, school and clinical efforts by creating culturally appropriate social marketing campaigns, training health care providers to counsel families and implementing an electronic medical record system utilizing sex-specific BMI-for-age percentiles in medical offices.

1.2. *School and Community Partnerships.* NYS OPP and the Diabetes Prevention and Control Program fund partnerships to work with schools, after-school programs, community organizations and parents to address healthful eating, physical activity and

TV/media reduction. School and community partnerships engage local stakeholders to change school and after-school program policy and make changes to the school and community environment such as increasing the number of non-competitive physical activity opportunities in after-school programs and/or changes in school food services to support healthful eating.

The New York Healthy Heart Program funds organizations to increase policies and opportunities for heart healthy behavior among students and staff. A first step in each school is establishing a wellness work group representing teachers, staff, parents and students to conduct the School Health Index, an assessment tool developed by the CDC that identifies areas for improvement (e.g., PE class, food sold as fundraisers, classroom snack policies, supports for walking and biking to school). Organizations then consult with the school wellness workgroup to make positive policy and environmental changes.

1.3. *Child Care Initiative.* The statewide effort focuses on the implementation of the *Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC)* in licensed child care centers with priority given to centers that serve children from low-income families. NAP SACC is an evidence-informed intervention which improves nutrition and physical activity policies, practices and environmental supports in child care centers. Trained consultants provide consultation and technical assistance to child care centers to facilitate center policy and environmental change. Organizations train child care staff to address healthful eating, increased physical activity and reduced TV/screen time. Development of a program to reduce media use among preschool age children will be incorporated into the curriculum.

1.4. *After-School Initiative.* NYS OPP partner organizations including the New York State Healthy Eating and Physical Activity Alliance, the YMCAs of NYS, Inc., the NYS Alliance of Boys and Girls Clubs, other state agencies and the Governor's Office have developed and will disseminate model guidelines for nutrition, physical activity and television viewing in after-school programs. To encourage programs to adopt and implement the model guidelines, a Governor's Recognition Program will be established with funding and support from partner organizations and the National Governors Association.

1.5. *Eat Well Play Hard.* Eat Well Play Hard (EWPH) is designed to prevent childhood obesity and reduce long term chronic disease risks through the implementation of physical activity and targeted dietary practices in large-scale public health food and nutrition programs that serve low-income preschool children and their families in targeted communities. EWPH's strategies are integrated into each program's food policies, nutrition education efforts, staff training and marketing and outreach efforts. EWPH's core strategies include: increase developmentally appropriate physical activity, increase consumption of 1% or fat-free milk and low-fat dairy products, increase consumption of fruits and vegetables, decrease TV and screen time and increase the initiation and duration of breastfeeding. EWPH funds community projects to work in day

care centers, WIC clinics, schools, and after-school programs to establish sustainable, local collaborative partnerships that focus on creating environmental, policy and practice changes to increase healthful eating and physical activity at the community level. EWPH also partners with the New York Statewide Student Support Services Center (funded by the State Education Department) and the New York State Department of Health (NYSDOH) Division of Chronic Disease and Injury Prevention in the formation of an interagency and interdepartmental partnership, called the NYS Consortium for School Wellness Policy Implementation. The goal of the partnership is to provide technical assistance to NYS schools to help them develop, implement and evaluate local wellness policies.

1.6. *Creating Healthy Places Projects.* The New York State Diabetes Prevention and Control Program, the NYS OPP and the Division of Nutrition have developed a Request for Applications, “Creating Healthy Places to Live, Play, Work and Learn,” an integrated approach to chronic disease prevention, using funding from multiple programs to implement sustainable policy, systems and environmental changes in communities, worksites, schools or child care. Funded programs will implement evidence-informed interventions to increase access to healthful food choices and opportunities for physical activity.

