

RFA # 0807170154

**New York State
Department of Health**
Division of Chronic Disease Prevention and Adult Health
Healthy Heart Program

Request for Applications

Healthy Eating and Active Living by Design

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Questions Due: September 3, 2008

Letter of Interest Due: September 3, 2008

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Applications Due: 5:00 p.m., October 14, 2008

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Table of Contents

	Page Number
I. Introduction	3
A. Description of Healthy Heart Program	3
B. Background	3
C. Interventions Sought and Funding Available	7
II. Who May Apply	9
III. Project Narrative/Work Plan Outcomes	9
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's Reserved Rights	14
F. Term of Contract	14
G. Payment methods and Reporting Requirements of Grant Awardees	14
H. Vendor Responsibility Questionnaire	15
I. General Specifications	15
J. Appendices included in DOH Grant Contracts	16
V. Completing the Application	18
A. Application Content and Format	18
B. Review and Award Process	22
VI. Attachments	
Attachment 1: Acceptable Interventions	25
Attachment 2: Sustainability Activities	27
Attachment 3: Healthy Meeting Guidelines	28
Attachment 4: Letter of Interest Format	33
Attachment 5: Cover Page Format	34
Attachment 6: Partner Form	35
Attachment 7: Work Plan Chart	36
Attachment 8: Application Budget and Justification Format	37
Attachment 9: Standard Grant Contract with Appendices	
Attachment 10: Vendor Responsibility Questionnaire	
Attachment 11: References	

I. Introduction

A. Description of the Healthy Heart Program

The New York State Department of Health's Healthy Heart Program (HHP) has conducted a comprehensive cardiovascular health promotion and disease prevention program for over twenty years. In collaboration with voluntary agencies, local health departments, associations of health professionals, business organizations, transportation experts, municipal planners, health care providers, and many others, the HHP continues to develop strategies and conduct activities that address heart disease, stroke, their risk factors and related conditions. The foundation of these strategies and activities is an environmental and policy approach to behavior change and the assurance of quality health care. The aims of the HHP are to make it easier for people of all ages and abilities to eat healthfully, be physically active and receive appropriate health care for risk factors for cardiovascular disease with the ultimate goal of decreasing death and disability due to cardiovascular disease. Efforts by the HHP to increase physical activity and improve eating habits will likely lead to a reduction in other diseases and conditions such as diabetes, some types of cancer, and obesity.

New York State developed, with the assistance of experts in cardiovascular disease (CVD) prevention from around the state, *Cardiovascular Health (CVH) in New York State: A Plan for 2004 – 2010*. The plan covers four sectors in which cardiovascular health promotion and disease prevention are critical: communities, worksites, schools/youth and health care. The HHP currently funds worksite and school sector projects, and will not be funding additional school and worksites projects under this RFA. This RFA will fund projects that address five community sector objectives from the CVH plan (numbers 14 – 18):

- Increase the proportion of New Yorkers who report that it is safe, accessible and comfortable for them to walk or bike near their homes or worksites (#14);
- Increase the percentage of New Yorkers who walk or bike regularly for leisure and for transportation (#15);
- Increase the percentage of food service establishments that offer appropriate portion sizes and healthful food choices (#16);
- Increase the availability of reasonably priced, healthful food choices in low-income neighborhoods (#17); and
- Encourage consumption of milk for those able to drink milk and increase the proportion of milk drinkers who consume low-fat milk (1% or fat-free) (#18).

The entire plan can be viewed on the NYSDOH Web site:
<http://www.health.state.ny.us/nysdoh/heart/chvplan.htm>.

B. Background

CVD is the leading cause of death, disability and health care expenditures among New York State (NYS) residents^{1,2}. CVD includes coronary heart disease (CHD), congestive heart failure (CHF) and cerebrovascular disease (stroke). In 2005, more than 62,000 New Yorkers

died of CVD, accounting for 41% of all deaths. More people are living with CVD than ever before. This is partly explained by improvements in medicine and partly by New York's aging population.

Tobacco use, physical inactivity, poor nutrition, obesity, hypertension, high blood cholesterol levels, and diabetes are known and modifiable risk factors for CVD. Studies have shown that people can reduce their risk for cardiovascular disease by modifying their behaviors. By quitting smoking, getting regular physical activity and improving what they eat, they can lower their blood pressure, blood cholesterol levels and reduce obesity thereby reducing their risk for heart disease and stroke.

For most people, adopting healthy behaviors requires a supportive environment. In an ideal healthy community, people can walk or bicycle wherever they want to go; physical activity is safe, inviting and commonplace. There are farmers markets every week in season. People have access to fruits and vegetables at every meal and snack. Restaurants offer healthy choices with reasonable portion sizes. Children have organized physical activity every day at school. There are only healthy, tasty, nutritious foods served in school cafeterias and on school property. Worksites encourage physical activity as a way to reduce stress and improve overall health. Healthy food is available to workers in the community and at the worksite.

To achieve this level of support for heart healthy behaviors, environmental and policy changes are needed. The environmental and policy approaches recommended in this RFA are based on the Robert Wood Johnson Foundation's *Active Living by Design* and *Healthy Eating by Design* programs. The purpose of this RFA is to increase opportunities for physical activity and healthier food choices by influencing policies and environmental changes related to community design, transportation, architecture and food access.

Physical Activity

Physical inactivity is a primary risk factor for coronary heart disease. The risk for coronary heart disease associated with physical inactivity is similar to that of cigarette smoking. Research clearly shows that physically active people have better health than physically inactive people. There is evidence that accumulating 30 minutes of moderate to vigorous physical activity a day can reduce risk of heart disease³, type 2 diabetes⁴, osteoporosis⁵, depression⁶, obesity⁷, and some cancers. The benefits increase with additional activity, although the biggest population-based health gains appear to be in people moving from sedentary to some physical activity.

The *Surgeon General's Report on Physical Activity and Health* (1996) recommends at least 30 minutes per day of moderate physical activity on at least five, preferably all, days of the week to improve health and reduce the risk of chronic disease⁸. The time can be accumulated in 10 minute segments. The majority of New Yorkers are insufficiently active to reap health benefits. Only 48% of NY adults meet the Surgeon General's recommendations and 27% report no leisure time physical activity (2005 Behavioral Risk Factor Surveillance System [BRFSS]).

For Hispanics, African Americans and people with disabilities, the numbers meeting recommendations are even lower. Only 38.5% of Hispanics and 44.6% of African Americans meet the recommendation for 30 minutes per day of physical activity, and 40.1% and 32.8% of Hispanics and African Americans, respectively, report no leisure time physical activity. The physical activity level of people with disabilities depends significantly on the presence of functional limitations. Among those with limitations that require help, 53.8 percent report no leisure time physical activity vs. 29.6 percent for those with limitations that require no help and 27.6 percent for those without functional limitations.

