

RFA Number 1003220225

New York State Department of Health

*Division of Nutrition/Center for Community Health
Bureau of Nutrition Risk Reduction*

Request for Applications

Hunger Prevention and Nutrition Assistance Program

RFA Release Date: **December 6, 2010**

Applicant Conferences:

Deadline for Registration:	December 31, 2010
New York City	January 4, 2011
Buffalo	January 13, 2011
Albany	January 18, 2011

Questions Due: **January 21, 2011**

RFA Updates Posted: **January 28, 2011**

Applications Due: **4:30 P.M. on February 14, 2011**

DOH Contact Name & Address:

NYSDOH.DON.BNRR.HPNAP
Attn: Kathy Headley,
Riverview Center, 150 Broadway,
6th Floor West,
Albany, NY 12204-2719
hpnap@health.state.ny.us

Table of Contents

I. Introduction.....	1
A. Description of Program.....	1
B. Background.....	1
II. Who May Apply	2
A. Minimum Eligibility Requirements	2
B. Preferred Eligibility Requirements	2
III. Project Narrative/Work Plan Outcomes	3
A. Project Types	3
1. Direct Service Projects.....	4
2. Food Recovery Projects	6
3. Resource/Grant Distribution Projects	8
B. Expectations of Project	11
IV. Administrative Requirements	12
A. Issuing Agency	12
B. Question and Answer Phase:	12
C. Applicant Conference	13
D. How to file an application.....	13
E. The Department of Health Reserves the Right to	14
F. Term of Contract.....	15
G. Payment & Reporting Requirements of Grant Awardees.....	15
H. Vendor Responsibility Questionnaire	17
I. General Specifications	17
J. Appendices.....	18
V. Completing the Application.....	19
A. Application Content.....	19
1. Cover Page.....	20
2. Project Summary.....	20
3. Description of Need.....	20
4. Applicant Organization.....	20
5. Project Activities.....	20
6. Project Evaluation.....	21
7. Budget.....	21
B. Application Format	21
C. Review & Award Process	22
VI. Attachments	24
Attachment 1: Standard Grant Contract with Appendices.....	25
Attachment 2: Letter of Interest Format-Sample	48
Attachment 3: Fill-in Application Direct Service Project	50
Attachment 4: Fill-in Application Food Recovery Project.....	51
Attachment 5: Fill-in Application Resource/Grant Distribution Project	52
Attachment 6: Fill-in Application Food Bank	53
Attachment 7: Budget Instructions	54
Attachment 8: Budget Package.....	55

Attachment 9: Sample Reports (MIS, MAP, Year End, etc) 56
Attachment 10: Work Plan Format 57
Attachment 11: Vendor Responsibility Attestation 58
Attachment 12: “People First” How to Plan Events Everyone Can Attend 60
Attachment 13: Sample NRM Workplan..... 61
Attachment 14: New York State Food Bank Regions 62

I. Introduction

The New York State Department of Health (NYSDOH), Division of Nutrition (DON), Bureau of Nutrition Risk Reduction (BNRR), Hunger Prevention and Nutrition Assistance Program (HPNAP) announces the availability of funding to provide emergency food and nutrition services to food insecure populations in New York State. It is anticipated that \$29.7 million of Supplemental Nutrition Assistance Program (SNAP) funding will be available for the contract period July 1, 2011 – June 30, 2012. Contracts resulting from this Request for Applications (RFA) will be continued for five years, contingent upon satisfactory contractor performance and continued availability of state funds. These funds are to be used to supplement, increase or improve existing emergency nutrition services and cannot be used to replace existing resources.

A. Description of Program

The Hunger Prevention and Nutrition Assistance Program, in partnership with Emergency Food Relief Organizations, are dedicated to improving the health and nutrition status of people in need of food assistance in New York State. The program accomplishes this by:

- Enhancing the accessibility and availability of safe and nutritious food and food related resources;
- Developing and providing comprehensive nutrition and health education programs;
- Monitoring needs and issues related to food security to strengthen program effectiveness; and
- Empowering people to increase their independence from Emergency Food Relief Organizations.

HPNAP was established in 1984 as a result of public health concerns about nutrition-related illnesses among persons in need of food assistance. HPNAP works with established networks by developing agreements with Emergency Food Relief Organizations (EFROs: Food Pantries and Soup Kitchens). Private and public partnerships have expanded in recent years as not-for-profit, federal and state agencies collaborated to improve the health and nutritional status of people in need of food assistance in New York State. Funding agreements have extended the limited resources of the primarily volunteer run EFROs. Approximately \$30 million in HPNAP funding is leveraged with other funding, donations and support to provide 160 million meals distributed through the EFRO network each year. HPNAP currently supports over 2500 EFROs in New York State with funding and nutrition guidance. Health information is also disseminated through EFROs for a population not easily reached by traditional educational means.

B. Background

More than one-third of New York State's residents have incomes at or below 200 percent

of the federal poverty level. According to federal guidelines, individuals living below the poverty level may be eligible for food assistance. However, federal food assistance programs, such as Food Stamps, do not provide the same level of support for New York residents as for residents of other states because these programs do not adjust for New York's higher costs for housing, utilities and food. In addition, most federal food assistance programs lack the capacity to provide immediate, emergency food assistance. As a result of these factors, New York State continues to depend on emergency food to assist residents. Currently there are about 2500 EFROs providing emergency meals and food in New York State. The number of EFROs is increasing at a rate of about 10 percent and the number of meals is increasing by as much as 40 percent every two years.

Currently adults benefit from 60%, children benefit from 27% and the elderly benefit from 13% of all emergency meals distributed through HPNAP supported food pantries, soup kitchens and emergency shelters.

In previous contract periods, HPNAP has funded eight regional Food Banks and several Service Projects, to distribute safe, nutritious foods to people in need of food assistance. Approximately 160 million meals are provided each year by sites receiving some form of HPNAP support. This RFA is to ensure that emergency food services are maintained in New York State.

II. Who May Apply

In order to receive a passing score, the application for requested HPNAP funding must be received in the HPNAP Central Office by the due date listed on the cover page of this RFA. Late applications will not be accepted. In addition, the application(s) must be typed and in the fill-in pdf format provided.

Failure to adhere minimum eligibility requirements below will result in failure of your application

A. Minimum Eligibility Requirements

-  \$100,000 budget minimum for application
-  Not-for-profit status

B. Preferred Eligibility Requirements

Organizations encouraged to apply for funding are those:

-  That provide services in accordance with the HPNAP mission
-  That address unmet need for emergency food services
-  That provide operational hours that accommodate the working poor
-  In which the sponsoring agency offers several of the following benefits:
 - Matching or other funding;

- In-kind donations or volunteer support;
- Coordinate services or establish public/private partnerships and outreach efforts with other agencies or NYSDOH programs;
- Utilize voucher/coupon or other models that increase access to healthy foods such as fresh/frozen produce and 1% or fat free milk while monitoring redemption and costs;
- Provide high quality (e.g. low sodium, low fat, nutrient dense, etc.) foods;
- Have nutrition standards that clearly discourage processed foods and encourage fresh and whole foods;
- Utilize local agriculture;
- Provide nutrition technical assistance and/or food safety and sanitation services;
- Referral or outreach services (e.g. Women Infants and Children, Child Health Plus and/or information on or referral to other government benefit programs);
- Projects that reduce independence on emergency food (e.g. employment services);
- Projects that have culturally competent services which are appropriate for the target population (e.g. recognizing food preferences and traditions of the community), and;
- Projects that increase client dignity and reduce waste by providing clients food choices (client choice).

III. Project Narrative/Work Plan Outcomes

A. Project Types

It is anticipated that \$29.7 million of Supplemental Nutrition Assistance Program (SNAP) funding will be available for all HPNAP local assistance contract types for the period July 1, 2011 – June 30, 2012. Funding will support two types of Hunger Prevention and Nutrition Assistance Program (HPNAP) contracts: Service Project (Direct Service, Food Recovery, and Resource/Grant Distribution) and Food Bank Project. All contracts will be reimbursement contracts which require that funds be expended before reimbursement can be requested. Organizations that receive an award will provide direct services, free of charge, to Emergency Food Relief Organizations (EFROs: food pantries and soup kitchens) and/or people in need of food assistance, and offer nutrition support services to the target populations in the most cost-effective manner.

In addition, applicants responding to this RFA should demonstrate an awareness of how minorities, persons with disabilities and Lesbian/Gay/Bisexual/Transgender (LGBT) persons have been considered in the development and implementation of the proposed services. Strategies for access to and participation in the services by these marginalized groups should be evident in formulating and implementing strategies in all phases of the response to this RFA.

If applying for more than one of these contract types described below, a complete, fill-in application (two (2) original and five (5) copies) should be submitted for each type.

Direct Service Project – Attachment 3

Food Recovery Project – Attachment 4

Resource/Grant Distribution Project – Attachment 5

Food Bank – Attachment 6

All four fill-in applications consist of a cover page (signed) that includes a listing of required eligibility documents, project summary, description of need, applicant organization, project activities, project evaluation and budget.

Three Service Project types (1-3 below) and the Food Bank Project type (4 below) are defined as follows:

1. Direct Service Projects

Direct Service Projects should demonstrate that direct Hunger Prevention and Nutrition Assistance Program (HPNAP) funds would be effectively utilized by their organization as compared to operating through their regional Food Bank's HPNAP system. Applicants should clearly demonstrate a need for at least **\$100,000** of HPNAP funds. Organizations not able to demonstrate this level of need, should consider requesting HPNAP support through another HPNAP contractor. **EFROs can receive HPNAP funded assistance through only one HPNAP contractor.** For example, organizations receiving a direct service contract cannot receive HPNAP funds through a food bank or other direct contractor for the same service.

HPNAP Direct Service Projects provide one or more of the following to people in need of food assistance (including at-risk or underserved populations):

- a) Client Choice Food Pantry** – These are food distribution operations that provide nutritious food to the target population for home preparation and consumption. Food pantries are open to the public, but may be based out of a shelter (facility for the homeless) or other facility. Applicants providing food pantry and/or soup kitchen service(s) at more than one site and directly operate all sites are considered Direct Service Projects. Applicants that distribute food and/or other resources to sites that they do not directly operate are considered Resource/Grant Distribution – Type B Projects.

All Direct Service food pantries (with the exception of mobile food pantries) will provide at least one type of a "Client Choice" model at their distribution location.

All direct service food pantry applicants should check the appropriate box for the client choice model(s) provided on the first page of the Direct Service Project Application (Attachment 3). Failure to do so before contract development will

result in the disqualification of your application. The models to choose from are as follows (in all cases, food pantry staff may assist clients to make food choices and pack bags):

- **Table** - food is set up on tables by food groups and clients walk by each table to choose and pack their food;
 - **Window** - clients stand outside the pantry area but can see the foods in the pantry and choose by pointing to the foods they want;
 - **Inventory List** - a list of foods in stock is posted or given to clients. Clients choose their foods from the list. Workers then assemble the clients' food bag;
 - **Walk-Through** - is set up by food groups inside the pantry. Clients walk through the pantry as they choose their food. Workers may help guide clients through the pantry, and;
 - **Supermarket** - clients walk through the pantry and place their food choices in their shopping cart or basket, similar to a grocery store. This model is similar to walk-through where food is set up on shelves by food group but usually requires a larger space. Workers may help guide clients through the pantry.
- b) **Soup Kitchen** – These programs serve congregate, prepared and complete nutritious meals. Soup kitchens are open to the public, but may be based out of a shelter (facility for the homeless) or other location. Applicants requesting support for Soup Kitchen Projects supply a safe and nutritious meal service to homeless or needy persons. Applicants providing food pantry and/or soup kitchen service(s) at more than one site and directly operate all sites are considered Direct Service Projects. Applicants that distribute food and/or other resources to sites that they do not directly operate are considered Resource/Grant Distribution – Type B Projects.
- c) **Special Nutrition Initiatives** – These projects are through community service agencies that have an innovative or unique way to provide low income clients improved access to healthy foods. They will increase the availability of nutrient dense foods such as fresh produce, 1% or fat-free dairy, or high quality lean protein for the EFRO network or directly to their clients, through expansion or enhancement of a current project. Successful applicants will be those with a minimum of one year of demonstrated experience in procuring/growing or distributing food in a low-income community (50% or more of school age children qualifying for free/reduced school lunch). Preference will be given to projects that collaborate with other community agencies to establish and maintain a sustainable project to procure, grow or distribute nutritious foods and/or include New York State grown/produced foods. All funded projects will provide some

type of nutrition education to the target population to encourage preparation, acceptance, and consumption of nutritious foods. The nutrition education can be provided directly by an applicant with nutrition expertise or in collaboration with an agency that can provide this service (e.g. Cornell Cooperative Extension, Just Say Yes to Fruits & Vegetables Program, Food Bank Nutrition Resource Manager, etc.).