1.7. *Healthy Eating and Active Living by Design.* The New York State Healthy Heart Program funds community-based and statewide organizations to create environments where healthful foods and physical activity options are the easiest ones. Types of projects include, but are not limited to, creating walkable communities, increasing the number of community gardens and farmers markets, increasing venues for physical activities, increasing the number of restaurants offering reasonable portion sizes, and increasing the availability of low-saturated fat foods.

1.8. *Worksite Wellness.* The New York State Healthy Heart Program has helped over 1,000 worksites increase opportunities for physical activity and improved eating habits, reaching over 300,000 employees. Programs are funded to work with employers and business groups to increase opportunities for employees to be physically active, to make healthier food choices and to receive effective evidence-based treatment for cardiovascular disease. Supports for heart health at worksites are assessed by Heart Check, a survey tool developed by the New York State Healthy Heart Program, which helps identify areas to target with interventions.

**2. Public Health Communication.** Public health communication focused on obesity prevention include paid placement of advertising on television, radio, print and other venues with the goals of increasing awareness of the public health caused by obesity and empowering New Yorkers to make their environments more healthful. The NYS OPP and community contractors use these public health communication strategies at the state and local levels to support obesity prevention actions.

### 3. Health Care Initiatives

3.1. *Breastfeeding Support in Hospitals.* The NYS OPP works with partner programs in the NYSDOH, other state and local agencies, contractors and stakeholders including the NYS Breastfeeding Coalition, to establish policy and environmental supports for breastfeeding in maternity care settings (hospitals and birthing centers) and worksites. A surveillance system to assess maternity care practices based on the NYSDOH's *Ten Steps to Successful Breastfeeding* will be developed. A report describing the status of breastfeeding support in New York hospitals and the impact of maternity care practices on breastfeeding initiation and duration will be produced, disseminated and updated every two years to monitor changes and identify areas for intervention. The NYS OPP and partner organizations engage hospitals through voluntary and state regulatory channels to increase the number of maternity care practices implemented to make more hospitals "Baby Friendly." An annual Grand Rounds satellite broadcast focusing on breastfeeding is offered each August through the joint sponsorship of the University at Albany School of Public Health and the NYSDOH.

3.2. *Outreach and Education for Medical Providers.* NYSDOH developed a Pediatric/Adolescent Body Mass Index (BMI) Screening Toolkit, which contains a BMI calculator wheel and color coded growth charts for quick identification of obesity, in partnership with the NYS Chapters of the American Academy of Pediatrics and the American Academy of Family Physicians. The BMI Toolkit and additional mailings to all NYS-licensed pediatricians, family physicians and nurse practitioners provide the most recent national recommendations for the assessment, prevention and treatment of childhood overweight and obesity.

3.3. *Quality Assurance Reporting Requirements (QARR)—Adolescent Preventive Care Measures.* The NYSDOH Office of Health Insurance Programs developed this data collection system to enable consumers to evaluate the quality of health care services provided by New York State's managed care plans. QARR measures include items adopted from the National Committee for Quality Assurance's (NCQA) Health Plan Employer Data and Information Set (HEDIS®). Data are collected annually from commercial health plans, Medicaid providers and providers of New York Child Health Plus. Since 2005, QARR has included the screening for obesity using BMI percentiles, assessment, counseling or education to address nutrition and assessment, counseling or education to address exercise as part of the measures for adolescent preventive care quality. In 2009, screening for obesity among youth aged 2-18 years will be a national HEDIS® measure.

3.4. *Medicaid Managed Care Pediatric Obesity Performance Improvement Project.* The NYSDOH Office of Health Insurance Programs administers the state's Medicaid Managed Care Program, which requires plans to develop and implement a two year Performance Improvement Project on Pediatric Obesity during 2009-2010. Each plan is

responsible for designing and conducting its own project, including selection of its own measure set. Each health plan will choose interventions that target each of the following: members/families, providers, schools/communities, and the health plan.