People with low educational attainment and low incomes also report much less physical activity than those of greater means and more education. Of those with less than a high school diploma 45.4% report no leisure time physical activity, compared to 15.8% for those who graduated from college.

Walking is the most popular form of physical activity reported by adult New Yorkers on the BRFSS. Eighteen percent of NY adults walk regularly (i.e., 30 minutes, 3 times/week); another 12% walk some, but not regularly. Studies show people can maintain walking for many years. Walking requires no special equipment or training, can be done by most people, and has beneficial health effects. The health benefits of walking include decreased risk of obesity, heart disease, and other chronic disease-related deaths..^{9,10}

Environment influences behavior. Research suggests that land use policies that create walkable communities (sidewalks in good repair, destinations to walk to, safe intersections, low speeds for cars, and attractive walking routes) encourage more people to walk. Mixed land use (commercial and residential buildings in close proximity) increases the number and percentage of walking and biking trips. For trips less than one mile, mixed-use communities generate up to four times as many walking trips as those communities that are largely single-use development (e.g., housing separated from shops, libraries, etc.).¹¹ People who report having access to sidewalks are 28% more likely to be physically active.¹² Conversely, automobile-oriented land use policies reduce transportation choice, adversely affect air quality and safety, and discourage physical activity.¹³

The focus on environmental efforts to promote physical activity came about, in part, because approaches emphasizing individual behavior change appear ineffective in large populations. Leisure time physical activity rates overall did not increase in the 1990s¹⁴ when many efforts to increase physical activity focused on individuals. People know physical activity is good for health, but unless the opportunities to be active are easily accessible, many people will not change sedentary behavior.

Three of the recommendations in the Center for Disease Control and Prevention's *Guide to Community Preventive Services* for increasing physical activity rates relate to improving opportunities for physical activity at the community level, including creating places that are safe and pleasant for people to walk.¹⁵ The Guide recommends the following environmental and policy approaches to increasing physical activity

- Street-scale urban design and land use policies and practices (e.g., building codes, roadway design standards, improved street lighting, use of traffic calming approaches);
- Creation of, or enhanced access to, places for physical activity combined with informational outreach activities (e.g., creating walking trails, building exercise facilities, or providing access to existing, nearby facilities); and
- Community-scale urban design and land use policies and practices (e.g., the continuity of sidewalks and streets, the aesthetic quality and safety aspects of the physical environment, zoning regulations, builders' practices).

Two *Healthy People 2010* Objectives address active transportation:

- 22-14 Increase the proportion of trips made by walking.
- 22-15 Increase the proportion of trips made by bicycling.

Nutrition

Numerous studies have documented the association between diet and CVD. A diet rich in fruits and vegetables can prevent the development of and reduce high blood pressure, a major risk factor for CVD. There is a significant inverse relationship between vegetable protein intake and blood pressure (as vegetable protein consumption goes up, blood pressure goes down) which supports recommendations that diets high in vegetable products be part of healthy lifestyles for prevention of high blood pressure and related diseases.¹⁶ The *Dietary Approaches to Stop Hypertension (DASH)* diet recommends 8 – 10 servings of fruits and vegetables (equivalent to 4-5 cups) and three servings of low-fat dairy products per day as primary therapy for hypertension and as combined therapy to enhance the benefits of pharmacotherapy for hypertension.^{17, 18}

Saturated fat increases blood cholesterol levels, especially the “bad” LDL cholesterol. In the U.S., milk is a leading source of saturated fat in adults’ and children’s diets.

Trans fat has equal or greater negative effects on LDL and HDL cholesterol than saturated fat.¹⁹ Trans fat naturally occurs in small amounts in meat and dairy products, but the main source in the American diet is created by the partial hydrogenation of vegetable oils which are found frequently in fried foods and baked goods. Nutrition experts recommend eating as little trans fat as possible, with a maximum of 10 percent of total calories coming from trans fat and saturated fat combined. Both saturated and trans fats are bad, however, gram for gram trans fat is more detrimental to cardiovascular health than saturated fat. While trans fat is worse, Americans consume about 4 – 5 times as much saturated fat as trans fat, making it a more significant part of diets.^{20, 21}

For overall good health, the *Dietary Guidelines for Americans, 2005* recommend eating 4.5 cups of fruits and vegetables per day; consuming low-fat dairy products; limiting consumption of saturated and trans fats; and eating at least three ounces of whole grains per day.²²

New Yorkers are not meeting dietary recommendations. In 2005, only 26% of adults consumed five or more servings of fruits and vegetables a day (2.5 cups); 46% of adults reported

drinking whole or 2% milk (in 2006, 38.9% of all milk sold in NYS was whole and 17.8% was fat-free); and the average American adult only consumes one ounce of whole grain products a day.²³ The populations with the lowest intake of fruits and vegetables and highest intakes of higher fat milks are Hispanics, people with low educational attainment, and those with low incomes.

To meet these recommendations, people need easy access to affordable, healthy foods. As with physical activity, the environment plays a role – the availability of healthy foods affects consumption.²⁴ Access to healthy foods is lower in low-income neighborhoods thereby making it more difficult to buy and consume healthy foods.²⁵ African Americans report an average 32% increase in fruit and vegetable intake for each supermarket in their census tract. For white Americans, the increase is 11%.²⁶

When people eat out, they tend to eat more fat, calories, and sodium and less calcium and fiber than when they eat at home;^{27, 28} however, when healthier items are priced lower than less healthy items, people are more likely to buy them.²⁹ Portion size has been implicated in the increase in obesity and obesity is a significant risk factor for CVD. The larger the portion served to a consumer, the more the person eats.^{30, 31} This is especially problematic in restaurants where consumers have little control over the size of portions served to them.

The presence of farmers markets tends to increase fruit and vegetable consumption³² and participating in community gardens increases both fruit and vegetable consumption and physical activity.³³

Five of the *Healthy People 2010* nutrition objectives address fat, fruit and vegetable, and whole grain consumption:

- 19-5 Increase the proportion of persons aged 2 years and older who consume at least two daily servings of fruit.
- 19-6 Increase the proportion of persons aged 2 years and older who consume at least three daily servings of vegetables, with at least one-third being dark green or orange vegetables.
- 19-7 Increase the proportion of persons aged 2 years and older who consume at least six daily servings of grain products, with at least three being whole grains.
- 19-8 Increase the proportion of persons aged 2 years and older who consume less than 10 percent of calories from saturated fat.
- 19-9 Increase the proportion of persons aged 2 years and older who consume no more than 30 percent of calories from total fat.