Some examples of Special Nutrition Initiatives are:

- **Mobile Produce and/or Milk Distributor:** These projects transport and distribute high quality, fresh fruits and vegetables and/or 1% or fat free fluid milk directly or through vouchers to low-income communities. For food safety reasons, operators can only cut, slice, peel, or process fruits or vegetables in approved facilities prior to transport on the cart/mobile. The transported produce and/or milk vouchers will be provided free of charge for the target population.
- **Gardening Project:** These projects increase access or availability of fresh produce through establishing working gardens. All generated produce will be provided to pantries, soup kitchens or directly to low income consumers free of charge. Gardening projects should include technical assistance from a gardener or garden agency with demonstrated experience of at least 3 years. Examples of gardening projects include “Grow a Row” and “Garden in a Bucket”, or local community supported agriculture (CSA) type projects.
- **Produce Procurement Project:** These include projects that harvest or procure produce to be distributed directly to low-income populations. An example of a produce procurement project is procuring or purchasing leftover produce from Farmer’s Markets after market closing and distributing to EFRO networks or low-income communities.
- **Food Processing Project:** These projects procure fresh foods such as produce and process the foods to extend the shelf-life while preserving nutritional quality for distribution to EFRO networks or low income communities. Examples of food processing include canning, vacuum packaging, and freezing. Successful applicants will have demonstrated experience in food processing or collaborate with an approved food processing facility.

2. Food Recovery Projects

These projects collect perishable, fresh or prepared food that would otherwise go to waste. Food may be collected directly from the farmers’ field, at grocery stores, etc. The food is then distributed directly by the contractor or through a network of emergency food relief organizations. Food Recovery projects should have

documented relationships established with local farms, community gardens, food companies and establishments, or other entities that offer wholesome food free of charge to the contractor. Documented relationships with recipient emergency food relief organizations should also exist. Additionally, these projects should have policies in place for the safe collection, storage and prompt distribution of gleaned, prepared and perishable food, as well as written guidelines for the solicitation and collection of wholesome food.

List each type of Food Recovery Project that you are requesting funding for on the first page of the Food Recovery Application (Attachment 4). The types of Food Recovery Projects are as follows:

- a) **Gleaning** - These projects collect or gather crops from farmers' fields that have already been mechanically harvested, or on fields where it is not economically profitable to harvest for commercial use. They should adhere to the following guidelines:
 - Maintain records which indicate name, poundage, and provider, date of recovery or receipt, date of distribution and recipient of recovered food item.
 - Store gleaned product in a manner that maintains soundness and acceptability of the food item.

- b) **Prepared Food Recovery** – These projects collect prepared food (food that has been altered, or made ready for consumption) from credible, licensed food service establishments. Examples include casseroles, deli meats, cut fruit or vegetables, sliced cheese and salads. They should adhere to the following guidelines:
 - Do not allow the recovery and distribution of second-hand food (food that is left over by the public).
 - Maintain an intake log of recovered food, including source and date of pick-up.
 - Maintain an applicable temperature flow log for pick-up and drop-off of recovered food.
 - Distribute only to soup kitchens with appropriate permits, and ensure that recipient EFRO staff and volunteers are trained in safe food handling.

- c) **Perishable Food Recovery** - These projects collect perishable food (food that has remained unaltered from the manufacturer) from wholesale and retail sources. These foods are liable to spoil or decay in the immediate future. Examples include packaged foods (boxed eggs, yogurt, brick cheese, pasteurized milk), and loose foods (whole fruits and vegetables). They should adhere to the following guidelines:
 - Packaged food is labeled with the donor's name, ingredients and serve by date prior to storage and distribution.

- Maintain temperature flowchart for packaged food.
- Ensure that recipients of recovered perishable food are knowledgeable of proper food handling procedures.

3. Resource/Grant Distribution Projects

These projects distribute resources and/or funding to a network of emergency food relief organizations either through a formal application process open to organizations in a specific geographical location in New York State or through a network of sites already operating under the applicants' umbrella organization. A grant distribution contractor is an incorporated, not-for-profit (i.e., IRS 501(c) 3 status) agency that has been in existence for at least twelve (12) continuous months and has a contract directly with the State to administer HPNAP fiscal support grants and/or special funding initiatives (e.g. seed grants), monitor HPNAP recipient organizations, and provide technical assistance to eligible emergency food relief organizations. Grant distribution contractors may also allocate HPNAP and other food and operational assistance monies to provide cost effective assistance and optimal nutrition quality to emergency food relief organizations that do not receive HPNAP from other sources. At least one Resource/Grant Distribution award will be made in the New York City region.

Resource/Grant Distribution Project applicants should check the enrollment type (A or B described) it intends to offer on the first page of the Resource/Grant Distribution Project Application (Attachment 5).

a) Type A Resource/Grant Distribution Projects - These projects provide HPNAP funding to any emergency food relief organization (EFRO) eligible to apply through a formal application process within a defined geographic area. Type A project activities are as follows

- Administer a HPNAP Food Grant Project which includes a Request for Proposal (subcontract procurement) to be distributed to eligible EFROs within a specific region. Applications will be rated by a Review/Advisory Committee using an objective scoring process and notification will be given to applicants within a prescribed timeframe.
- (optional) Administer a HPNAP Operations Support (OS) Grant annually to optimize EFRO food supply access or provision of services. OS funding is available to EFROs to supplement their operating cost/needs for staffing, utilities, space, food service disposables, transportation, and food service (Capital) equipment. Contractors will solicit eligible applicants, distribute and receive applications, recruit and orient review committee members, establish an objective scoring process, allocate funds to award

recipients, and monitor award recipients for compliance to established policies and submission of required documentation. Development, scoring, and review processes are approved by the designated HPNAP Contract Manager before implementation. Review committees are comprised of EFRO representation from designated service area, contractor staff and the HPNAP Contract Manager. HPNAP contractors are ineligible to receive Operations Support and Food Grant awards through this subcontract procurement process.

- (optional) Administer the HPNAP Nutrition Resources Management (NRM) Project which provides nutrition technical assistance to emergency feeding sites through HPNAP funded Nutrition Resource Managers. Staff positions or a consultant may be used. The NRM Project should provide the following:
 - 1) Nutrition education and nutrition-related technical assistance to EFROs
 - 2) Technical assistance to obtain reasonably priced nutritious foods
 - 3) Training and technical assistance to EFROs on issues such as Food Safety and Sanitation, Nutrition, and other related health concerns
 - 4) Assistance in menu planning to EFROs;
 - 5) Reports detailing nutrition-related activities and progress to the NYS Department of Health, and;
 - 6) An NRM work plan detailing these activities (see Attachment 13 for a sample)
- Administer a HPNAP Food Safety and Sanitation Project;
- Conduct HPNAP member agency needs assessments and satisfaction studies to develop an action plan for improving services;
- Comply with HPNAP Initiatives such as Increase Milk and Produce, Client Choice, Customer Satisfaction and Food Quality;
- (optional) Offer Additional grant opportunities (mini-grants) which will increase the nutrition and health services; and
- (optional) Linkages to other Grant Provider Programs which will increase economic self-sufficiency.

b) Type B - Resource/Grant Distribution Projects- These projects provide HPNAP funded resources to Emergency Food Relief Organizations in their network. Applicant organizations providing HPNAP funded resources to sites they directly operate are considered Direct Service Projects (see pg 4).

- Sites will be selected based on meeting eligibility criteria established by the main organization, such as low income community, and type of operation including an affiliation with the organization;
- Umbrella organizations will allocate budgets within a network of affiliated sites;
- Umbrella organizations will establish agreements with each site in the network which include food, food safety and nutrition requirements, reporting requirements, and other requirements deemed necessary, and;
- All operations require approval by HPNAP.

4. Food Bank Projects

These projects provide food distribution and nutrition support services to EFROs. These contracts have become one of the Program's primary mechanisms for ensuring access to HPNAP funding statewide. One Food Bank award will be made in each Feeding America, Food Bank Region. Food Banks perform the following project activities, but may also request funds for other innovative projects that enhance nutrition-related support to needy populations:

- Comply with all specific goals, objectives and activities established in contract documents;
- Comply with applicable Federal and State regulations, local laws, HPNAP and Feeding America (formerly America's Second Harvest) policies and procedures;
- Administer a **HPNAP Food Grant Project** which allows eligible emergency feeding sites within Food Bank regions to apply for and receive HPNAP purchased and donated foods (donated product that is distributed using HPNAP monies). This includes soliciting, receiving and reviewing HPNAP food grant applications; establishing lines of credit for agencies and notifying sites of their awards; providing HPNAP purchased and donated food to EFROs; and collecting service reports from HPNAP food grant recipients and forwarding those service reports to the Program each month. **Food Banks are expected to allocate at least 60% of their HPNAP budgets for food (including separate lines for produce and 1% or fat-free fluid milk), shared maintenance for donated food, and handling fees for purchased food;**
- Administer a HPNAP Operations Support (OS) Grant annually to optimize EFRO food supply access. OS funding is available to EFROs to supplement their operating cost/needs for staffing, utilities, space, food service disposables, transportation, and food service (Capital) equipment. Contractors will solicit eligible applicants, distribute and receive applications, recruit and orient review committee members, establish an objective scoring process, allocate funds to award recipients, and monitor award recipients for compliance to established

policies and submission of required documentation. **Food Banks are expected to allocate at least 12% of their HPNAP budget for the Operations Support Grant. Development, scoring, and review processes are approved by designated HPNAP Contract Manager before implementation;**

- Administer the HPNAP **Nutrition Resource Management (NRM) Project** which provides nutrition technical assistance to Food Banks and emergency feeding sites through HPNAP funded Nutrition Resource Managers. Staff positions or a consultant may be used. The NRM Project should provide the following:
 - 1) Direction in obtaining reasonably priced nutritious foods;
 - 2) Lead role in developing and implementing nutrition standards that ensure nutritious foods, especially whole fresh foods are provided, and limits processed foods;
 - 3) Training and technical assistance to EFROs on issues such as Food Safety and Sanitation, Nutrition, and other related health concerns;
 - 4) Menu planning assistance to EFROs;
 - 5) Reports detailing nutrition-related activities and progress to the NYS Department of Health, and;
 - 6) An NRM work plan detailing these activities (Attachment 13).

- Implement a system that creates access to HPNAP purchased and donated food;

- Participate in the HPNAP Food Transportation Project, which allows Food Bank contractors to receive donated and purchased foods from throughout the country for distribution to EFROs;

- Administer a HPNAP Food Safety and Sanitation Project, to support the delivery of safe foods to emergency food recipients (which includes providing food safety and sanitation supplies and training to EFROs);

- Establish or improve networking among EFROs to improve the effectiveness of emergency food services by ensuring access, food safety, nutritional quality, and cost efficiency;

- Conduct HPNAP member agency needs assessments and satisfaction studies to develop an action plan for improving services;

- Comply with HPNAP Initiatives such as Increase Milk & Produce, Client Choice, Customer Satisfaction and Food Quality; and

- Work with local farmers to develop sustainable partnerships.

B. Expectations of Project

All HPNAP Contract Types conduct the following activities:

- Comply with all specific goals, objectives and activities identified in contract documents;
- Report deliverables in the format and timeframe requested by the Program;
- Participate in evaluation projects with the New York State Department of Health, Division of Nutrition as requested;
- Comply with applicable Federal and State regulations and local laws, and;
- Comply with the HPNAP policy and procedures.

A sample contract is attached for reference (Attachment 1). After contractors are selected, contract documents will be submitted to the contractor for signature. Contracts are not executed until they are signed by both the New York State Attorney General and Comptroller.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the NYS Department of Health, Division of Nutrition, Bureau of Nutrition Risk Reduction, Hunger Prevention and Nutrition Assistance Program (HPNAP). The Department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase:

Submit substantive questions in writing or via email to:

Kathy Headley
Health Program Administrator
NYSDOH/DON/BNRR
Hunger Prevention and Nutrition Assistance Program
Riverview Center
150 Broadway, Fl 6 West
Albany, NY 12204
HPNAP@health.state.ny.us

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

Questions of a technical nature can be addressed in writing or via telephone by calling Kathy Headley at (518) 402-7392. **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 clarification 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, responses to questions raised at the applicant conference and official applicant conference minutes), 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 updated information.

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

C. Applicant Conference

Applicant Conferences will be held for this project. Conferences will be held in Albany, Buffalo and New York City on the dates and times posted on the cover sheet of this RFA. The Department requests that potential applicants register for this conference by emailing hpnap@health.state.ny.us to insure that adequate accommodations be made for the number of prospective attendees. A maximum number of two representatives from each prospective applicant will be permitted to attend the applicant conference. Failure to attend the Applicant Conference will not preclude the submission of an application. The deadline for reservations is posted on the cover page of this RFA.

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 *.

Kathy Headley
Health Program Administrator
NYSDOH/DON/BNRR
Hunger Prevention and Nutrition Assistance Program
Riverview Center
150 Broadway, Fl 6 West
Albany, NY 12204-2719

Applicants shall submit applications hardcopy; **two (2) original, signed applications and three (3) copies.** 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.

Fill-in applications are to be completed electronically in the format and space provided. Attachments are to be included where requested in the fill-in application. Attachments are to be labeled as dictated in the fill-in application. Once complete, print the application and submit 5 hardcopies; 2 with original signatures.