**4. School-Based Surveillance Initiative.** Legislation passed in April 2007 amends New York State Education Law Sections 903 and 904 to provide for a system to assess childhood obesity throughout the state. New York City schools are exempt from Education Law Sections 903 and 904. The purpose of this legislation is to increase screening and early recognition of overweight and obesity by pediatric health care providers; provide local, county and statewide estimates of the prevalence of childhood obesity; allow resources to be targeted to populations most at risk for childhood obesity and help identify what is working in schools and communities to help prevent and/or reduce childhood obesity rates.

Health care providers, when completing Student Health Certificate/Appraisal forms, are required to report a student's BMI and weight status category based on sex-specific BMI-for-age percentile. Upon completion, the Certificate/Appraisal forms and BMI information is submitted to the school by parents at pre-Kindergarten or Kindergarten and in grades 2, 4, 7 and 10. Each year, a random sample of schools will be selected and notified that they will be required to electronically submit aggregated weight status data to the NYSDOH by tallying information from Certificate/Appraisal forms. No individual data will be reported to the NYSDOH. Over 96% of the selected schools reported aggregated weight status category data during the 2008-2009 school year.

**5. NYS OPP Organizational Structure.** New York State's Obesity Prevention Program is conceived and directed by the NYSDOH and implemented by NYS OPP staff and contractors according to expectations established in statute, the *New York State Strategic Plan for Overweight and Obesity Prevention*, and oversight and accountability requirements. NYS OPP staff spans two Divisions within the NYSDOH Center for Community Health: the Bureau of Community Chronic Disease Prevention in the Division of Chronic Disease and Injury Prevention and the Bureau of Nutrition Risk Reduction in the Division of Nutrition. NYS OPP leadership includes the Bureau directors and Program directors in each Division and the surveillance and evaluation unit.

The NYS OPP supports a surveillance and evaluation team. All NYS OPP contractors are required to participate in or develop and implement program evaluation activities as directed by the Obesity Surveillance, Evaluation and Research Team. Program evaluation ensures that the NYS OPP is investing resources wisely, is making progress toward specified goals, and is undertaking program improvements as necessary.

Attachment 11

Applicant Name: \_\_\_\_\_

Federal ID#: \_\_\_\_\_

**Grant and Foundation Funding From All Other Sources**

*List all current and pending grant and foundation funding which supports obesity prevention programs in your organization, excluding research grants, at the time of application. Program summaries should include the program activities and targeted groups, as well as any other information needed to explain how the funding is being used.*

<b>Funding Source</b>	<b>Total Funding Amount</b>	<b>Funding Period</b> (If pending, note with an asterisk for the proposed period.)	<b>Program Summary</b>

**No Tobacco Status**

The organization does not have any affiliation\* or contractual relationship with any tobacco company, its affiliates, its subsidiaries or its parent company. Subcontractors should meet the same requirements as the principal contract holder and be approved by NYSDOH.

\*Affiliation:

- being employed by or contracted to any tobacco company, association or any other agents known by you to be acting for tobacco companies or associations;
- receiving honoraria, travel, conference or other financial support from any tobacco company, association or any other agents known by you to be acting for or in service of tobacco companies or associations;
- receiving direct or indirect financial support for research, education or other services from a tobacco company, association or any agent acting for or in service of such companies or associations, and;
- owning a patent or proprietary interest in a technology or process for the consumption of tobacco or other tobacco use related products or initiatives.

Organization: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **Comprehensive Healthy Foods Policy Status and Intent**

*Check the box that most accurately characterizes the applicant organization:*

- The organization provides or makes food available to staff or visitors and has or agrees to develop and implement a comprehensive healthy foods policy, including healthy meeting guidelines, within one year of the start date of this contract.

OR

- The organization does not provide or make available food to staff or visitors and will implement healthy meeting guidelines for meetings and events hosted or sponsored by the organization.

OR

- The organization has a combination of practices when providing or making food available to staff or visitors. The organization has or agrees to develop and implement a comprehensive healthy foods policy, including healthy meeting guidelines, within one year of the start date of this contract for food provided or made available to staff or visitors. The organization will implement healthy meeting guidelines for meetings and events hosted or sponsored by the organization.