C. Interventions Sought and Funding Available

The NYS HHP is seeking applications for projects that will create and promote new or expanded, community-level, sustainable opportunities that make it easier for residents to be

physically active or to chose a healthy diet. Selected interventions should focus on policy and environmental changes and be evidence-based. Specifically, funded projects will:

- Improve opportunities for physical activity and healthy food choices at the community level that can be sustained beyond the grant period;
- Encourage the use of new or expanded opportunities by the target population; and
- Emphasize opportunities that can be used frequently by a significant proportion of the target population and thus have a likelihood of contributing to an increase in the percentage of the target population meeting physical activity and nutrition recommendations.

Priority will be given to projects that serve a predominantly low-income urban or rural area. Funds awarded under this RFA must be used to supplement and not supplant existing similar projects. Projects that propose to only conduct traditional planning processes (e.g. comprehensive plans, land use plans, etc.) are not eligible for funding under this RFA; those types of planning projects should be funded with other resources. Funds awarded under this RFA cannot be used for capital construction. Rather, funds may be used for advocating for policy changes in land use and economic development efforts that increase opportunities for healthy eating and physical activity, and for promoting the use of expanded or newly created resources.

The New York State Department of Health has a total of \$950,000 annually to fund up to 12 applicants. Applicants from all New York counties, except New York, Brooklyn, Kings, Queens, Bronx, Richmond, Suffolk, Nassau, and Westchester, may request up to \$73,000 annually. Applicants from New York, Brooklyn, Kings, Queens, Bronx, Richmond, Suffolk, Nassau, and Westchester, and organizations working statewide may request up to \$83,000 annually. An applicant may submit separate applications for both regional and statewide projects, but may only be funded for one.

A minimum score of 70 points is required to be considered for funding. The two highest scoring proposals from each of the five regions will be funded, as well as the two highest scoring statewide applications. If there are fewer than two acceptable proposals from a region (or statewide) that score the minimum of 70 points, the next highest scoring proposal(s) from any region or statewide will be funded. Regions for the purpose of this RFA are listed below:

- Central New York (Broome, Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, and Tompkins counties)
- Long Island (Nassau and Suffolk counties)
- New York City
- Capital District and Lower Hudson (Albany, Clinton, Columbia, Delaware, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Orange, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington, and Westchester counties)
- Western (Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Niagara, Monroe, Ontario, Orleans, Schuyler, Seneca, Steuben, Wayne, Wyoming, and

Yates counties)

Additional applicants may be funded if additional funding becomes available. Budgets may be increased in subsequent years if work is expanded, and if funds are available. The contract period is one year, with four annual renewals, for a total of five years, subject to satisfactory performance and the availability of funds.

II. Who May Apply

Eligible applicants are public sector and other non-profit organizations in NYS such as: local health departments, community health centers, not-for-profit hospitals, non-profit organizations that work locally or statewide, academic institutions, nutrition, physical activity, or obesity coalitions, and cooperative extension agencies. Partnerships between potential applicants are strongly encouraged.

III. Project Narrative/Work Plan Outcomes

Applicants are expected to increase opportunities for physical activity or healthier food choices for a significant proportion of the target population by implementing evidence-based policy and environmental interventions at the community level. Priority will be given to projects addressing low-income populations. Research should demonstrate that the intervention selected increases physical activity or increases the consumption of healthy foods. Interventions targeting worksites and schools (students or staff) are not eligible for funding under this RFA because the HHP provides other funds for school and worksite projects. Exceptions are projects that propose to increase active commuting (walking or bicycling to work or school) or projects that propose to open school facilities for use by the public.

The new opportunities that are the focus of the proposed project should be available and accessible to a significant proportion of the target community and be likely to be used frequently. For instance, developing community support and acquiring additional resources for neighborhood “pocket parks” that nearby residents will use frequently is preferred over advocating for the development of a single park at a distance from the target population that will be used only occasionally by any individual person. Applicants are expected to leverage other community resources that will be needed to fully implement the project and sustain it beyond the five-year grant period.

Applicants are advised to initially focus on improving one opportunity for either physical activity or healthier food choices in their community (e.g., 1. establishing five farmers markets, 2. increasing use of neighborhood parks by making them safer and/or adding programming). That goal should be achieved by the end of the anticipated five-year funding cycle. A list of acceptable policy and environmental interventions and examples of outcome and impact objectives are provided in Attachment 1. If interventions other than those in Attachment 1 are proposed, the applicant must provide evidence that the proposed intervention leads to increased physical activity and healthier food choices.

Yearly target objectives should be established and evaluated to demonstrate progress in meeting the ultimate goal. Using the farmers market example, the one year targets might be: by the end of year one, three of five sites will have been selected and farmers recruited to staff the markets; by the end of year two, two of five farmers markets will be operational; by the end of year three, three farmers markets will be operational and have a weekly patronage of 2000 people.

Applicants should provide clear outcome and impact objectives for their chosen intervention. Outcome objectives are the sustainable policies, practices, or physical projects expected to be in place at the end of five years that increases or enhances opportunities for the target population to be more physically active or make healthier food choices (e.g., By March 31, 2014, establish five farmers markets in low- or mixed-income urban neighborhoods). Impact objectives address the anticipated effect that the new policy or environmental change will have on behaviors of the target population. At a minimum, impact objectives should address the expected use of the new opportunity (e.g., By March 31, 2014, 2,000 people will be shopping at the farmers markets each week). Ideally, impact objectives should also address the effect of the new opportunity on physical activity and eating behaviors of the target community (e.g., By March 31, 2014, 25% of a random sample of people shopping at the new farmers market will report an increase in consumption of fruits and vegetables since the opening of the market).

Applicants will be expected to employ multiple strategies to achieve their outcome and impact objectives. The following strategies (adapted from the Robert Wood Johnson Foundation's *Active Living by Design* program) should be addressed in the application. These strategies are not ends in themselves; they are the means of accomplishing more permanent policy and environmental changes.

1. Partnerships

Creating healthy communities is a challenge that requires participation and input from a variety of stakeholders and community members. Developing a working partnership of citizens, advocates, community leaders and professionals from various disciplines significantly increases the likelihood of success and increases public awareness of the project. Applicants should create and sustain a partnership with representatives from local (and state-wide, if applicable) organizations that can help identify new opportunities for increasing physical activity and healthy food choices. Partners should be able to take responsibility for specific tasks related to the project. If the applicant is not a health-related organization, the partnership should include at least one health-related partner (a local health department, hospital, health care provider, health advocacy group, etc.). Other partners should include municipal officials, business leaders, local non-profit organizations, and representatives of the target population.

2. Preparation

Preparation is the deliberate process of getting ready for action. This strategy includes assessing the current environment and relevant policies and practices for opportunities and barriers to physical activity and healthy food choices. Preparation may also involve

conducting surveys or focus groups within the community to better understand residents' attitudes and perceptions about physical activity and healthy food choices. Prior to launching a project, local advocates and partners may need training to work effectively with new stakeholders such as local governments or the media. This strategy also entails collecting relevant baseline data for evaluation and program planning, and pursuing financial and other resources.