* It is the applicant's responsibility to ensure 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 offeror's application and/or to determine an offeror'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 be for the period July 1, 2011 and end on June 30, 2012, with the option for four annual renewals, depending on the availability of funds and contractor performance.

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 monthly or quarterly vouchers and required reports of expenditures to the State's designated payment office:

Bureau of Administration and Evaluation
NYS Department of Health
Riverview Center, 150 Broadway, Fl 6 West
Albany, NY 12204-2719

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, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. 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 terms will be: Contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Work Plan.

3. The grant contractor will be required to submit the following periodic reports where applicable:
 - Monthly service reports documenting meals and/or pounds of food distributed by HPNAP member agencies.
 - Milk and produce reports.
 - Expenditure reports to be submitted with reimbursement vouchers on a monthly or quarterly basis.
 - Participation in the NYS Department of Health's surveys as requested.
 - Mid Year and/or Year-End Work Plan reports documenting progress meeting the goals and objectives specified in the contract. Documentation will include support statements for significant variation in objectives. Objectives will be reevaluated and submitted with Annual Work Plan and Budget Renewal requests.
 - Ad-hoc reports or responses to Program requests for information to be submitted on an as necessary basis.

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 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. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website 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 11).

I. General Specifications

1. By signing the cover page of the fill-in application(s) 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

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

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

APPENDIX G - Notifications

APPENDIX X

V. Completing the Application

A. Application Content

Fill-in Applications in PDF format will be used for this RFA. There are four fill-in applications:

- Direct Service Project (Attachment 3)
- Food Recovery Project (Attachment 4)
- Resource/Grant Distribution Project (Attachment 5)
- Food Bank (Attachment 6)

If applying for more than one of these contract types described below, a complete, fill-in application (two (2) original and three (3) copies) should be submitted for each type.

Below is a brief summary of the application content. The fill-in applications attached may request additional information not listed below. Please note that incomplete applications may result in a loss of points that that may in turn deem the application ineligible for an award. Applications will not be accepted in any other format than the fill-in PDF applications attached. Included in each application, numbered 1-4 above, is the following:

1. Cover Page

- a) Applicant Organization name, address, telephone number and e-mail address
- b) Total funding request
- c) Project Director printed name and original signature
- d) Signed attestation of the applicant organization having had a minimum of 12 months experience providing the services described in the application. This is required to receive an award.
- e) Contract Type selection (if applicable)
- f) Required Eligibility Documents (please see specific eligibility documents listed on the cover page of the appropriate fill-in application.)

2. Project Summary

Describe the proposed project or service. Include the following information:

- a) Anticipated outcomes and measurement methodology
- b) Site location(s) and hours of service or operation
- c) Target population and service area including the plan for incorporating minorities and persons with disabilities in implementation of services
- d) Organization's experience and accomplishments in providing services
- e) Additional benefits such as matching or other funding, in-kind donations, volunteer support, etc.)

3. Description of Need

Describe the catchment area you plan to serve and why. Include how you determined there is a need in this catchment area. Describe the lack of or inadequacy of existing emergency food relief services needed by the target population. Describe the extent to which the proposed project will address the described unmet need. Be precise as to how your proposed project will provide services that others in your catchment area cannot provide.

4. Applicant Organization

Describe your organization's mission, structure and services. Include collaborations and letters of support, major funding sources, licenses/certifications held by program staff, cost containment and purchasing policies, etc.

5. Project Activities

Describe your plan for providing the proposed service and describe how you will obtain the project objectives and expectations outlined in Section III of this RFA. Identify your service goal(s) with measurable objectives including a projected service level of pounds or meals. Include the type of project activities to be accomplished over the course of the

year for each objective.

6. Project Evaluation

Provide a summary of how the proposed service will be evaluated to determine that progress is being made and objectives are being met. Include objectives for inclusion of minorities and persons with disabilities information on the achievement of objectives.

7. Budget

Submit a completed budget package (Attachment 8) for a 12 month period, beginning July 1, 2011. Include a justification for each cost. Justifications should fully explain the intent of the funding for the budget category as well as how the amount was computed. For all staff, the justification should delineate how the percentage of time devoted to this initiative was determined. Budget requests should be reasonable and cost effective and identify only those funds necessary to provide the proposed services.

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.

All costs need to be reasonable and related to market rates. Unallowable and/or unreasonable costs will be removed from budget requests. The budget amount requested will be reduced to reflect the removal of the unallowable and/or unreasonable costs (see Attachment 7 Budget Instructions for a list of allowable costs).

Administrative overhead costs will not be allowed.

B. Application Format

The Fill-in Applications provided have a prescribed format. Provide your responses to requests for information in the fill-in space available directly below it. This is the case for all applications unless it is noted that an attachment with a specific label will be accepted or is required. In that instance, include and label the attachment as directed and attach to the application, otherwise you may not receive any points for providing them. Because this document will be printed and signed before submission, make sure that your response text is visible in its entirety on the printed pages. If it is not we may not be able to evaluate your response and your application may lose points as a result. **Handwritten applications will not be accepted.**

1. Cover Page and eligibility documents (Pass/Fail)
2. Project Summary (maximum score: 10 points)
3. Description of Need (maximum score: 15 points)
4. Applicant Organization (maximum score: 10 points)
5. Project Activities (maximum score: 35 points)

- 6. Project Evaluation (maximum score: 10 points)
- 7. Budget (maximum score: 20 points)

C. Review & Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH, Division of Nutrition.

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

The review process will use regional criteria to award grants. Regional criteria may consider, but not be limited to, available information on regional poverty and unmet need within regions. Applications will be divided into two categories; food bank and service project for each region of the state (see Attachment 14 for regions). The service project category includes direct service, food recovery and resource/grant distribution. Applicants will compete within their category for available funding. Applications will be placed into a region based on the applicant address provided on the cover page of the fill-in PDF application that is submitted.

Proposals will be evaluated by review teams comprised of Department of Health (DOH) staff. There will be only one Food Bank Contract awarded in each region. Scores are based on a 100 point system and only those applications receiving a score of 65 or more will be considered for funding. Reviews will focus on the following factors: responsiveness to RFA; expertise of contractor and staff; project organization and administration; nutrition standards and effectiveness and cost efficiency in meeting the nutritional needs of food insecure, low-income populations; and the completeness, clarity, accuracy and feasibility of the proposal.

Proposed budgets of those applications receiving scores of 65 or above will be reviewed by a second DOH panel to establish final contract recommendations and funding levels. The final selection process **may** include a site visit to applicant agencies and final awards may require a contract development meeting with DOH staff. The panel will review applicant proposals, service-areas, county or regional need information and additional benefits offered by the sponsoring agency and services and costs to the state to make selection recommendations. Contract recommendations will be forwarded by the panel for Department approval and all applicants will be informed prior to July 2011, of the outcome of their application.

In the event of a tie, the application demonstrating the most efficient use of HPNAP funding will be awarded the contract.

If additional funding becomes available for this initiative, the Department reserves the right to increase contracts proportionately within contract types or to allocate funds proportionately to individual contract types to maximize access to these funds or to ensure full expenditure of these monies.

Following the award of grants from this RFA, applicants may request a debriefing from the NYS DOH, Division of Nutrition, Bureau of Nutrition Risk Reduction, Hunger Prevention and Nutrition Assistance 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 unsuccessful bidders wish to protest the award resulting from this RFA, 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.

VI. Attachments

Attachment 1: Standard Grant Contract with Appendices.....	25
Attachment 2: Letter of Interest Format-Sample	26
Attachment 3: Fill-in Application Direct Service Project	50
Attachment 4: Fill-in Application Food Recovery Project.....	51
Attachment 5: Fill-in Application Resource/Grant Distribution Project.....	52
Attachment 6: Fill-in Application Food Bank	53
Attachment 7: Budget Instructions	54
Attachment 8: Budget Package.....	55
Attachment 9: Sample Reports (MIS, MAP, Year End, etc).....	56
Attachment 10: Work Plan Format	57
Attachment 11: Vendor Responsibility Attestation.....	58
Attachment 12: “People First” How to Plan Events Everyone Can Attend	60
Attachment 13: Sample NRM Workplan.....	61

**ATTACHMENT 1: STANDARD GRANT CONTRACT
WITH APPENDICES**

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

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

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

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

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

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

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

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GRANT CONTRACT (STANDARD)

STATE AGENCY (Name and Address): _____	.	NYS COMPTROLLER'S NUMBER: _____
	.	
	.	ORIGINATING AGENCY CODE: _____
CONTRACTOR (Name and Address): _____	.	TYPE OF PROGRAM(S) _____
	.	
	.	
FEDERAL TAX IDENTIFICATION NUMBER: _____	.	INITIAL CONTRACT PERIOD _____
	.	
MUNICIPALITY NO. (if applicable): _____	.	FROM: _____
	.	
	.	TO: _____
CHARITIES REGISTRATION NUMBER: ____ - ____ - ____ or () EXEMPT: (If EXEMPT, indicate basis for exemption): _____	.	FUNDING AMOUNT FOR INITIAL PERIOD: _____
	.	
	.	MULTI-YEAR TERM (if applicable): FROM: TO: _____
CONTRACTOR HAS() HAS NOT() TIMELY FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS. _____	.	
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 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 A-2	Program-Specific Clauses
_____	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
_____	APPENDIX _____	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, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. 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, 9th 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.

APPENDIX A-1
(REV 10/08)

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, which 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 II, 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 B

BUDGET
(sample format)

Organization Name: _____

Budget Period: Commencing on: _____ Ending on: _____

Personal Service

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

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

Other Than Personal Service Amount

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

TOTAL OTHER THAN PERSONAL SERVICE _____

GRAND TOTAL _____

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

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. 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 25 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 <monthly or 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, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. 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, 9th 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 ____ days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE <monthly or quarterly> voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the _____.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than _____ days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount

payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

- 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, or a portion thereof, may be applied toward payment of amounts payable under Appendix B of this AGREEMENT or may be made separate from payments under this AGREEMENT, at the discretion of the STATE.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. If payment is to be made separate from payments under this AGREEMENT, 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

Insert Reporting Requirements in this section. Provide detailed requirements for all required reports including type of report, information required, formatting, and due dates. Please note that at a minimum, expenditure reports (to support vouchers) and a final report are required. Other commonly used reports include:

Narrative/Qualitative: This report properly determines how work has progressed toward attaining the goals enumerated in the Program Workplan (Appendix D).

Statistical/Qualitative Report: This report analyzes the quantitative aspects of the program plan - for example: meals served, clients transported, training sessions conducted, etc.

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 modification (complete only items being modified):

\$ _____ From ____ / ____ / ____ to ____ / ____ / ____ .

This will result in new contract terms of:

\$ _____ From ____ / ____ / ____ to ____ / ____ / ____ .
(All years thus far combined) (Initial start date) (Amendment end date)

**ATTACHMENT 2: LETTER OF INTEREST FORMAT-
SAMPLE**

Attachment 2

Sample

Letter of Interest

or

Letter to Receive Notification of RFA Updates and Modifications

DOH Contact
DOH Address

Re: RFA #
RFA Title

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,

ATTACHMENT 3: FILL-IN APPLICATION DIRECT SERVICE PROJECT

See separate Adobe PDF Attachment 3 posted with this RFA. The attachment will allow you to use Adobe Reader to complete, print and save your application.

ATTACHMENT 4: FILL-IN APPLICATION FOOD RECOVERY PROJECT

See separate Adobe PDF Attachment 4 posted with this RFA. The attachment will allow you to use Adobe Reader to complete, print and save your application.

ATTACHMENT 5: FILL-IN APPLICATION RESOURCE/GRANT DISTRIBUTION PROJECT

See separate Adobe PDF Attachment 5 posted with this RFA. The attachment will allow you to use Adobe Reader to complete, print and save your application.

ATTACHMENT 6: FILL-IN APPLICATION FOOD BANK

See separate Adobe PDF Attachment 6 posted with this RFA. The attachment will allow you to use Adobe Reader to complete, print and save your application.

ATTACHMENT 7: BUDGET INSTRUCTIONS

Attachment 7 - Budget Instructions

The attached Budget Package must be completed, including the summary budget page and returned in its entirety as part of the response to this RFA. Applicants are not required to allocate funds to every budget line category but must place all funding requests into the budget line categories provided.

Below is a description of allowable costs for each HPNAP budget category. All costs that are not consistent with this section or are deemed to be unreasonable compared with market rates will be considered “unallowable” and will result in a reduction of awards.

Allowable costs for HPNAP Funding by Budget Category:

Personal Service – The cost of wages, salaries, shift differential and severance pay for time spent on HPNAP-related activities that are consistent with the job descriptions and work plan submitted and can be supported by Time Distribution records.

Fringe Benefits – The employer’s contribution for FICA, Unemployment and Disability Insurance, Worker’s Compensation, and other miscellaneous employer provided benefits. Only that portion of the benefit which is in proportion to the HPNAP functions that the employee performs are supportable. Only benefits available to all employees will be allowed.

Space – Expenses for Program-related work or storage space, proportional to the amount of space utilized for Program-related functions. Two space forms are provided, one for food banks only and one for all other contract types.