In every instance, the organization will work with onsite or retained food vendors to adapt food offerings to be consistent with the healthy meeting guidelines and/or a comprehensive healthy foods policy over time.

- Healthy meeting guidelines are described in Attachment 14.
- A comprehensive healthy foods policy ensures that cafeteria meals, refreshments, and vending machines include healthy choices and limit or eliminate unhealthy choices.

Organization: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Guidelines for Healthy Meetings**

### **Introduction:**

The connection between food, physical activity and health are well documented. Offering healthy choices at meetings and other events can make it easier for people to eat healthy foods and be physically active. Making simple changes to foods, drinks and breaks offered at group and community events gives New Yorkers disease-fighting foods and an energy boost without worries about too many calories, too much unhealthy fat, or too much sedentary time.

### **Guidelines:**

- Healthy food certainly can taste good. Most food service professionals now have some familiarity with healthier food preparation options and are willing to accommodate requests for changes to their usual fare. You might want to ask for a sample ahead of time.
- Registration forms should provide space to indicate food allergies or dietary restrictions.
- Serve low-calorie and low-fat foods.
- Serve fruits and vegetables whenever possible.
- Serve small portions (e.g., cut bagels in halves or quarters, etc.).
- Serve milk (fat-free or 1%), 100% fruit or vegetable juice, water or iced tea (unsweetened) instead of soft drinks.
- Lunch and dinner don't have to include a heavy dessert – fresh fruit, a fruit crisp or cobbler, small cookies, etc. are fine options.
- Include a vegetarian option at all meals.
- Provide reduced-fat or low-fat milk for coffee rather than cream or half and half (evaporated skim milk also works well for coffee - make sure it's not sweetened condensed milk).
- Provide pitchers and bottles of water.

### **Food Suggestions for Breakfast**

- Fresh fruit – cut up and offered with low-fat yogurt dip
- High-fiber cereals like bran flakes, low-fat granola or oatmeal
- Fruit toppings (raisins, dried fruit mix, fresh strawberries, bananas, blueberries, peaches) for hot and cold cereals
- Hard cooked eggs
- Vegetable omelets
- Low-fat yogurt
- Eggs made with egg substitute or without yolks
- Thinly sliced ham
- Bagels (cut in half) served with fruit spreads, jams, hummus, or low-fat cream cheese

### **Food Suggestions for Breaks (a.m. & p.m.):**

- Consider whether it is necessary to offer a morning and afternoon food break
- Fresh sliced fruit and vegetable tray – offered with low-fat dips
- Whole-grain crackers or granola bars (5g fat or less per serving)
- Low-fat cheese assortment & assortment of whole grain crackers
- Pita chips – baked and served with hummus
- Whole grain muffins (cut in half if not serving mini muffins) and whole grain breads
- Low-fat yogurt
- Pretzels, popcorn, baked chips, trail mixes

### **Food Suggestions for Lunch/Dinner**

- Salad that includes a variety of mixed salad greens and served with low-fat dressing
- Whole grain breads and rolls
- Mustard and low-fat mayonnaise as condiments for sandwiches, or cranberry sauce if you're offering turkey
- Sandwiches presented in halves, so people can take a smaller portion
- Broth-based soups (using a vegetarian broth), or soups using evaporated skim milk instead of cream
- Pasta dishes (lasagna, pizza) with low-fat cheeses (part skim mozzarella, part skim ricotta) and extra vegetables or pasta with tomato or other vegetable-based sauces
- 4-ounce maximum portions of meat and plenty of low-fat, low-calorie side dishes
- Raw vegetables or pretzels instead of potato chips or French fries
- Vegetables – steamed, fresh or cooked without butter or cream sauces
- Desserts: frozen yogurt or sorbet, small cookies, small individually wrapped chocolates, fruit crisp

## **Guidelines for Healthy Meetings – Physical Activity**

Providing participants with a physical activity break at meetings and events will improve their ability to attend to the important subject being addressed.