3. Promotions

Effective promotion or communications efforts are vital to the success of any project and help the project connect with the public. Promotional efforts are important in educating the public and decision makers about the significant role of community environments and policies on the ability of residents to adopt healthy behaviors such as physical activity and healthier food choices. Any communication messages should be culturally appropriate and based on market research with the target audience. Promotional efforts such as presentations, news releases, fact sheets, and other forms of communication should be evaluated to determine whether they truly connect with the intended audiences. Promotional efforts are also critical to ensure that the target audience is aware of the new opportunity for physical activity or healthier food choices.

4. Programs

Programs are organized, on-going activities that engage individuals in healthy eating or physical activity either directly or indirectly. Programmatic activities should be used to promote the newly created opportunities, e.g. organizing walking clubs to promote a new community trail or food demonstrations at new or expanded farmers markets. Other programmatic approaches reward individuals for adopting more active or healthy eating habits through incentives or other encouragements, such as benefits for employees or students who walk or bicycle to work or school.

A more comprehensive description of strategies can be found on the *Active Living by Design* Web site: <http://www.activelivingbydesign.org/>.

Applicants will be expected to evaluate progress toward achieving outcome and impact objectives through conducting baseline, intermediate and final intervention surveys in their communities. Evaluation methods used to determine behavior change of targeted audiences will be developed by funded applicants in conjunction with HHP staff.

Applicants will be expected to include sustainability activities in their annual work plans (e.g., writing letters to the editor, educating legislators about their efforts). Sustainability activities are designed to increase visibility of the project and awareness of CVD, its risk factors and successful strategies for addressing it. Please see Attachment 2 for a list of sustainability activities.

Applicants responding to this initiative should demonstrate an awareness and understanding of the role of cultural competence and the Americans with Disabilities Act in the

design and implementation of interventions. Cultural differences in values and norms among ethnic and racial groups, as well as access to programs and services by people with disabilities, should be evident in formulating and implementing strategies in response to this announcement.

All funded projects will be assigned a HHP staff person as contract manager, will be required to enter data into a DOH Web-based reporting system monthly, prepare success stories annually, and attend annual meetings.

All funded applicants will be required to use the Healthy Meeting Guidelines (see Attachment 3) developed by the NYSDOH for all meetings associated with this funding.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the NYS Department of Health, Division of Chronic Disease Prevention and Adult Health, Bureau of Health Risk Reduction, Healthy Heart Program. The department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase:

All substantive questions must be submitted by August 20, 2008, in writing, via e-mail or the United State Postal Service to:

Deborah Spicer, R.D., M.P.H.
Healthy Heart Program
New York State Department of Health
Riverview Center 3W
150 Broadway
Albany NY 12204-0676
hhp@health.state.ny.us
Fax: 518-474-3356

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, via E-mail, the United States Postal Service or telephone by calling:

Shirley Kelly-Parsons
hhp@health.state.ny.us
518-474-6683

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.nyhealth.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 on or about the date identified on the cover sheet of this RFA.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions), please complete and submit a letter of interest (see attachment 4). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing update information, or for copies of documents to be sent to them electronically.

Submission of a letter of interest is not a requirement for submitting an application, but is strongly recommended.

C. Applicant Conference

An Applicant Conference will not be held for this project.

D. How to File an Application

Applications must be **received** at the following address by the date and time posted on the cover sheet of this RFA. Late applications will not be accepted. It is the applicant's responsibility to see that applications are delivered to the address below prior to the date and time specified. Late applications due to a documented delay by the carrier may be considered at the Department of Health's discretion.

Deborah Spicer, R.D., M.P.H.
Healthy Heart Program
New York State Department of Health
Riverview Center 3W
150 Broadway
Albany NY 12204-0676

Applicants shall submit one original, signed application and three copies, plus one copy on a compact disk. 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.

E. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
6. Eliminate mandatory requirements unmet by all applicants.
7. If the Department of Health is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State.
8. The Department of Health reserves the right to award grants based on geographic or regional considerations to serve the best interests of the state.

F. Term of Contract

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

It is expected that contracts resulting from this RFA will have the following time period: April 1, 2009 – March 31, 2014, with annual renewals.

G. Payment & Reporting Requirements of Grant Awardees

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

Division of Chronic Disease Prevention and Adult Health
NYSDOH
Empire State Plaza, Corning Tower, Room 515
Albany, NY 12237-0675

Payment of such invoices 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:

Contractors shall submit to the State quarterly voucher claims and reports of expenditures on such forms and in such detail as the State shall require. Contractors shall submit all vouchers, with the exception of the advance voucher, to the State no later than ninety days after the end date of the period for which reimbursement is being claimed. Failure to comply with these requirements could result in the denial of payment by the State.

3. The grant contractor will be required to submit the following periodic reports:
 - Monthly entries into the Healthy Heart Program Monitoring and Data Entry System, a Web-based reporting system.

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 must also complete and submit the Vendor Responsibility Attestation (Attachment 10).

I. General Specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

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 - Work plan

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**:

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- **WC/DB -101**, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; 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**:

- **WC/DB-100**, Affidavit For New York Entities And Any Out-Of-State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
- **WC/DB -101**, Affidavit That An OUT-OF STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR the **DB-820/829** Certificate/Cancellation of Insurance; OR

- **DB-155** -- Certificate of Disability Benefits Self-Insurance

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

V. Completing the Application

A. Application Content and Format

All applications should conform to the format prescribed below. Points will be deducted from applications which deviate from the prescribed format. Applications should not exceed 32 pages of text, not including partner forms, letters of support and budget and budget justification. Please double-space all sections included in the page limit, except the workplan chart which should be single-spaced. The application may be printed on both sides of the paper, but the total number pages of text should not exceed 32. If the proposal exceeds the page limits, only the first 32 pages of text will be reviewed. Use Times New Roman, 12 point font and one-inch margins. Pages should be numbered. Please organize the application into the sections described below (1-7). Be concise, presenting your organization's experience and proposed work clearly.

1. Cover Page (1 page)

Not included in the 32 page count

Please use Attachment 5.

- a. Title of Project (Please include "Healthy Heart Program" in the title)
- b. Legal name of applicant to appear on contract, if awarded (please list only one organization's name and include address, telephone, fax, and e-mail address)
- c. Signature of Project Director-- person responsible for all aspects of the program (name, title, address, telephone, fax, e-mail)
- d. Signature of individual authorized to sign the contract for applicant (name, title, address, telephone, fax, e-mail)
- e. Amount of funding requested
- f. Federal Tax Identification Number
- g. NYS Charities Registration Number or Statement of Waiver

2. Statement of Need

Double-spaced/Included in 32 page count

Please briefly describe the intervention, indicate whether the intervention is statewide or local/regional and provide local, regional, and/or statewide data that demonstrate the need for the proposed intervention. Identify your target population. Please discuss key physical, demographic and social characteristics of the community and the population(s) to be served, including challenges or barriers that need to be addressed. Explain why you think the proposed policy or environmental change is important and necessary in the geographic area and for the population identified. Provide any evidence that the target

population will use the new opportunity created by the policy or environmental change. Describe the strengths of the intervention, including any unique community assets, and why it will succeed. If the intervention is not one listed in Attachment 1, please describe the literature supporting its effectiveness.