Program Operations – Expenses for **HPNAP-related-** Materials & Supplies; Information and Education Materials; Printing and Copying; Equipment Leases & Maintenance Contracts/Extended Warrantees; Telephone/Fax costs; and Postage & Delivery costs.

Travel – HPNAP-related expenses for transportation, lodging, meals, conference/registration fees and related expenses. HPNAP-related expenses for the transportation of food to EFROs including truck leases and maintenance.

Equipment – HPNAP-related office and food service equipment with a unit cost of \$300 or more.

Audit – Proportional HPNAP cost of a required annual agency audit as defined by Appendix A-1 of the DOH Contract boilerplate.

Other – Proportion of HPNAP-related costs of doing business which cannot be funded in a more appropriate and specific budget line.

Fresh Produce – Costs for fresh fruits and vegetables to be distributed to HPNAP clients/agencies. HPNAP encourages the procurement of New York State grown produce when feasible.

1% or Fat Free Fluid Milk – Costs for 1% or fat free fluid refrigerated or shelf-stable milk to be distributed to HPNAP clients/agencies. HPNAP encourages the procurement of New York State produced dairy products where feasible.

Food – Costs for nutritionally eligible purchased food to be distributed to HPNAP clients/agencies that are consistent with the service levels proposed.

Food Safety and Sanitation – Costs for HPNAP-approved Food Safety Items as listed on the Food Safety and Sanitation Budget form that are necessary for the safe preparation of the projected number of emergency meals to be served by the agency.

Client Choice – Costs for implementing or augmenting client choice service models for food pantries.

Food Bank and Resource/Grant Distribution Type A only

Handling Fees for Purchased Food - The Food Bank's established cost per pound (not to exceed \$.12 per pound) charged to EFROs for receiving purchased foods from the Food Bank. Only nutritionally eligible purchased foods (as per Program policies) delivered to EFROs qualify for this fee.

Shared Maintenance Fees for Donated Food – Food Bank and Resource/Grant Distribution Type A only. The Food Bank's established cost per pound (not to exceed \$.19 per pound) charged to EFROs for receiving donated foods from the Food Bank. Only nutritionally eligible donated foods delivered (as per Program policies) to EFROs qualify for this fee.

Operations Support – Food Bank and Resource/Grant Distribution Type A only. Pass-through funding provided to eligible EFROs who apply directly to the contractor.

Seed Grants – Costs for providing support to projects that address un-served or underserved communities, and/or provide start-up monies for projects that can provide an effective service and have potential to become self-sustaining. The Contractor must establish a Seed Grant process in accordance with HPNAP requirements.

ATTACHMENT 8: BUDGET PACKAGE

See separate Microsoft Excel attachment

PERSONAL SERVICE BUDGET FORM

Organization Name: _____

Contract Number: _____

Contract Period: _____

Instructions:

- (1) Enter the title of the position for which funds are requested.
- (2) Specify the name of the person currently serving in the position. If there is no incumbent enter "Vacant" or "New". For new positions include a job description and justification for the establishment of the position. For a new contract, all job descriptions funded in full or in part by HPNAP funds must be
- (3) Enter the number of hours in the agency work week (e.g., 35, 37.5, 40, etc.)
- (4) Enter the total number of hours worked by the employee each week regardless of the funding source. If the hours vary each week, use an average.
- (5) Enter the number of hours devoted to HPNAP contract activities each week (or an average). The allocation of time must be supported by the employees' time records. **MUST BE IN .25 INCREMENTS.**
- (6) Compute the percent of time by dividing column (5) by column (4). **Round to the nearest hundredth.**
- (7) Enter the date the position will be filled during the budget period. If a raise is scheduled during the budget period, please specify the date it will become effective. Use two lines to first report the fill date and second the salary increase date.
- (8) Enter the amount of funding needed to support the position for twelve (12) months regardless of the funding source. If the salary is expected to increase during the budget period, use two lines to report the old and new salaries.
- (9) Enter the amount of funding requested for the position. The amount must be equal to or less than the result of multiplying column (6) times column (8). If a position will be filled for less than 12 months, the amount requested should be prorated accordingly.

All amounts must be rounded to the nearest dollar. If additional space is required, use a photocopy of this form. All entries in columns (1) and (9) must be transferred to the Personal Service section of the Summary Budget Form. Staff with the same Titles should be combined on the Summary Budget Form.

(1) Position Title	(2) Incumbent	(3) # Hours In Agency Work Week	(4) Total Hours Worked Per Week	(5) Total Hours Devoted To Contract	(6) % of Time Devoted To Contract	(7) Effective Date	(8) Annual Salary	(9) Amount Requested
Total Personal Service Amount Requested								\$0

FRINGE BENEFITS BUDGET FORM (Page 1 of 2)

Organization Name: _____

Contract Number: _____

Contract Period: _____

Please complete both the Rate and Amount columns for each component included in Fringe Benefits. If a component is not listed, include that component under Other and specify it. If a component is computed based on a method other than a percentage rate, attach a description of the method used showing all calculations. All percentages should be rounded to the nearest hundredth (e.g. 7.65%) and all amounts should be rounded to the nearest dollar.

The New York State Department of Health cannot contract with any agency that does not provide FICA, unemployment insurance, workers' compensation and disability insurance coverage for their employees.

Complete Page 2 of the Fringe Benefits Budget Form if different benefit rates are used for different employees. Carry forward the amounts from column (5) on page 2 to the Amount column below.

<u>Component:</u>	<u>Rate</u>	<u>Amount</u>
Federal Insurance Contributions Act (F.I.C.A.)	7.65%	_____
Unemployment Insurance	_____ %	\$ _____
Disability Insurance	_____	_____
Workers' Compensation	_____ %	\$ _____
Health Insurance	_____	_____
Life Insurance	_____	_____
Pension/Retirement	_____	_____
Other: (Specify)		
_____	_____ %	\$ _____
_____	_____ %	\$ _____
_____	_____ %	\$ _____
_____	_____ %	\$ _____
_____	_____ %	\$ _____
_____	_____ %	\$ _____
Total Fringe Benefit Costs (a)		\$0
Total Fringe Benefit Amount Requested (b)*		
Composite Fringe Benefit Rate **		#DIV/0!

**The Rate is derived from dividing the Total Fringe Benefit Amount Requested (b) by the Total Personal Service Amount Requested on the Personal Service Budget form.

FRINGE BENEFITS BUDGET FORM (Page 2 of 2)

Organization Name: _____

Contract Number: _____

Contract Period: _____

Complete this page only if different rates or amounts are used for different employees.

Instructions:

- (1) Enter the description of the fringe benefit (i.e., F.I.C.A., Workers' Compensation, etc.)
- (2) Enter the percentage rate or dollar amount of the benefit.
- (3) Enter the position title(s) to which the benefit rate or amount applies. If the rate applies to only full time staff, enter "All Full Time"; if it applies to specific staff, enter their title. If more than one position is involved, enter the number of employees affected.
- (4) Enter the amount of the salary or salaries to which the percentage rate applies.
- (5) If a percentage rate is entered in column (2), multiply that rate by the salary or salaries shown in column (4). If an amount is entered in column (2), multiply that amount by the number of positions specified in column (3).

Total the amounts for each Component and carry those totals to the Amount column on Page 1 of the Fringe Benefits Budget Form. Round all amounts to the nearest dollar. Use additional sheets if necessary.

(1) Component	(2) Percentage Rate or Dollar Amount	(3) Position(s) To Which Rate Or Amount Applies	(4) Salary Or Salaries To Which % Rate Applies	(5) Amount

SPACE BUDGET FORM

Organization Name: _____

Contract Number: _____

Contract Period: _____

Instructions: This form is **NOT** for Food Bank use.

- (1) Enter amounts in the spaces provided. Round all amounts to the nearest dollar.
Use additional sheets if necessary.

Address of Site(s)

Site 1. _____

Site 2. _____

Site 3. _____

Total **Annual** Agency Space related costs. (Only enter categories for which HPNAP reimbursement will be requested)

(A) Annual Rent (refer to lease agreement(s))	\$	_____
(B) Maintenance (for buildings or facilities)	\$	_____
(C) Janitorial Supplies/Cleaning Costs	\$	_____
(D) Pest Control	\$	_____
(E) Utilities	\$	_____
1. Electric	\$	_____
2. Heating	\$	_____
3. Water/Sewer	\$	_____
Total Utilities (Add E.1+E.2+E.3)		\$0
(F) Other (specify) _____	\$	_____
(G) Other (specify) _____	\$	_____
(H) Total Space related costs (Add (A) through (G))		\$0

HPNAP portion of Space related costs - Choose either Method A or Method B

Method A - This method computes costs based on the number of staff assigned to the Program.

- (I) Total number of staff at this location(s) _____
(J) Number of HPNAP supported staff at this location _____
(K) Divide (J) by (I), convert to percentage #DIV/0!
(Space related costs charged to HPNAP are to be billed at this rate or less)

Method B - This method computes costs based on the square footage utilized to the Program.

- (L) Total Square Footage at this location(s) _____
(M) Square Footage used for HPNAP functions _____
(N) Divide (M) by (L), convert to percentage #DIV/0!
(Space related costs charged to HPNAP are to be billed at this rate or less)

Total HPNAP Space related costs

- (O) Multiply (H) by either (K) or (N) \$
(Depending on whichever method is used to calculate HPNAP portion)

(P) Total Space amount requested _____

(The amount on this line cannot exceed (O), and must be transferred to the Space line on the Summary Budget Form.)

SPACE BUDGET FORM

Organization Name: _____

Contract Number: _____ Contract Period: _____

Instructions: This form for Food Bank use ONLY.

- (1) Enter amounts in the spaces provided. Round all amounts to the nearest dollar.
Use additional sheets if necessary.

Address of Site(s)

Site 1. _____

Site 2. _____

Site 3. _____

Total **Annual** Agency Space related costs. (Only enter categories for which HPNAP reimbursement will be requested)

(A) Annual Rent (refer to lease agreement(s))	\$	_____
(B) Maintenance (for buildings or facilities)	\$	_____
(C) Janitorial Supplies/Cleaning Costs	\$	_____
(D) Pest Control	\$	_____
(E) Utilities	\$	_____
1. Electric	\$	_____
2. Heating	\$	_____
3. Water/Sewer	\$	_____
Total Utilities (Add E.1+E.2+E.3)		\$0
(F) Other (specify) _____	\$	_____
(G) Other (specify) _____	\$	_____
(H) Total Space related costs (Add (A) through (G))		\$0

HPNAP portion of Space related costs

- (I) Total poundage at this location _____
- (J) HPNAP poundage at this location _____
- (K) Divide (J) by (I), convert to percentage _____ #DIV/0!
- (Space related costs charged to HPNAP are to be billed at this rate or less)

Total HPNAP Space related costs

(L) Multiply (K) by (H) _____ #DIV/0!

(M) Total Space amount requested _____

(The amount on this line cannot exceed (L), and must be transferred to the Space line on the Summary Budget Form.)

PROGRAM OPERATIONS BUDGET FORM (Page 1 of 2)

Organization Name: _____

Contract Number: _____ Contract Period: _____

Program Operations costs include the six subcategories listed below. *Materials/Supplies* and *Informational/Educational Materials* should include any item with an individual unit cost of less than \$300, with the exception of computer software which should be budgeted under *Materials/Supplies* regardless of cost. If funds are requested for *Telephone/Fax*, provide the required information on page 2 of the Program Operations Budget Form. List individually each *Equipment Lease/Maintenance Contract* with its associated cost in the Justification/Basis For Cost column and the total cost in the Amount column. DO NOT include costs for vehicle leases on this form; vehicle leases should be included on the Travel Budget Form. DO NOT include costs for janitorial supplies on this form; janitorial supplies should be included on the Space Budget Form. For any shared cost, the Justification/Basis For Cost must include the cost allocation methodology used.

Description of Expense	Justification/Basis For Cost	Amount
Materials/Supplies	_____ _____ _____ _____	\$ _____
Informational/Educational Materials	_____ _____ _____ _____	\$ _____
Printing and Reproduction	_____ _____ _____ _____	\$ _____
Equipment Leases/Maintenance Contracts for Equipment	_____ _____ _____ _____	\$ _____
Telephone/Fax	Refer to Page 2 of Program Operations Budget Form _____ _____ _____	\$ _____
Postage/Delivery	_____ _____ _____ _____	\$ _____

Total Program Operations Costs	\$0
--------------------------------	-----

Total Program Operations Amount Requested *

* The amount requested on this line must be transferred to the Program Operations line on the Summary Budget Form.

**PROGRAM OPERATIONS BUDGET FORM (Page 2 of 2)
TELEPHONE/FAX**

Organization Name: _____

Contract Number: _____ Contract Period: _____

If funds are requested for Telephone/Fax one of the two sections below must be completed. If costs are charged directly, complete the Direct Cost Method. If costs are allocated to the Program based on the costs of a larger telephone system or network, complete the Cost Allocation Method. All amounts must be rounded to the nearest dollar.