### **Physical Activity Guidelines**

- Choose a location where participants can easily and safely take a walk. For overnight meetings, choose a place where participants can walk to dinner or evening entertainment.
- Provide participants with maps of the area showing good walking routes.
- Choose a hotel that has good, accessible fitness facilities - a fitness room and pool. Include information about these facilities in materials you send to participants.
- Organize an early morning physical activity opportunity. The easiest thing to organize is a morning walk.
- If you are planning a walking activity, look for safe walkways with ample width and curb cuts so people who use mobility devices can participate.
- Encourage participants to take the stairs. Place signs near the elevators telling people where the stairs are.
- Consider a dress code for the meeting that is casual - this allows people to move around freely.
- Encourage networking by suggesting that people take a walk together and talk about their common interests.
- Schedule brief activity breaks in the a.m. and p.m. Have participants stand up and walk in place or have someone lead a stretching break. People will be better able to pay attention to the rest of the meeting.
- Organize physical activity breaks that can be modified or adapted for people of all abilities, such as stretching exercises that can be performed in a seated position.

## **Healthy Meeting Guidelines - Vendor Information**

### **Food Guidelines**

The following are general guidelines to use when planning meals for meetings and other events. It is important to provide delicious, healthy food choices to help people eat well.

#### **General Guidelines:**

Offer low-calorie and low fat foods and/or small portions (e.g., bagels cut in halves or quarters). Always offer vegetables, fruit and low-fat milk. Include a vegetarian option at all meals. Provide no more than a 4-ounce serving of meat. Provide pitchers and/or bottles of water. Provide at least some whole grain breads and cereals. If serving a dessert, provide fresh fruit, fruit crisps, small cookies, or small servings of sorbet.

#### **Breakfast Suggestions:**

- Fresh fruit
- Yogurt
- High-fiber cereals like bran flakes, low-fat granola and oatmeal
- Fruit toppings (raisins, dried fruit mix, fresh strawberries, bananas, blueberries, peaches) for hot and cold cereals
- Hard cooked eggs
- Vegetable omelets and eggs made with egg substitute or without yolks
- Thinly sliced ham or Canadian bacon
- Whole grain or part whole grain bagels (cut in half) served with fruit spreads, jams, or low-fat cream cheese

#### **Break Suggestions (a.m. and p.m.):**

- Fresh sliced fruit and vegetable tray – offered with low-fat dips
- Whole-grain crackers or granola bars (5g fat or less per serving)
- Low-fat cheese assortment & assortment of whole grain crackers
- Pita chips served with hummus
- Whole grain muffins (cut in half if not serving mini muffins) and whole grain breads
- Low-fat yogurt
- Pretzels, popcorn, baked chips, trail mixes
- Bagels with low-fat cream cheese or jams - cut bagels in halves or quarters
- Low-fat yogurt

#### **Lunch/Dinner Suggestions:**

- Raw vegetables with low-fat dip and fresh fruits
- Salads with low-fat salad dressing on the side
- Broth-based soups (using a vegetarian broth), or soups using evaporated skim milk instead of cream
- Raw vegetable salads marinated in fat-free or low-fat Italian dressing

- Sandwich platters - cut sandwiches in half so people can take smaller portions. Offer mustard and low-fat mayonnaise as condiments on the side. Use whole grain breads.
- Pasta dishes made with part skim mozzarella and part skim ricotta cheese (e.g., pizza, lasagna).
- Serve pasta with tomato or other vegetable-based sauces.
- Meat servings limited to a 4-ounce portion (fresh seafood, skinless poultry, lean beef – eye of round, London broil)
- Whole grain breads or rolls
- Baked potatoes with low-fat or vegetable toppings on the side
- Salads with dark green lettuces; spinach; beans and peas; grilled, lean meat and low fat cheeses
- Pasta, tofu and vegetable salads with fat-free or low-fat dressing
- Desserts: frozen yogurt or sorbet, small cookies, small individually wrapped chocolates, fruit crisp