3. Applicant Organization **Double-spaced/Included in 32 page count**

Describe the applicant organization, how the proposed project fits with the organization's mission, and experience of the applicant organization and key partners with policy and environmental changes that affect public health. Include, if applicable:

- a. At least one successful partnership with community members and/or state level agencies to develop and implement a systems, policy or environmental change, including the interventions implemented and the results achieved.
- b. At least one successful communications program (e.g., fruit and vegetable promotion, walking campaign) used to increase effectiveness of other interventions (e.g., establishing a farmers market, developing a policy regarding sidewalks).
- c. Experience working with low-income or rural populations.
- d. Staff that will be involved in the intervention. Attach resumes or curricula vitae for key project staff.
- e. If some of the work will be subcontracted to other agencies, describe how the applicant organization will manage the work of subcontractors, e.g, specific deliverables of subcontractors and how the applicant will monitor the work and expenditures of subcontractors and submit that information to the Healthy Heart Program in a timely manner.

4. Partners **Double-spaced/Included in 32 page count/Appendices are not included in the page count**

Partners are expected for these interventions. Please list key partners and their major roles in the intervention. Please complete a copy of Attachment 6 for each partner. The completed attachments for each partner are not included in the page limit.

5. Project Narrative **Double-spaced/Included in 32 page count**

Describe, in narrative format, the intervention selected and the overall five-year strategy for achieving specific outcome and impact objectives. Include the following:

- One five-year outcome objective with related impact objectives, and annual target objectives to meet the five-year outcome objective. Objectives should be SMART (specific, measurable, achievable, relevant and time-based – visit the www.cdc.gov and search on SMART Objectives for more information).
- The ultimate reach anticipated – the number of people who will benefit directly from the new opportunity (e.g., the number of people walking in a new senior development, commuting to work by bike, shopping at the farmers market, shopping at the new grocery store). The proposed intervention should be

anticipated to reach at least 1500 community members. Also describe the anticipated frequency of use of the new opportunity by the target population. Please describe how the anticipated reach and frequency of use were estimated.

- Overall strategies for achieving the outcome and impact objectives. Refer to the “4 P’s described in section III.
- Description of how cultural differences in values and norms among ethnic and racial groups, as well as access to programs and services by people with disabilities, will be addressed in the proposed intervention.
- How the intervention proposed will build on existing efforts to increase opportunities for physical activity and healthy eating in the chosen community(ies) and not supplant existing activities.
- Sustainability activities that will increase visibility of the applicant’s work and the need to address cardiovascular disease (e.g., visits with legislators, letters to the editor, written updates or calls to legislators, establish/maintain relationships with media, collect personal stories/testimonials to share with people of influence).
- Evaluation plan for the intervention(s). The evaluation plan should include a description of the activities that are planned for:
 - ✓ Obtaining background information about the communities and localities where the interventions are planned; understanding and describing the populations targeted by program activities; pre-testing intervention methods and materials (Formative Evaluation).
 - ✓ Tracking and describing the implementation of program activities, potential barriers encountered and resources obtained (Process Evaluation).
 - ✓ Assessing the consequences of the program, including environmental and policy changes brought about by program efforts; sustained changes in opportunities for physical activity and healthy eating, (Outcome Evaluation) and behavior change in physical activity and healthy eating within the communities and populations reached (Impact Evaluation).
- A commitment to use the Healthy Meeting Guidelines for any meetings related to this project.

6. Year 1 Work Plan Chart

Single-spaced/Included in 32 page count

The Work Plan Chart should be used to provide more detail on objectives and activities for the first 12 months. Please use the format provided in Attachment 7. The work plan should include:

- SMART objectives for the first 12 months. These are likely to be process objectives (e.g. hiring and training new staff, developing additional partnerships, or conducting formative research with the target population) or interim steps in achieving the five-year outcome objective (e.g. creating the first of five proposed farmers markets).
- A description of key activities for each objective.
- Objectives and/or activities should address any of the 4 P’s that are relevant for the first year of the project.

- The timeline for activities.
- Staff and partners responsible for the major activities.
- Finalization of evaluation plan and collection of baseline data.
- At least two sustainability activities.

7. Budget

Refer to Attachment 8/Not included in 32 page count

A sample budget format is attached (Attachment 8). Applicants should submit a 12-month budget, assuming an April 1, 2009 start date. All costs must be related to the provision of Healthy Eating and Active Living by Design. Justification for each cost should be submitted in narrative form. 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 existing staff activities. Round budget amounts to the nearest dollar. Please include the following in your budget and justification:

a. Personnel

- Titles of all positions
- Percentage of time/effort to be spent by each staff person on program
- Annual salary or rate per hour, if paid hourly
- Amount requested from NYSDOH
- Fringe benefits: rate and total cost
- Applicant's or partners' in-kind contributions

b. Other than Personnel Services (OTPS)

- Supplies and materials
- Sub-awards
- Equipment
- Training
- Travel – accommodate attending two two-day meetings in the Albany area during the first project year. Subsequent years may have one meeting in the Albany area and regional meetings.
- Non-allowable costs – indirect or administrative lines will not be accepted as OTPS budget lines. Individual budget lines related to these costs (e.g., rent, heat, telephone) will be allowed with appropriate justification and will be limited to a maximum of 5% of total direct costs.

c. Justification

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

- d. Expenditures will not be allowed for the purchase of major pieces of depreciable equipment or remodeling or modifications of structures, including sidewalks and bike paths.
- e. Ineligible budget items will be removed from the budget before the budget is scored. The budget amount requested will be reduced to reflect the removal of the ineligible items.

B. Review & Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by NYSDOH staff. Applications failing to provide all response requirements will be removed from consideration. Failing to follow the prescribed format will result in point deductions. At least two applicants will be funded from each region, unless there are no applicants in a region who score at least 70. Two statewide applications will be funded, unless no applicants from statewide organizations score at least 70.

Applications will be evaluated on a 100-point scale as follows:

1. Cover page (no points)

2. Statement of Need (15 points)

Applicant understands the needs of the target population and demonstrates that the intervention chosen is likely to lead to increased physical activity and healthier food choices of a significant proportion of the target population.