<u>Direct Cost Method</u> (If separate telephone lines exist for use by this Program only)	<u>Amount</u>
(A) Number of telephone lines allocated to the Program _____	
(B) Installation Costs (for new lines or systems only) *	\$ _____
(C) Monthly Cost Per Line (include fax, long distance & per call charges):	
\$ _____ x _____ (# of lines) x _____ (# of months) =	_____ \$0
(D) Hotline Charges (Only if approved by Program)	\$ _____
Total Telephone/Fax (B + C + D) **	\$0

* Attach a description of the system, indicate the number of new lines and explain why they are needed.

* The amount on this line must be transferred to the Telephone/Fax line on Page 1 of the Program Operations Budget Form.

<u>Cost Allocation Method</u>
Attach a copy of the cost allocation plan or describe the methodology used to allocate telephone/fax costs:
Total Telephone/Fax *

* The amount on this line must be transferred to the Telephone/Fax line on Page 1 of the Program Operations Budget Form.

TRAVEL BUDGET FORM

Organization Name: _____

Contract Number: _____ Contract Period: _____

Include in this category all transportation costs such as mileage, tolls, parking, fuel and vehicle maintenance & insurance as well as costs associated with conference/meetings such as lodging, meals and registration fees. Include vehicle leasing/rental costs, if applicable. Prior approval is required for HPNAP-funded attendance at conferences and for out-of-state travel.

<u>Category</u>		
<u>Local Travel:</u>	<u>Justification/Basis for Cost</u>	<u>Amount</u>
Program Travel		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
Total Local Travel (A)		\$0
<u>Non-Local Travel:</u>		
Conference/Training		\$ _____
		\$ _____
Meetings		\$ _____
		\$ _____
		\$ _____
		\$ _____
		\$ _____
Total Non-Local Travel (B)		\$0
Total Travel Costs (A + B)		\$0
Total Travel Amount Requested *		

* The amount requested on this line must be transferred to the Travel line on the Summary Budget Form.

EQUIPMENT BUDGET FORM

Organization Name: _____

Contract Number: _____

Contract Period: _____

Equipment includes the purchase of all items with a unit cost of \$300 or more and a useful life of at least two (2) years. Exception may be made for hand trucks or carts, which may be purchased with funding from this budget line, even if those items cost less than \$300. Prior approval is required for all equipment purchases. DO NOT include equipment rentals or leases on this form; these are listed under Program Operations.

NOTE: Proportional purchase of equipment is not permitted, nor is the purchase of used equipment. HPNAP will only fund the entire price of approved equipment items. All contractors must attach an updated equipment inventory reflecting equipment purchased with HPNAP funds.

(1) Item Description	(2) Quantity Requested	(3) New or Replacement	(4) Use At Site #s	(5) Purpose/Explanation Of Need For Item	(6) Unit Cost	(7) Amount (Col. 2 x 6)
Total Equipment Costs						\$0
Total Equipment Amount Requested *						

* The amount requested on this line must be transferred to the Equipment line on the Summary Budget Form.

AUDIT BUDGET FORM

Organization Name _____
 Contract # _____
 Contract Period _____

Instructions:

Please complete the Budget Amount column when submitting the local agency's proposed budget. Later, complete the Claim Amount column and submit with your voucher when requesting reimbursement for audit costs. Obtain the information related to the total agency and A-133 audit costs from your agency, if applicable, and the financial information from the completed financial and A-133 audit report(s).

Please carry percentage to two decimal places and round all amounts to the nearest dollar.

Time Period of Audit for Which Funding is Requested (Agency Fiscal Year, not necessarily the HPNAP contract year): _____ to _____
Estimated Date the Audit Will be Submitted to the State*: _____
 (A-133 Audit is due to the DOH Clearinghouse within nine (9) months of the end of the agency's fiscal year or within 30 days of the audit completion date, whichever is earlier)

Methodology to Calculate The Amount Requested:

	<u>Budget Amount:</u>	<u>Claim Amount:</u>
A.) Total Cost of Audit (Total cost for entity-wide financial AND A-133 audit)	\$ _____	\$ _____
B.) Total A-133 Single Audit Costs (if separately stated)	\$ _____	\$ _____
C.) Total Agency Expenditures for Period Audited (Total entity expenditures per Statement of Activities or Expenses in Financial Report for ALL programs including HPNAP)	\$ _____	\$ _____
D.) Total HPNAP Local Agency Contract Expenditures for Period Audited (Includes all HPNAP Contract dollars expended during the audit period per Schedule of Expenditures of Federal Awards in A-133 Single Audit Report)	\$ _____	\$ _____
E.) Total Federal Award Expenditures (Total expenditures for ALL Federal Programs including HPNAP, per Schedule of Expenditures of Federal Awards in A-133 Single Audit Report)	\$ _____	\$ _____
F.) Percent of HPNAP Contract Expenditures to Agency Total Expenditures (D/C) (To 2 decimal places)	#VALUE!	%
G.) Maximum Allowable HPNAP Program Share of Audit Cost (A x F)	#VALUE!	\$ _____
<i>Complete only if the a-133 Single Audit Cost is separately stated</i>		
H.) Percent of HPNAP Expenditures to Total Federal Expenditures (D/E) (Carry to 2 decimal places)	#VALUE!	%
I.) Potential Allowable HPNAP Program Share of Audit Cost (B x H)	\$ _____	\$ _____

TOTAL HPNAP PROGRAM SHARE OF AUDIT COST (Line G or I, but only to a maximum of Line G)	\$ _____	\$ _____
BUDGETED/ACTUAL AUDIT COST (Transfer amount requested to Audit Line on Summary Budget Form)	\$ _____	\$ _____

* Audit reports are to be submitted to: **NYS Department of Health** **AND** Federal Audit Clearinghouse
 Audit Clearinghouse
 Coming Tower Building - Room 1336 See <http://harvester.census.gov/fac/collect/ddeindex.html>
 Empire State Plaza
 Albany, NY 12237-0016

OTHER BUDGET FORM

Organization Name: _____

Contract Number: _____ Contract Period: _____

Clearly specify each item of expense and the amount of funding for each item. Each item must be justified as to its relevance and necessity, and must include the basis for cost allocation. Include only those items that can not be more properly funded in the specific budget categories listed on the Summary Budget Form. Some examples of "Other" costs are staff recruitment costs, stipends, liability insurance, subcontracts and professional organization dues. Round all amounts to the nearest dollar.

Description of Expense	Justification	Amount
Total Other Costs		\$0
Total Other Amount Requested *		

* The amount requested on this line must be transferred to the Other line on the Summary Budget Form.

FRESH PRODUCE BUDGET FORM

Organization Name: _____

Contract Number: _____ Contract Period: _____

Contractors with a HPNAP purchased food budget line must spend a minimum of 10% of these funds annually to purchase quality fresh produce. Fresh produce includes raw pre-cut refrigerated fresh produce, such as: bagged lettuce and undressed salad mixes, mini carrots, celery sticks, pre-cut fresh pineapple etc. In determining which types of fresh produce to purchase, contractors should evaluate the variety and quality of donated produce, if available, and purchase fresh produce to augment and enhance what is provided in the donated stream.

Round all amounts to the nearest dollar.

Amount

Enter the amount required for the purchase of fresh produce.

Enter the amount of additional money to be spent on fresh produce.

Total Amount Requested	\$0 *
------------------------	-------

* The amount requested on this line must be transferred to the Fresh Produce line on the Summary Budget Form

1% or Fat Free Fluid Milk

Organization Name: _____

Contract Number: _____ Contract Period: _____

Contractors with a HPNAP purchased food budget line must spend a minimum of 2% of these funds annually to purchase non-flavored 1% or fat free fluid milk. All milk purchased with HPNAP funds is limited to non-flavored 1% or less fat fluid milk

Round all amounts to the nearest dollar.

Enter the amount required for purchased of 1%, or less fat, fluid milk. Amount

Enter the amount of additional money to be spent of 1% or fat free fluid milk _____

Total Amount Requested **\$0** *

* The amount requested on this line must be transferred to the Milk line on the Summary Budget Form.

FOOD SAFETY AND SANITATION SUPPLIES BUDGET FORM

Organization Name: _____

Contract Number: _____ Contract Period: _____

Enter the total amount requested for each item. Monitoring of expenses will be based on the total amount requested for the category. Provide the justification for the amount requested. All amounts must be rounded to the nearest dollar.

Food and Safety Sanitation Supplies

<u>Category</u>	<u>Amount</u>
Plastic and latex gloves _____	\$ _____
Food service thermometers _____	\$ _____
Tyvek and plastic aprons _____	\$ _____
Alcohol wipes _____	\$ _____
Chemical sanitizing agent test kits _____	\$ _____
Nonporous cutting boards _____	\$ _____
Soap dispensers/Soap _____	\$ _____
* Food Safety Training Classes (explain under justification) _____	\$ _____

Justification:

Total Food Safety and Sanitation Supplies Costs	\$0
---	-----

Total Food Safety and Sanitation Supplies Amount Requested *	
--	--

* The amount requested on this line must be transferred to the Food Safety & Sanitation Supplies line on the Summary Budget Form.

HANDLING/SHARED MAINTENANCE FEES BUDGET FORM
(This Form Is For Food Banks Only)

Organization Name: _____

Contract Number: _____ Contract Period: _____

Food Banks requesting reimbursement for handling and shared maintenance fees **MUST** complete this form and submit copies of the **most current:**

- * CPA Audit Report; and
- * Second Harvest Poundage Reports for the **same period** as the Audit submitted

In addition, please submit a letter from the President (or Chairperson) of the Board of Directors or his/her designee stating the standard Food Bank rates for Handling Fees for Purchased Food and Shared Maintenance Fees for Donated Food.

1. Enter the projected pounds of HPNAP foods to be distributed:

A. Pounds of Purchased Foods _____

B. Pounds of Donated Food _____

2. HPNAP Handling Fee Rate Per Pound Requested for Purchased Foods _____

Handling fee cannot exceed \$0.12 per pound and cannot exceed the standard rate set by your organization's Board of Directors.

3. HPNAP Shared Maintenance Fee Rate Per Pound Requested for Donated Foods _____

Shared Maintenance fee cannot exceed \$0.18 per pound and cannot exceed the standard rate set by your organization's Board of Directors.

4. Maximum Funding Allowed for Handling Fees for Purchased Food (1.A. x 2) _____ (a)

5. Maximum Funding Allowed for Shared Maintenance Fees for Donated Food (1.B. x 3) _____ (b)

(a) The amount requested for this line should not exceed (a) and must be transferred to the Handling Fees For Purchased Food line on the Summary Budget Form.

(b) The amount requested for this line should not exceed (b) and must be transferred to the Shared Maintenance Fees For Donated Food line on the Summary Budget Form.

CLIENT CHOICE BUDGET FORM

Organization Name _____

Contract Number: _____ Contract Period _____

This budget page identifies costs associated with the implementation of Client Choice service models for food pantries. In general, the client choice service model allows clients or guests opportunities to select the food items they will take home. While there are many ways to implementing the Client Choice model, they all have one common idea: Promoting client dignity by allowing guests to make their own food choices.

Please attach a brief written plan which identifies how your organization intends to support or facilitate the implementation of Client Choice models and the evaluation process you will employ.

Clearly specify each item of expense and the amount of funding for each item requested below. Each item must be justified as to its relevance and necessity. Some examples of allowable Client Choice costs to be described on this budget page are: consultants, equipment purchases, mini-grants, and printing.

If you are hiring a part-time or full-time person to aid setting up a client choice program, the needed funds should be moved into the personal service portion of your HPNAP budget.

Round all amounts to the nearest dollar.

Description of Expense	Justification	Amount
<div style="border: 1px solid black; padding: 2px;">Total Client Choice Costs</div>		
<div style="border: 1px solid black; padding: 2px;">Total Client Choice Amount Requested *</div>		

* The amount requested on this line must be transferred to the Client Choice line on the Summary Budget Form.

INSTRUCTIONS FOR COMPLETING

THE CASH FORECAST FORM

If your organization is requesting an advance payment, the Cash Forecast Form must be completed to reflect an estimate of how much cash will be needed to meet the initial disbursements under the terms of the contract. **The organization's monthly projected expenditures must be shown, not the proration of the agency line item budget.** This form must be submitted with a properly completed Standard Voucher (Form AC 92) in order to consider a request for an advance payment.

Complete the Cash Forecast Form as follows:

Personal Service - Include under "Personal Service" the title of each employee who will receive remuneration for work performed through this contract. Provide the projected expenditures for salaries and wages that will be paid to each employee for July, August and September. Enter in the "Total" column the dollar amount projected to be disbursed for each employee for the three month period.

Fringe Benefits - Enter the projected disbursements for July, August and September. Enter in the "Total" column the dollar amount projected to be spent for Fringe Benefits for the three month period.

Other than Personal Service - Project cash disbursements for anticipated O.T.P.S. costs (e.g. Space, Program Operations, Travel, Equipment, Audit, Other, and Food Safety & Sanitation Supplies, etc.) for July, August and September. Enter in the "Total" column the dollar amount projected to be disbursed for Other Than Personal Service expenses for the three month period.

Food - Project cash disbursements to purchase Food for July, August and September. Enter in the "Total" column the dollar amount projected to be disbursed for Food purchases for the three month period.

Handling Fees - (This category is available to Food Banks only.) Provide the projected expenditures for Food Handling costs for July, August and September. Enter in the "Total" column the dollar amount projected to be disbursed for Handling Fees for the three month period.

Grand Total - This must equal the total amount of Personal Service, Fringe Benefits and Other Than Personal Service costs projected for each month and for the three month period.

CASH FORECAST FORM

(Page 2 of 2)

Organization Name: _____ Contract #: _____

Provide an explanation as to how the advance amounts requested were computed for each budget category. Attach additional sheets if necessary.

Salary & Wages:

Fringe Benefits:

Food:

Handling Fees (Food Banks Only):

Additional Other Than Personal Service:

**ATTACHMENT 9: SAMPLE REPORTS (MIS, MAP,
YEAR END, ETC)**

NYS Hunger Prevention & Nutrition Assistance Program - Local Agency Monthly Report

JULY

Year: **2009**

	1	2	3	4	5	6	7	
Households								Week 1
Children								0
Adults								0
Elderly								0
	8	9	10	11	12	13	14	Week 2
Households								0
Children								0
Adults								0
Elderly								0
	15	16	17	18	19	20	21	Week 3
Households								0
Children								0
Adults								0
Elderly								0
	22	23	24	25	26	27	28	Week 4
Households								5
Children								0
Adults								0
Elderly								0
	29	30	31	MONTHLY TOTAL: Households 5 Children 0 Adults 0 Elderly 5,555				Week 5
Households								0
Children								0
Adults								0
Elderly			5,555					5,555

AGENCY NAME:	TEST AGENCY NAME	MEAL FACTOR:	9
AGENCY TYPE:	Food Pantry		

HPNAP ID:	33333
FISCAL YEAR:	2009-2010

Did you receive enough food to adequately feed all those you wanted to serve?

YES

NO

If no, Explain:

Completed By:	test	Telephone Number:	test	Date:	test
----------------------	------	--------------------------	------	--------------	------



NEW YORK STATE DEPARTMENT OF HEALTH
 Division of Nutrition/Bureau of Nutrition Risk Reduction
 Hunger Prevention and Nutrition Assistance Program

HPNAP FRESH PRODUCE, DAIRY & GRAINS
MONTHLY EXPENDITURE REPORT

Please refer to Section 5.2 of the HPNAP Policies and Procedures Manual for fresh produce and 1% or fat free fluid milk purchasing requirements.

Instructions: Please complete this form and submit electronically to your Contract Manager and the HPNAP Central Office at hnap@health.state.ny.us.

CONTRACT YEAR: CONTRACT NUMBER:

CONTRACTOR:

PROJECT NUMBER: REPORT MONTH & YEAR: July 2010

Total Required Amounts

1% or Fat Free Fluid Milk	<input type="text"/>
Fresh Produce	<input type="text"/>
Whole Grain Cereals	<input type="text" value="\$0"/>

Total Committed Amounts

1% or Fat Free Fluid Milk	<input type="text"/>
Fresh Produce	<input type="text"/>
Whole Grain Cereals	<input type="text"/>

	TOTAL HPNAP PURCHASED						NYSG HPNAP PURCHASED			
	COLUMN 1 ANNUAL REQUIREMENT	COLUMN 2 PRIOR EXPENDITURES	COLUMN 3 CURRENT EXPENDITURES	COLUMN 4 YEAR TO DATE EXPENDITURES (Column 2+3)	COLUMN 5 YEAR TO DATE % OF REQ. SPENT (Column 4/1)	COLUMN 6 AMT. NEEDED TO REACH MIN. REQ. (Column 1-4)	COLUMN 7 PRIOR EXPENDITURES	COLUMN 8 CURRENT EXPENDITURES	COLUMN 9 YEAR TO DATE EXPENDITURES (Column 7+8)	COLUMN 10 % OF TOTAL THAT IS NYSG (Column 9/4)
1% or Fat Free Fluid Milk	\$0	\$0		\$0		\$0	\$0		\$0	
Fresh Produce	\$0	\$0		\$0		\$0	\$0		\$0	
Whole Grain Cereals		\$0		\$0						

NOTES:

- Columns 2-6 include expenditures from the Fresh Produce, 1% or Fat Free Fluid Milk budget lines and any other expenditures on Fresh Produce, 1% or Fat Free Fluid Milk and Whole Grain Cereals from your purchased food line.
- Submit this form **each month** even when Column 3 and 8, "Current Expenditures", is zero.

* New York State Grown (NYSG) product is the amount of the total that is purchased from New York State sources. Currently, there are no (\$0) NYSG required amounts.

**MID-YEAR REPORT
Due April 1, 2012**

**ABC, Inc.
Contract #C-XXXXXX
July 1, 2011-June 30, 2012**

Goal 1: ABC, Inc. agency will provide 125,000 emergency meals to the Bronx, Brooklyn and Queens.

Objective	Methods/Activities	Outcome Specific Deliverables
<p>1a. <u>35,000</u> hot meals will be served annually at the ABC soup kitchen in Brooklyn.</p> <p>1b. <u>90,000</u> meals will be distributed at the ABC Food Pantries in the Bronx and Queens.</p>	<p>The ABC Soup Kitchen in Brooklyn is open 5:00 p.m. – 7:00 p.m. Monday, Wednesday and Friday to accommodate the “working poor” population.</p> <p>Menus incorporate the minimum nutrition standards of the NYS Department of Health and the USDA Food Guide Pyramid.</p> <p>Menus will be culturally appropriate.</p> <p>Food pantry packages will provide 9 meals to each person in the household.</p>	<p>1a. __#__ meals were provided at the ABC soup kitchen.</p> <p>1b. __#__ meals were provided at two ABC food pantries.</p> <div data-bbox="1530 1019 1919 1133" style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;">7/1/11-12/31/11</div>

Justification/Comments: please provide brief justification for significant deviation of outcomes.

MID-YEAR REPORT
Due April 1, 2012

Goal 2: ABC, Inc. program staff will utilize HPNAP purchased food funds to support the acquisition of fresh produce and 1% or less fat fluid milk.

Objective	Methods/Activities	Outcome Specific Deliverables
<p>2a. <u>\$15,000</u> of HPNAP purchased food funds will be spent on fresh produce annually.</p>	<p>Food pantries and the soup kitchen will be encouraged to increase their purchase of fresh produce, substituting fresh products for canned wherever possible. Purchases of fresh produce will be tracked and reported on the HPNAP tracking form submitted with the monthly voucher.</p>	<p>2a. \$_____ of HPNAP purchased food funds spent on fresh produce.</p> <div style="border: 1px solid black; width: 150px; height: 40px; margin: 10px auto; text-align: center;">7/1/11-12/31/11</div>
<p>2b <u>\$3,000</u> of HPNAP purchased food funds will be spent on 1% or less fat fluid milk.</p>	<p>Food pantries and the soup kitchen will increase their purchase of 1% or less fat fluid milk. Purchases of this item will be tracked and reported on the HPNAP tracking form submitted with the monthly voucher.</p>	<p>2b. \$_____ of HPNAP purchased food funds spent on 1% or less fat fluid milk.</p>

Justification/Comments: please provide brief justification for significant deviation of outcomes.

MID-YEAR REPORT

Due April 1, 2012

Goal 3: ABC, Inc. program staff will ensure that optimum conditions are being maintained at all emergency feeding sites with regard to food storage, preparation, and distribution, thereby reducing the risk of food-borne contamination.

Objective	Methods/Activities	Outcome Specific Deliveries
<p>3a. Primary food handlers at ABC soup kitchen will receive certification in safe food handling practices.</p> <p>3b. Food pantry coordinators and volunteers at the ABC food pantries will receive food safety training annually</p> <p>3c. ABC, Inc. program staff will monitor food safety and sanitation.</p>	<p>ABC, Inc. will track certification of primary food handlers at ABC soup kitchen. Any handlers not currently certified or whose certification is about to expire will be certified by taking the ServSafe course.</p> <p>Food safety training will be offered twice a year. Pantry coordinators will be required to attend at least one training and volunteers will be encouraged to attend trainings.</p> <p>ABC, Inc. program staff will use HPNAP food safety and sanitation assessment forms to monitor each site at least once annually.</p>	<p>3a. ___#___ primary food handlers attended food safety and sanitation workshops and became certified.</p> <p>3b. ___#___ pantry coordinators and volunteers received food safety training.</p> <p>3c. ___#___ food safety and sanitation forms completed on ___#___ sites.</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;">7/1/11-12/31/11</div>

Justification/Comments: please provide brief justification for significant deviation of outcomes.

**YEAR-END REPORT
Due August 15, 2012**

**ABC, Inc.
Contract #C-XXXXXX
July 1, 2011-June 30, 2012**

Goal 1: ABC, Inc. agency will provide 125,000 emergency meals to the Bronx, Brooklyn and Queens.

Objective	Methods/Activities	Outcome Specific Deliverables
<p>1a. <u>35,000</u> hot meals will be served annually at the ABC soup kitchen in Brooklyn.</p> <p>1b. <u>90,000</u> meals will be distributed at the ABC Food Pantries in the Bronx and Queens.</p>	<p>The ABC Soup Kitchen in Brooklyn is open 5:00 p.m. – 7:00 p.m. Monday, Wednesday and Friday to accommodate the “working poor” population.</p> <p>Menus incorporate the minimum nutrition standards of the NYS Department of Health and the USDA Food Guide Pyramid.</p> <p>Menus will be culturally appropriate.</p> <p>Food pantry packages will provide 9 meals to each person in the household.</p>	<p>1a. __#__ meals were provided at the ABC soup kitchen.</p> <p>1b. __#__ meals were provided at two ABC food pantries.</p> <div style="border: 1px solid black; width: 150px; height: 50px; margin: 20px auto; text-align: center;">7/1/11-6/30/12</div>

Justification/Comments: please provide brief justification for significant deviation of outcomes.

YEAR-END REPORT
Due August 15, 2012

Goal 2: ABC, Inc. program staff will utilize HPNAP purchased food funds to support the acquisition of fresh produce and 1% or less fat fluid milk.

Objective	Methods/Activities	Outcome Specific Deliverables
<p>2a. <u>\$15,000</u> of HPNAP purchased food funds will be spent on fresh produce annually.</p>	<p>Food pantries and the soup kitchen will be encouraged to increase their purchase of fresh produce, substituting fresh products for canned wherever possible. Purchases of fresh produce will be tracked and reported on the HPNAP tracking form submitted with the monthly voucher.</p>	<p>2a. \$_____ of HPNAP purchased food funds spent on fresh produce.</p> <div style="border: 1px solid black; width: 150px; height: 40px; margin: 10px auto; text-align: center;">7/1/11-6/30/12</div>
<p>2b <u>\$3,000</u> of HPNAP purchased food funds will be spent on 1% or less fat fluid milk.</p>	<p>Food pantries and the soup kitchen will increase their purchase of 1% or less fat fluid milk. Purchases of this item will be tracked and reported on the HPNAP tracking form submitted with the monthly voucher.</p>	<p>2b. \$_____ of HPNAP purchased food funds spent on 1% or less fat fluid milk.</p>

Justification/Comments: please provide brief justification for significant deviation of outcomes.

YEAR-END REPORT
Due August 15, 2012

Goal 3: ABC, Inc. program staff will ensure that optimum conditions are being maintained at all emergency feeding sites with regard to food storage, preparation, and distribution, thereby reducing the risk of food-borne contamination.

Objective	Methods/Activities	Outcome Specific Deliveries
<p>3a. Primary food handlers at ABC soup kitchen will receive certification in safe food handling practices.</p> <p>3b. Food pantry coordinators and volunteers at the ABC food pantries will receive food safety training annually</p> <p>3c. ABC, Inc. program staff will monitor food safety and sanitation.</p>	<p>ABC, Inc. will track certification of primary food handlers at ABC soup kitchen. Any handlers not currently certified or whose certification is about to expire will be certified by taking the ServSafe course.</p> <p>Food safety training will be offered twice a year. Pantry coordinators will be required to attend at least one training and volunteers will be encouraged to attend trainings.</p> <p>ABC, Inc. program staff will use HPNAP food safety and sanitation assessment forms to monitor each site at least once annually.</p>	<p>3a. ___#___ primary food handlers attended food safety and sanitation workshops and became certified.</p> <p>3b. ___#___ pantry coordinators and volunteers received food safety training.</p> <p>3c. ___#___ food safety and sanitation forms completed on ___#___ sites.</p> <div style="border: 1px solid black; width: 150px; height: 40px; margin: 20px auto; text-align: center;">7/1/11-6/30/12</div>

Justification/Comments: please provide brief justification for significant deviation of outcomes.

ATTACHMENT 10: WORK PLAN FORMAT

ABC, Inc
Contract #C-XXXXXX
July 1, 2011-June 30, 2012

Goal 1: ABC, Inc. agency will provide 125,000 emergency meals to the Bronx, Brooklyn and Queens.