- Data provided demonstrates the need for the proposed intervention.
- A clear rationale is given for the area and population targeted.
- Target population is low-income urban or rural.
- Information on the physical, demographic and social characteristics of the community and population, including barriers and challenges is provided.
- Strengths of the intervention are described.
- Evidence that the target population will use the new opportunity is provided.
- If an intervention not listed in Attachment 1 is selected, evidence from the literature is presented to support the intervention chosen.

3. Applicant Organization (15 points)

Applicant has experience with implementing policy and environmental changes to promote healthy behaviors and the capability to measure the results.

- At least one successful partnership regarding systems, policy or environmental changes, including results, is described.
- The use of at least one successful communications campaign to increase the effectiveness of another intervention is described.
- Experience working with low-income urban and/or rural populations is presented.
- Clear explanations of the role of staff involved in the project are given and resumes or curricula vitae are attached for key positions.

- If subcontracting will be used for some of the work, a reasonable management plan is presented.

4. Partners (10 points)

Applicant has commitment from appropriate partners for carrying out the intervention.

- Key partners are listed, are appropriate for the intervention proposed, and major roles of the partners are described.
- There is a copy of Attachment 6 included and complete for each partner listed.
- If no partners are mentioned and no copies of Attachment 6 are included, no points will be awarded for this section.

5. Project Narrative (25 points)

Applicant adequately describes the proposed intervention. The strategies described are appropriate and are likely to lead to the creation and use of new or expanded opportunities for physical activity and healthier food choices.

- One five-year outcome objective and its related impact objectives are included, follow the examples given in Attachment 1 and are SMART. Annual target objectives are provided for each year and will lead to the achievement of the five-year objective.
- Anticipated reach is given for all proposed efforts, is explained, and fits with the five year objectives proposed. Points will be subtracted for unrealistically high reach and reach of less than 1,500 community members.
- The “4 P” strategies are used for achieving the outcome and impact objectives are provided.
- Cultural differences in values and norms among ethnic and racial groups, as well as access to programs and services by people with disabilities, have been considered and are evident in the proposed strategies.
- A description of how people with disabilities will be included in the intervention is provided.
- A description of how the proposed intervention will build on existing efforts to increase physical activity and healthy eating in the community is provided.
- Efforts to increase visibility of the applicant’s work are included and are based on descriptions of sustainability activities provided in Attachment 2.
- An evaluation plan is presented and is consistent with the intervention(s) proposed and addresses all the types of evaluation (formative, process, outcome and impact).
- A commitment is made to use the Healthy Meeting Guidelines (Attachment 3).

6. Year 1 Work Plan Chart (15 points)

Applicant has provided clear objectives of what will be accomplished in the first year. Proposed strategies and activities are likely to lead to accomplishment of these one-year objectives.

- SMART 12-month objectives are provided and are based on the five-year objective provided in the Project Narrative.
- The major activities are presented in the requested format (Attachment 7).
- Activities proposed and personnel listed as responsible are consistent with the one-year objectives proposed and the description of personnel provided.

- Major responsibilities of partners are included in the workplan
- Timeline for activities is reasonable.
- Activities are included for each of the relevant “4 P” strategies, sustainability (at least two activities), and evaluation.

7. Budget (20 points)

Budget is appropriate for the scope of work proposed and all budget items are fully justified.

- Budget and budget justification are presented in the format requested (Attachment 8).
- Budget is for the contract period; April 1, 2009 – March 31, 2010.
- Costs presented are consistent with the work plan and staffing pattern proposed.
- No indirect or administrative lines are included.
- Justification is clear and staff lines for existing staff show how the percentage of time devoted to the intervention was determined.

If additional funding becomes available for this initiative, additional projects will be funded.

Following the award of grants from this RFA, applicants may request a debriefing from the NYS DOH Healthy Heart 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.

Attachment 1

Acceptable Interventions and Sample Objectives

The interventions listed below have sufficient evidence that they increase either healthy eating or physical activity. Sample acceptable outcome (O) and impact (I) objectives are given for each intervention. If the proposed intervention is not listed below, literature supporting its effectiveness must be included in section V.A.2.

Healthy Eating

1. Establishing farmers markets.

O: 1.a. By March 31, 2014, establish five farmers markets in low- or mixed-income urban neighborhoods.

I: 1.b. By March 31, 2014, 2,000 people will be shopping at the farmers markets each week.

I: 1.c. By March 31, 2014, 25% of people shopping at the farmers market will report an increase in consumption of fruits and vegetables.

2. Creating community gardens.

O: 2.a. By March 31, 2014, create 10 community gardens in low- or mixed-income urban neighborhoods.

I: 2.b. By March 31, 2014, 500 families will be using the community gardens.

I: 2.c. By March 31, 2014, 50% of the families with garden plots will report an increased intake in fruits and vegetables.

3. Establishing a grocery store in a low-income neighborhood.

O: 3.a. By March 31, 2014, establish a grocery store in a low-income urban neighborhood.

I: 3.b. By March 31, 2014, eight thousand neighborhood residents will be shopping at the grocery store each week.

I: 3.c. By March 31, 2014, 25% of shoppers report increased consumption of fruits and vegetables or switching to low-fat milk.

4. Increasing low-fat milk availability and acceptance.

O: 4.a. By March 31, 2013, increase the availability of low-fat milk in community venues by 50%.

I: 4.b. By March 31, 2013, increase low-fat milk sales by 20%

5. Decreasing the price of healthy foods at restaurants and/or decreasing portion size of foods at restaurants.

O: 5.a. By March 31, 2014, increase by 25% the number of restaurants offering a reduced price on low saturated fat/low calorie foods or a smaller portion size.

I: 5.b. By March 31, 2014, 20% of orders will be for healthier items.

6. Requiring menu labeling at chain restaurants.

O: 6.a. By March 31, 2014, require menu labeling at chain restaurants, listing calories, fat and sodium on the menu board.

I: 6.b. By March 31, 2014, there will be a 10% increase in orders for lower fat, lower calorie choices.

Physical Activity

1. Street-scale urban design and land use policies and practices (e.g., building codes, roadway design standards, improved street lighting, and use of traffic calming approaches).

O: 1.a. By March 31, 2014, introduce traffic calming strategies to 10 streets or intersections in an urban or suburban area where potential pedestrian activity is high.

I: 1.b. By March 31, 2014, pedestrian activity will increase by 25% in areas where traffic calming has been introduced.

2. Creation of or enhanced access to places for physical activity combined with informational outreach activities (e.g., creating walking trails, building exercise facilities, or providing access to existing, nearby facilities).

O: 2.a. By March 31, 2014, four local YMCAs/YWCAs/YHAs develop programming for low-income youth to use the facilities during slow times at a subsidized or reduced cost.

I: 2.b. By March 31, 2014, at least 1,000 low-income students will be using the YMCAs/YWCAs/YHAs facilities at a reduced/subsidized rate.