Objective	Methods/Activities	Outcome Specific Deliverables
<p>1a. <u>35,000</u> hot meals will be served annually at the ABC soup kitchen in Brooklyn.</p> <p>1b. <u>90,000</u> meals will be distributed at the ABC Food Pantries in the Bronx and Queens.</p>	<p>The ABC Soup Kitchen in Brooklyn is open 5:00 p.m. – 7:00 p.m. Monday, Wednesday and Friday to accommodate the “working poor” population.</p> <p>Menus incorporate the minimum nutrition standards of the NYS Department of Health and the USDA Food Guide Pyramid.</p> <p>Menus will be culturally appropriate.</p> <p>Food pantry packages will provide 9 meals to each person in the household.</p>	<p>1a. ___#___ meals were provided at the ABC soup kitchen.</p> <p>1b. ___#___ meals were provided at two ABC food pantries.</p>

Goal 2: ABC, Inc. program staff will utilize HPNAP purchased food funds to support the acquisition of fresh produce and 1% or less fat fluid milk.

Objective	Methods/Activities	Outcome Specific Deliverables
<p>2a. <u>\$15,000</u> of HPNAP purchased food funds will be spent on fresh produce annually.</p>	<p>Food pantries and the soup kitchen will be encouraged to increase their purchase of fresh produce, substituting fresh products for canned wherever possible. Purchases of fresh produce will be tracked and reported on the HPNAP tracking form submitted with the monthly voucher.</p>	<p>2a. \$_____ of HPNAP purchased food funds spent on fresh produce.</p>
<p>2b <u>\$3,000</u> of HPNAP purchased food funds will be spent on 1% or less fat fluid milk.</p>	<p>Food pantries and the soup kitchen will increase their purchase of 1% or less fat fluid milk. Purchases of this item will be tracked and reported on the HPNAP tracking form submitted with the monthly voucher.</p>	<p>2b. \$_____ of HPNAP purchased food funds spent on 1% or less fat fluid milk.</p>

Goal 3: ABC, Inc. program staff will ensure that optimum conditions are being maintained at all emergency feeding sites with regard to food storage, preparation, and distribution, thereby reducing the risk of food-borne contamination.

Objective	Methods/Activities	Outcome Specific Deliveries
<p>3a. Primary food handlers at ABC soup kitchen will receive certification in safe food handling practices.</p> <p>3b. Food pantry coordinators and volunteers at the ABC food pantries will receive food safety training annually</p> <p>3c. ABC, Inc. program staff will monitor food safety and sanitation.</p>	<p>ABC, Inc. will track certification of primary food handlers at ABC soup kitchen. Any handlers not currently certified or whose certification is about to expire will be certified by taking the ServSafe course.</p> <p>Food safety training will be offered twice a year. Pantry coordinators will be required to attend at least one training and volunteers will be encouraged to attend trainings.</p> <p>ABC, Inc. program staff will use HPNAP food safety and sanitation assessment forms to monitor each site at least once annually.</p>	<p>3a. ___#___ primary food handlers attended food safety and sanitation workshops and became certified.</p> <p>3b. ___#___ pantry coordinators and volunteers received food safety training.</p> <p>3c. ___#___ food safety and sanitation forms completed on ___#___ sites.</p>

**ATTACHMENT 11: VENDOR RESPONSIBILITY
ATTESTATION**

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: _____

**ATTACHMENT 12: “PEOPLE FIRST” HOW TO PLAN
EVENTS EVERYONE CAN ATTEND**

PEOPLE FIRST

How to Plan Events Everyone Can Attend



Braille

Large
Print

Accessible Print



Assistive Listening Systems

CC

Closed Captioning



Accessibility



Sign Language Interpretation



Information



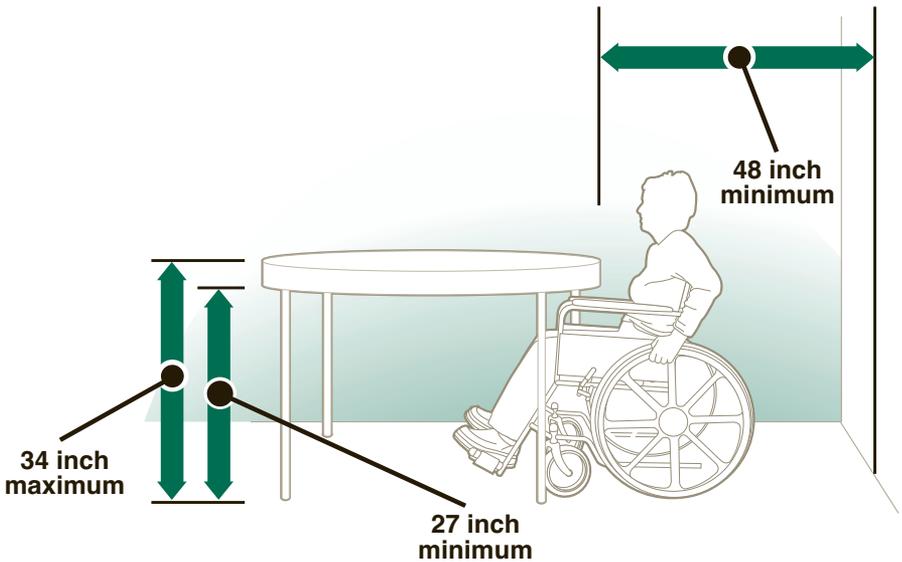
Telephone Typewriter (TTY)



Access To Low Vision

This publication provides tips on planning meetings, conferences, health fairs and other events in which everyone can participate. Even when you may not know in advance whether any of your participants may need accommodations, you should be prepared to:

- Arrange meetings and events at accessible locations where people with disabilities can participate without assistance, or with minimal help.



- Conduct an on-site visit to evaluate the facility's restaurant, bedrooms, bathrooms, meeting rooms, signs (both Braille and tactile), as well as parking options. Even when a facility says it complies with the Americans with Disabilities Act (ADA), you need to check so that there are no last-minute surprises.

- Offer materials and presentations alternate formats, such as Braille, tapes, computer disk, closed caption, and large print. Inquire about preferred format in your registration material. Also inquire about the need for sign language interpreters.
- Make modifications to the physical environment, such as rearranging furniture.
- Create event-planning policies that support accessibility.

Why do public events need to be accessible?

It's the law. The 1990 Americans with Disabilities Act (ADA) and New York State public meeting laws protect the right of people with disabilities to participate in public events. The law stresses reasonable accommodations, as well as the provision of auxiliary aides and services. It's also simply good business practice, and can be inexpensive.

What are disabilities?

Disabilities are physical and mental impairments that limit at least one major life activity, such as walking or seeing. Disabilities present themselves in many forms. Some disabilities are visible; others, invisible. They may be permanent or temporary; developmental or physical; severe or mild; or any combination of impairments. A person can be young or old, be born with a disability, or acquire a disability as a result of an injury or chronic illness.

Approximately 20 percent of Americans have disabilities, and one in five Americans will develop a disabling condition in his or her lifetime.

Since you may not know who will attend your event, you must plan for everyone.

Who's responsible for the accessible meeting?



Braille



Accessibility



Telephone Typewriter (TTY)



Sign Language Interpretation

Facility staff are legally responsible for ensuring the site is in compliance with the ADA. But the event planner has a responsibility to schedule meetings and events only at sites or facilities that are accessible and barrier-free.

To ensure that you're using facilities with accessible environments, make an on-site visit and evaluate the physical environment. For this purpose, the U.S. Department of Justice publishes "Checklist for Readily Accessible Achievable Barrier Removal." For a free copy, call 1-800-949-4ADA, or download the text from www.usdoj.gov/crt/ada/checktxt.htm.

For information on accessibility, you can also call the New York State Commission on Quality of Care and Advocacy for Persons with Disabilities at 1-800-522-4369 (voice/TTY) or at www.cqcapd.state.ny.us.

How do I plan an accessible meeting?

Start by developing a policy that documents your group’s positive attitude toward accessible events. For example, your policy should state that your organization will hold events only at facilities that have been determined to be accessible. Using a survey, such as the Justice Department’s checklist, shows your agency’s good faith effort to include everyone in your events.

What are the benefits of a written policy?

A policy:

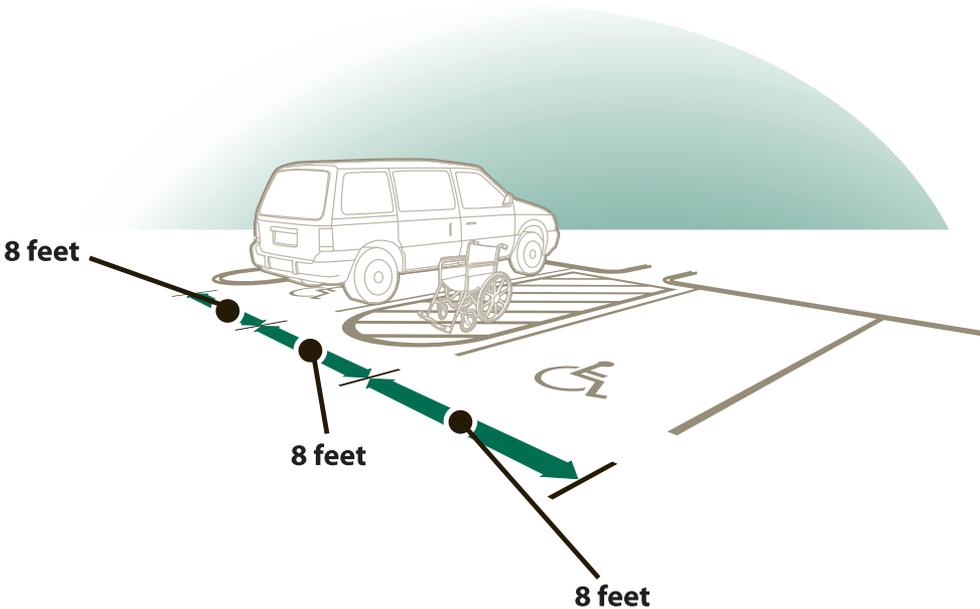
- Shows that your organization welcomes everyone.
- Sets directions for your organization planners.
- Helps your organization be prepared.

Sometimes, you may need to take action to meet an immediate need. For example, you are working with a facility that does not have Braille signs. The facility cannot acquire permanent Braille signs before your scheduled event. However, it does offer to place temporary Braille signs in the area of your meeting space and agrees to install permanent Braille signs before your next event. This accommodation will meet the immediate need and lays the ground work for the facility improving its accessibility.

What does “accessible accommodation” mean?

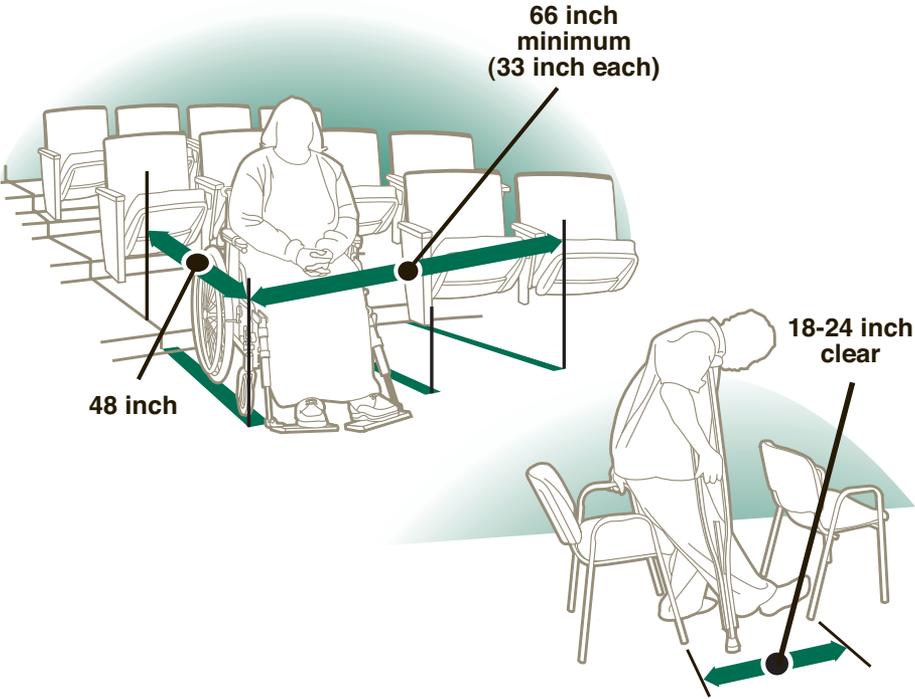
The following examples are from the “Checklist for Readily Achievable Barrier Removal” and the Rehabilitation Engineering and Assistive Technology Society of North America (RESNA) (www.resna.org).

- Choose facilities near accessible transit options. If the event is to be held over several days, evaluate the accessibility of local restaurants, movie theaters, and shopping malls that participants may want to visit.
- Plan for 30 percent more meeting space when 10 percent or more of the participants will use mobility aids.
- On the registration form, ask participants to indicate their need for accommodations.
- Always check out the facility. Use check lists provided in this booklet's resources, and enlist the help from a local Center for Independence. www.vesid.nysed.gov/lsn/ilc/locations.html



Look for accessible parking. Parking stripes should allow 8 feet for a car/van plus a 96 inch access aisle. The access aisle should be marked with a “No Parking” sign. The accessible spaces should be closest to the accessible entrance, and there should be signs indicating accessible parking. To ensure that only those in need of these parking spaces use them, there should also be an enforcement policy.

The facility should ensure that doors are a 32-inch minimum width to allow a wheelchair to pass. If not, the facility can widen doors or install offset (swing-clear) hinges. There should also be 18 inches of clear wall space on the pull side of the door, next to the handle. If not, the facility can relocate furniture or remove the obstruction, move the door or add a power-assisted or automatic door opener. Check for hazards that will cause people to trip, and have the facility fix them. Have the facility remove mats and patch holes in the pavement.



- Check seating options so people with disabilities are not limited to the back or front of the room. Most standard tables can comfortably accommodate wheelchairs.
- Ensure that both registration and conference materials are accessible.
- Ask about accommodation needs in your registration form.

Sample registration questions

I will need the following accommodations in order to participate:

- | | |
|---|---|
| <input type="checkbox"/> ASL Interpreter | <input type="checkbox"/> Braille |
| <input type="checkbox"/> Note taker | <input type="checkbox"/> Audio cassette |
| <input type="checkbox"/> Open captioning | <input type="checkbox"/> Wheelchair access |
| <input type="checkbox"/> Large print | <input type="checkbox"/> Assistive listening device |
| <input type="checkbox"/> Disk (format): _____ | |
| <input type="checkbox"/> Special diet: _____ | |

An assistant will be accompanying me. Yes No

- Make sure registration staff are aware of accessible places and materials for the conference.

Accessible Materials

To ease communication barriers, the presenter can:

- Put conference materials in binders for easy page turning.

- Create easy-to-read visual aids. Text should be displayed in large bold letters. Eight lines of text (18-point type with high contrast) are maximum for a slide or transparency.
- Talk clearly and slowly, spell out unusual names and words for a sign language interpreter, and use closed-captioned films and videos.
- Use microphones and face the audience when speaking to assist those who read lips or use assistive listening devices.
- Inquire about Computer-Assisted Realtime Translation (CART). A court reporter/stenocaptioner enters the speaker's words into a computer that displays them as text for the participant. The National Court Reporters Association at 1-800-272-6272 www.ncraonline.org maintains a list of certified realtime reporters.

A Final Note

Being prepared can help you handle the unexpected. Use this information to help avoid and rectify common problems. By working together with the facility's staff, as well as people who need accommodations, you can help ensure that people of all abilities will be able to participate in your event.

For more information on planning accessible meetings, specific dimensions and layouts, preparing alternate formats, sample letters and check lists, consult these sources:

"A Guide to Planning Accessible Meetings," by June Kailes and Darrell Jones, www.JIK.com/gpam.html

Removing Barriers: Planning meetings that are accessible to all participants. North Carolina Office on Disability and Health.
www.fpg.unc.edu/~ncodh/removingbarriers

Accommodations Check List:

Parking and Pathways

- Are there accessible parking spaces near the accessible entrance?
Are spaces clearly marked with the international symbol of accessibility? Are the spaces and access aisles 8 feet wide? Are the access aisles marked with “No Parking” signs?
- Is there an accessible route from parking/drop-off to the entrance?
Is sidewalk a minimum of 36 inches wide at all points?

Entrance and Doors

- Does entrance door have opening of at least 32 inches of clear width?
- Do non-accessible entrances have signs giving directions to the accessible entrance? Is there an automatic door? Or, is pull force on door five pounds or less?

Public Areas

- Does registration area have a lowered counter?
- Is there a text telephone (TTY)?
- Are all accessible routes free of protruding objects?
- Are all elevator call buttons located at 42 inches or below?
Is there raised letter and Braille signage on door jams designating each floor?

Public restrooms

- Are restrooms located along an accessible route of travel?
- Does signage at inaccessible rest rooms direct people to accessible restrooms?
- Does door to restroom provide a minimum of 32 inches of clear opening width?
- Does restroom have levered handles?
- Does stall have adequate maneuvering space? (30 to 36 inches clearance front and side of toilet.) Is toilet seat 17 to 19 inches above floor? Are there appropriate grab bars?
- Does lavatory provide knee clearance of 29 inches? Are soap, towels and amenities located at or below 48 inches?

Meeting rooms

- Are meeting rooms on accessible route of travel?
- Do doors provide at least 32 inches clear width?
- Does stage have an accessible ramp?
- Is there an assistive listening system available?
- Does room have movable seating?

Emergency

- Are exits clearly identified and accessible?
- Do fire and emergency alarms have both audible and visual signals?

Other facility areas to check if needed for your conference or for participants free time

- Sleeping rooms
- Recreation rooms
- Restaurants
- Vending machines
- Retail stores and services

“People First” is a health and wellness series for people with disabilities, their families, friends and health care providers. It is provided by the Disability and Health Program.

**Disability Access Symbols are courtesy of Graphic Artists Guild Foundation.
To download and use them free-of-charge, link to [/www.gag.org/](http://www.gag.org/)**



**State of New York
Department of Health**

ATTACHMENT 13: SAMPLE NRM WORKPLAN

Nutrition Resource Manager Workplan/NRM Responsibilities and Activities

<p>Goal 1: Ensure that nutritious, safe, and cost effective food is available to people in need of food assistance within Contractor’s service area.</p>	
<p>Objective A: Assist the Food Bank/Contractor in evaluating food products.</p>	
<p>Responsibility/Activity</p>	<p>Comments</p>
<p>1. Participate in evaluation of prospective purchased and donated HPNAP food products for acceptance or purchase by the contractor. Evaluate foods for compliance with HPNAP nutrition standards, safety, value, storage life, handling and use, and cultural relevance.</p>	
<p>2. Provide technical assistance to EFROs regarding food product concerns, such as food product dating, labeling, storage, food recalls, etc.</p>	
<p>3. Assist in quality control of perishable/dated food products in contractor inventory: assess warehouse/food storage and handling practices; assist in moving food soon to expire by providing recipes and suggestions for moving food, etc.</p>	
<p>4. Provide/coordinate/facilitate food/nutrition education workshop for contractor staff at least once annually.</p>	

**Objective B:
Provide nutrition and food safety technical assistance and resources to EFROs within service area.**

Responsibility/Activity	Comments
5. Assess EFRO food/nutrition education needs and respond with educational workshops at least 4 times annually. Provide technical assistance for EFRO providers as requested. Provide food and nutrition news to EFRO providers at least monthly via regular communication, such as newsletter, news bulletins, etc.	
6. Assist EFROs in accessing other community sources of quality food and nutrition information and education such as Just Say Yes to Fruits and Vegetables; Cornell Cooperative Extension, EFNEP, Eat Smart New York, etc.	
7. Assist in educating EFRO providers regarding contractor and HPNAP nutrition policies, including the promotion of client choice food pantry operation.	
8. Provide technical assistance/training to site monitoring staff on evaluating HPNAP supported prepared meals (soup kitchen, shelter, kids café) and food packages for compliance with HPNAP nutrition standards. Training includes how to provide nutrition feedback regarding meals and packages that do not meet HPNAP standards, and when to refer to NRM for follow-up visit.	
9. Educate EFRO providers on how to improve the nutritional quality of food provided. TA activities may include site visits to HPNAP supported sites per request of site monitors and/or HPNAP Contract Manager.	

Responsibility/Activity	Comments
<p>10. Act as a consultant to contractor staff regarding food safety and sanitation practices performed by contractor and performed in EFROs by reviewing food safety monitoring reports and providing technical assistance. Food safety technical assistance may include assisting in development of corrective action plans to correct critical food safety concerns, conducting follow-up food safety monitoring visits as needed, assessing and providing food safety training and assisting with distribution of food safety supplies.</p>	
<p>Objective C: Assist Food Bank/Contractor in providing HPNAP food, operation support and capital equipment grants to EFROs.</p>	
Responsibility/Activity	Comments
<p>11. Assist with contractor procedures for HPNAP food, operations support and capital equipment grants to EFROs by participating in grant application reviews, monitoring procedures, etc.</p>	
<p>12. Participate as an active member of the HPNAP Advisory Board.</p>	
<p>Objective D: Assist HPNAP in development of policies to ensure the provision of nutritious and safe food to people in need of food assistance.</p>	
Activity	
<p>13. Participate in NRM activities to assess the effectiveness of HPNAP nutrition and food safety policies.</p>	

**Goal 2:
Network with other agencies and professional organizations to meet the food and nutrition needs of people in need of food assistance.**

**Objective A:
Increase community food security and health promotion efforts by participating in approved public and private events relevant to food, nutrition and hunger issues.**

Responsibility/Activity	Comments
14. Participate in EFRO community and coalition meetings to understand current social and operational issues as well as promote nutrition services.	
15. Participate in professional development activities to maintain current knowledge of community nutrition, public health and community food security issues.	
16. Participate in DOH, HPNAP, NRM Meetings, Conference Calls and Trainings.	

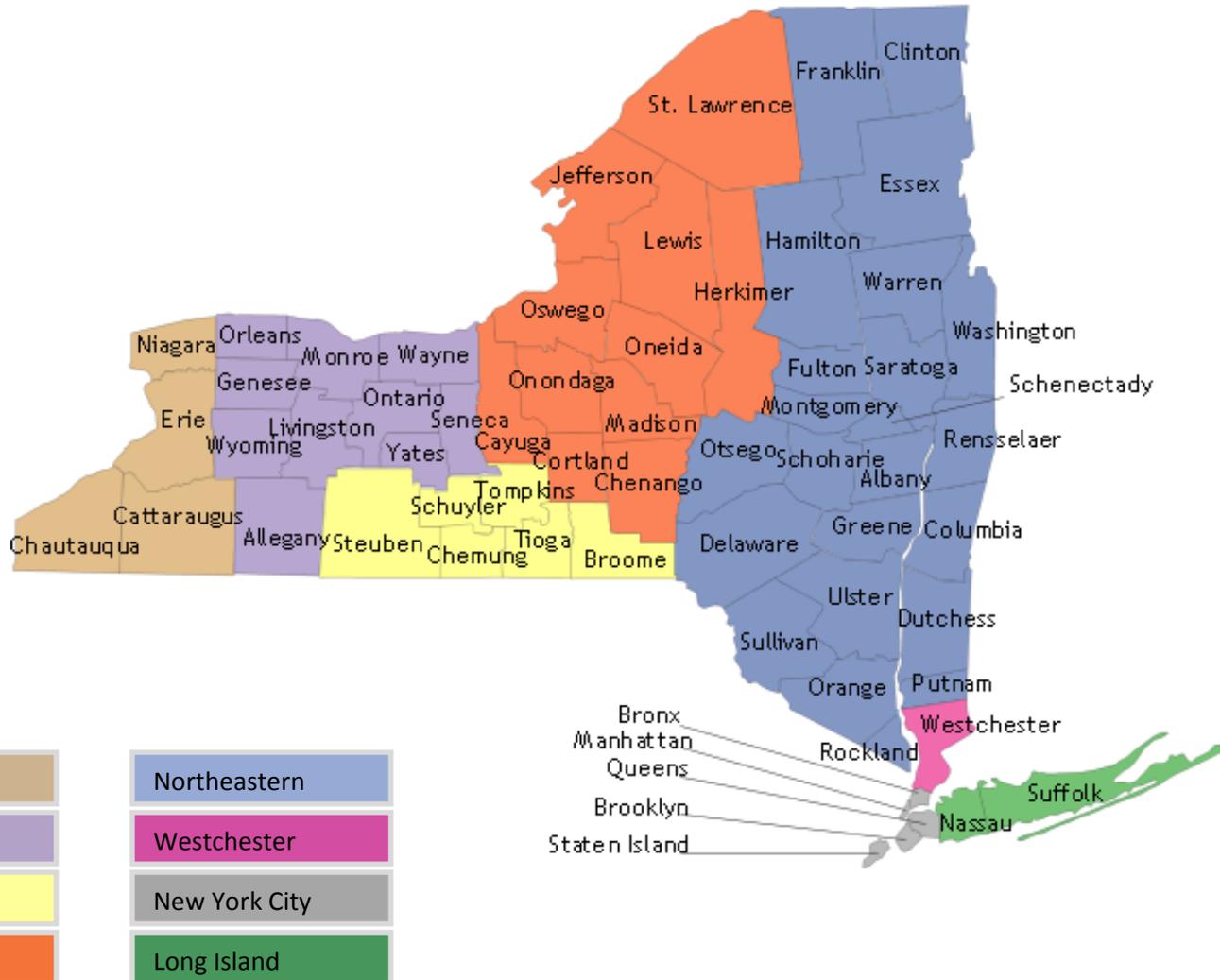
**Goal 3:
Inform HPNAP of significant activities and issues affecting organizations and clients.**

**Objective A:
Maintain communication regarding nutrition resource management activities and related programs.**

Responsibility/Activity	Comments
17. Meet with Contract Manager quarterly to report/discuss NRM activities. For 1 st and 3 rd quarter meetings, CM and NRM will document meeting contents to share with HPNAP NRM Liaison.	

**ATTACHMENT 14: NEW YORK STATE FOOD BANK
REGIONS**

New York State Food Bank Regions



Western
Rochester
Southern Tier
Central

Northeastern
Westchester
New York City
Long Island