I: 2.c. By March 31, 2014, 25% of the students using the Y's facilities will report being active 60 minutes a day, at least 5 days a week.

3. Community-scale urban design and land use policies and practices (e.g., the continuity of sidewalks and streets, the aesthetic quality and safety aspects of the physical environment, zoning regulations, builders' practices).

O: 3.a. By March 31, 2014, a policy will be enacted which requires that new senior housing be walkable and include mixed use zoning so key services are within a quarter mile of housing units.

I: 3.b. By March 31, 2014, 80% of new senior housing construction follows the new policy.

I: 3.c. By March 31, 2014, seniors living in the new senior housing walk more than seniors in older senior housing that is not walkable and has no key services near by.

O: 4.a. By March 31, 2014, develop a statewide pedestrian group to assist local pedestrian groups in achieving policy and environmental changes in their locales.

I: 4.b. By March 31, 2014, at least 4 local pedestrian groups will have created policy or environmental changes in their locales.

I: 4.c. By March 31, 2014, the pedestrian traffic in areas where changes were made has increased by at least 10%.

Sustainability Strategies

1. Letters to the editor and opinion pieces for the local paper.

Write letters and opinion pieces for the local newspaper about healthy eating and/or active living work and how it relates to the reduction of heart disease and other chronic diseases

2. Ongoing communication with legislators and other decision makers.

Regularly send updates to legislators and other decision makers about the progress and successes in making communities more active and healthier places to eat. Meet with legislators to educate them on the connection between active living and healthy eating and heart disease prevention.

3. Relationships with media.

Establish relationships with all forms of media – radio, print, television. Know who the reporters are that cover health and community beats. Make sure they know when you have an event or a success through press releases and calls.

4. Sphere of influence queries.

Talk to businesses/employers/restaurants affected by healthy eating and active living interventions, with the goal of them being a proponent of your work.

5. Personal stories/testimonials

Write up stories of people whose lives are improved by the changes you are making in the community. Share those stories with people of influence. People can also present their stories to people of influence directly.

6. Community champion recruitment/cultivation.

Find people who are proponents of active living and healthy eating and want to help create healthy communities. Educate them to talk about the importance of the work as it relates to quality of life and chronic disease prevention.

Guidelines for Healthy Meetings

Introduction:

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

General Guidelines:

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

Food Suggestions for Breakfast

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

Food Suggestions for Breaks (am & pm):

- Consider whether it is necessary to offer a morning and afternoon food break
- Fresh sliced fruit and vegetable tray – offered with low-fat dips
- Whole-grain crackers or granola bars (5g fat or less per serving)
- Low-fat cheese assortment & assortment of whole grain crackers

- Pita chips – baked and served with hummus
- Whole grain muffins (cut in half if not serving mini muffins) and whole grain breads
- Low-fat yogurt
- Pretzels, popcorn, baked chips, trail mixes

Food Suggestions for Lunch/Dinner

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

Guidelines for Healthy Meetings – Physical Activity

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

Physical Activity Guidelines

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

Healthy Meeting Guidelines - Vendor Information

Food Guidelines

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

General Guidelines:

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

Breakfast Suggestions:

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

Break Suggestions (am and pm):

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

Lunch/Dinner Suggestions:

- Raw vegetables with low-fat dip and fresh fruits
- Salads with low-fat salad dressing on the side
- Broth-based soups (using a vegetarian broth), or soups using evaporated skim milk instead of cream.
- Raw vegetable salads marinated in fat-free or low-fat Italian dressing
- Sandwich platters - cut sandwiches in half so people can take smaller portions. Offer mustard and low-fat mayonnaise as condiments on the side. Use whole grain breads.

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

**Sample
Letter of Interest**

Deborah Spicer, RD, MPH
Healthy Heart Program
Riverview Center, 3W
150 Broadway
Albany, NY 12204-0676

Re: RFA #
Healthy Eating and Active Living by Design

Dear Ms. Spicer:

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.nyhealth.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,

**New York State Healthy Heart Program
Request for Applications**

Cover Page

a. Title of Project	
b. Legal name of applicant to appear on contract: Organization: Address: Telephone: _____ Fax: _____ E-mail address: _____	
c. Signature of Project Director - include name, title, address, telephone, fax, e-mail) Name and title: Address: Telephone: _____ Fax: _____ E-mail address: _____	
d. Signature of individual authorized to sign the contract for applicant. Name and title: Address: Telephone: _____ Fax: _____ E-mail address: _____	
e. Amount of Funding requested	f. Federal Tax Identification Number
g. NYS Charities Registration Number or Statement of Waiver	

Attachment 6

Partners

Organization Name
Representative Name
Representative's Title
Role(s) (e.g. assessment, presentations, incentive programs, advocacy)
Strength(s) (e.g. fundraising, GIS, group facilitation)
Commitment(s) (e.g. office space, staffing, direct dollars)
How will the partner benefit from the partnership or project?
Signature of Partner Representative

Attachment 7

Year 1 Work Plan Chart

Program Name:
Work Plan Period:
Objective# :

Major Activities	Timeline*	Staff in Charge

* Please provide timeline in month/year to month/year format.

Budget Format

Program Name:
Budget Period:

Personnel

<u>Position</u>	<u>Salary</u>	<u>Time</u>	<u>In-kind</u>	<u>NYSDOH</u>
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Project Director

Coordinator

Administrative Assistant

Fringe Benefits

Personnel Total:

OTPS

Supplies/materials

Sub-awards

Equipment

Training

Travel

OTPS Total:

Grand Total:

Budget Justification

Personnel

Position (percent effort). How percent effort was calculated.

Position (percent effort). How percent effort was calculated.

Other than Personnel Services

Supplies/materials – paper, pens, incentives

Mini-grants – money awarded to agencies, etc., include anticipated number and amounts

Equipment – computers, faxes, phones

Training – include conferences that staff might attend and person(s) attending

Travel – include at least two meetings in Albany, with one overnight each

GRANT CONTRACT

STATE AGENCY (Name and Address): _____ CONTRACTOR (Name and Address): _____ FEDERAL TAX IDENTIFICATION NUMBER: _____ MUNICIPALITY NO. (if applicable): _____ CHARITIES REGISTRATION NUMBER: ____ - ____ - ____ or () EXEMPT: (If EXEMPT, indicate basis for exemption): _____ 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	. .	NYS COMPTROLLER'S NUMBER: _____ ORIGINATING AGENCY CODE: _____ TYPE OF PROGRAM(S) _____ INITIAL CONTRACT PERIOD FROM: TO: FUNDING AMOUNT FOR INITIAL PERIOD: _____ MULTI-YEAR TERM (if applicable): FROM: TO:
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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 8/08)
_____	APPENDIX B	Budget
_____	APPENDIX C	Payment and Reporting Schedule
_____	APPENDIX D	Program Workplan
_____	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 Business Associate Agreement
_____	APPENDIX _____	_____
_____	APPENDIX _____	_____

STATE OF NEW YORK

AGREEMENT

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

WITNESSETH:

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

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

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

- I. Conditions of Agreement
 - A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
 - B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
 - C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
 - D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.
 - E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal

guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

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

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-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 8/08)

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, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol

treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the

prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 - e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 - f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
 - g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
 - h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- a) The prospective lower tier participant certifies, by submission of this

proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.

- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
 7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
 8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
 9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
 10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
 11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.
 12. Other Modifications
 - a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
 - ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
 - ◆ Appendix C - Section 11, Progress and Final Reports;
 - ◆ Appendix D - Program Workplan will require OSC approval.
 - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a

Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for

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

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities 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**:

- **WC/DB-100**, Affidavit For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disabilities 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 C

PAYMENT AND REPORTING SCHEDULE

1. Payment and Reporting Terms and Conditions

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

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

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

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

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

II. Progress and Final Reports

Organization Name: _____

Report Type:

- A. Narrative/Qualitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a report, in

narrative form, summarizing the services rendered during the quarter. This report will detail how the _____ (Organization) _____ has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

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

B. Statistical/Quantitative Report

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

C. Expenditure Report

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

D. Final Report

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

APPENDIX D

PROGRAM WORKPLAN (sample format)

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

I. CORPORATE INFORMATION

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

II. SUMMARY STATEMENT

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

III. PROGRAM GOALS

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

IV. SPECIFIC DELIVERABLES

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

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

Agency Code 12000
APPENDIX X

Contract Number: _____

Contractor: _____

Amendment Number X-_____

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

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

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

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

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

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

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

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

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

This will result in new contract terms of:

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

Signature Page for:

Contract Number: _____

Contractor: _____

Amendment Number: X-_____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

STATE OF NEW YORK)
) SS:
County of _____)

On the ___ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

BUSINESS ENTITY INFORMATION				
Legal Business Name			EIN	
Address of the Principal Place of Business/Executive Office			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name:			Phone Number	Fax Number
Title			Email	
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS	
1.0 Business Entity Type – Please check appropriate box and provide additional information:	
a) <input type="checkbox"/> Corporation (including PC)	Date of Incorporation
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized
c) <input type="checkbox"/> Limited Liability Partnership	Date of Registration
d) <input type="checkbox"/> Limited Partnership	Date Established
e) <input type="checkbox"/> General Partnership	Date Established County (if formed in NYS)
f) <input type="checkbox"/> Sole Proprietor	How many years in business?
g) <input type="checkbox"/> Other	Date Established
If Other, explain:	
1.1 Was the Business Entity formed in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No' indicate jurisdiction where Business Entity was formed:	
<input type="checkbox"/> United States State _____	
<input type="checkbox"/> Other Country _____	
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? <i>Note: Select 'not required' if the Business Entity is a General Partnership.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
If "No" explain why the Business Entity is not required to be registered in New York State.	
1.3 Is the Business Entity registered as a Sales Tax vendor with the New York State Department of Tax and Finance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Explain and provide detail, such as 'not required', 'application in process', or other reasons for not being registered.	
1.4 Is the Business Entity a Joint Venture? <i>Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for the Business Entity comprising the Joint Venture.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

I. BUSINESS CHARACTERISTICS

1.5 Does the Business Entity have an active Charities Registration Number?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter Number: _____ If Exempt/Explain: _____ If an application is pending, enter date of application: _____ Attach a copy of the application		
1.6 Does the Business Entity have a DUNS Number?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter DUNS Number _____		
1.7 Is the Business Entity's principal place of business/Executive Office in New York State?		<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No', does the Business Entity maintain an office in New York State?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Provide the address and telephone number for one New York Office.		
1.8 Is the Business Entity's principal place of business/executive office:		
<input type="checkbox"/> Owned <input type="checkbox"/> Rented Landlord Name (if 'rented') _____ <input type="checkbox"/> Other Provide explanation (if 'other') _____		
Is space shared with another Business Entity?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of other Business Entity _____		
Address _____		
City _____	State _____	Zip Code _____ Country _____
1.9 Is the Business Entity a Minority Community Based Organization (MCBO)?		<input type="checkbox"/> Yes <input type="checkbox"/> No
1.10 Identify current Key Employees of the Business Entity. Attach additional pages if necessary.		
Name	Title	
1.11 Identify current Trustees/Board Members of the Business Entity. Attach additional pages if necessary.		
Name	Title	

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS

2.0 Does the Business Entity have any Affiliates? Attach additional pages if necessary (If no proceed to section III)		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Affiliate	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

III. CONTRACT HISTORY	
3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? ? If "Yes" attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description.	<input type="checkbox"/> Yes <input type="checkbox"/> No

IV. INTEGRITY – CONTRACT BIDDING	
Within the past five (5) years, has the Business Entity or any Affiliate	
4.0 been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 been denied a contract or had a bid rejected based upon a finding of non-responsibility by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

V. INTEGRITY – CONTRACT AWARD	
Within the past five (5) years, has the Business Entity or any Affiliate	
5.0 been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VI. CERTIFICATIONS/LICENSES	
6.0 Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VII. LEGAL PROCEEDINGS	
Within the past five (5) years, has the Business Entity or any Affiliate	
7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

VII. LEGAL PROCEEDINGS	
Within the past five (5) years, has the Business Entity or any Affiliate	
7.3 had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000, imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VIII. LEADERSHIP INTEGRITY	
Note: If the Business Entity is a Joint Venture, answer 'N/A- Not Applicable' to questions 8.0 through 8.4.	
Within the past five (5) years has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to	
8.0 a sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 a misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.4 a debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
For each "Yes" answer provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments over \$15,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 120 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the lien holder or claimant's name(s), the amount of the lien(s), claim(s), or judgments(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the last seven (7) years, has the Business Entity or any Affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy Chapter Number, the Court name, the Docket Number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed". Provide answer below or attach additional sheets with numbered responses.	
9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability year(s), the Tax Liability amount the Business Entity failed to file/pay, and the current status of the Tax Liability. Provide answer below or attach additional sheets with numbered responses.	
9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide the Business Entity involved, the relationship to the submitting Business Entity, the year(s) the Business Entity failed to file/pay the insurance, explain the situation, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits? If "Yes", did any audit reveal material weaknesses in the Business Entity's system of internal controls If "Yes", did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

X. FREEDOM OF INFORMATION LAW (FOIL)	
10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate the question number(s) and explain the basis for your claim.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

Certification

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

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the question set in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments; if applicable;
- understands that New York State will rely on information disclosed in this questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entity or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

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

_____ Notary Public

References

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