

RFA Number 0905050443

**New York State
Department of Health
Division of Nutrition
Bureau of Nutrition Risk Reduction
Request for Applications**

Nutrition Outreach and Education Services

KEY DATES

RFA Release Date: September 14, 2009

Questions Due: October 1, 2009

Letter of Interest Due: October 7, 2009

Applicant Conference On: October 14, 2009
1:00pm-4:00pm
Division of Nutrition
Riverview Center
150 Broadway 5FL WEST
Harvest Room
Albany, New York 12204

Deadline for Reservation: October 9, 2009

RFA Updates Posted: October 28, 2009

Applications Due: November 16, 2009

DOH Contact Name & Address:

Stephen Onderdonk
Bureau of Nutrition Risk Reduction
Division of Nutrition
Riverview Center
150 Broadway, FL6 West
Albany, New York 12204-2719
Phone: 518-402-7390
Fax: 518-408-5061

Table of Contents

I.	Introduction	3
II.	Who May Apply	4
III.	Project Narrative/Work Plan Outcomes	4
	A. Establish Priorities for Food Program Outreach	
	B. Identify High Need Areas	
	C. Select and Monitor Local Sub-Contractors	
	D. Conduct Allowable Outreach Activities	
	E. Evaluate Impact	
	F. Report Program Accomplishments to DOH and OTDA	
	G. Contract with DOH	
IV.	Administrative Requirements	7
	A. Issuing Agency	
	B. Question and Answer Phase:	
	C. Applicant Conference	
	D. How to File an Application	
	E. The Department of Health Reserves the Right to:	
	F. Term of Contract	
	G. Payment and Reporting Requirements of Grant Awardees	
	H. Vendor Responsibility Questionnaire	
	I. General Specifications	
	J. Appendices	
V.	Completing the Application.....	13
	A. Application Content	
	B. Application Format	
	C. Review Process	
VI.	Attachments	19
	Attachment 1: Standard Grant Contract with Appendices	
	Attachment 2: Budget Instructions	
	Attachment 2A: Summary Budget Form	
	Attachment 3: Letter of Interest Format	
	Attachment 4: Application Checklist	
	Attachment 5: Application Cover Sheet	
	Attachment 6: Work Plan Format	
	Attachment 7: Vendor Responsibility Attestation	
	Attachment 8: Vendor Responsibility Questionnaire	
	Attachment 9:“People First” How to Plan Events Everyone Can Attend	

I. Introduction

The Division of Nutrition (DON) of the New York State Department of Health (DOH) is requesting applications from eligible organizations for the provision of nutrition outreach and education services to the state's residents who are at-risk of nutrition-related health problems, due to an inadequate supply of food. The goal of these outreach and education services is to increase participation in federal and state-funded food assistance programs such as: the Supplemental Nutrition Assistance Program (SNAP), formerly known as the Food Stamp Program, the School Lunch and School Breakfast Program, the Child and Adult Care Food Program (CACFP), the Special Supplemental Nutrition Program for Woman, Infants and Children (WIC), the Senior Nutrition Programs, and the Summer Feeding Program.

The Nutrition Outreach and Public Education Program was authorized in 1987 under Article 25, Title VII of the Public Health Law. Based on the clear correlation between adequate diet and good health, and the finding that a significant portion of eligible New York residents do not participate in existing federal food assistance programs, the New York State legislature established a community-based program of nutrition outreach to increase the availability and utilization of federal food assistance programs by eligible New Yorkers. In 1988, federal matching funds became available through the US Department of Agriculture (USDA) for outreach activities for SNAP (formerly known as the Food Stamp Program). Currently, \$3.3 million is available for this project which includes \$1,450,000 in Federal matching funds. Proposals are expected to fully utilize these available funds.

Pending the continued availability of a combination of state and federal funds, \$3.3 million will be available for this program for the period of July 1, 2010 through June 30, 2011. The DON intends to contract with one statewide organization to fund local food program outreach and education projects. This contract will be continued for five years, contingent upon satisfactory contractor performance and continued availability of state and federal funds.

Lack of a sufficient quantity of appropriate foods can lead to major health and developmental problems. Pregnant women who are inadequately nourished are more likely to give birth to premature babies and to infants with lower birth weights. Children who don't have enough of the appropriate kinds of foods are more likely to have health and developmental problems resulting in greater costs to our health care and educational systems. Children cannot learn effectively if they have concentration problems resulting from hunger or if they are absent from classes due to illness related to inadequate diet.

Both the federal and state governments have recognized the importance of an adequate diet. Several food and nutrition programs have been established to help the most vulnerable segments of the population achieve an adequate diet. Many of these food assistance programs remain underutilized. According to the NYS Education Department, the Summer Food Service Program reaches approximately 30% of children who are eligible based on their participation in the School Lunch Program during the school year. The NYS Office of Temporary and Disability Assistance (OTDA) has estimated that between 40% and 60% of those potentially eligible for SNAP (food stamps) do not participate. Though participation in other major federal food programs varies, few have reached maximum enrollment.

Special outreach efforts are necessary for many of these programs because a significant

portion of the state's residents who are eligible for food assistance benefits are unaware of the availability of such programs or unable to reach the site where meals or other services are provided. Some high-risk populations do not have access to certain food programs because there are no local sponsors or sites serving their geographic area. Recently, OTDA launched the "My Benefits" web site to assist those who may have limited access to benefits enrollment. Still, only through special efforts to publicize federal food programs, to make program enrollment easier, and to make the meals and food packages more accessible to those in need, will New York's hungry residents who are at-risk for nutrition-related health problems be able to obtain all the food benefits they need.

Several federal food programs (e.g. WIC, Senior Meals Programs) have a set level of funding and thus can reach only a portion of those who are eligible. Other food programs (such as SNAP (Food Stamps), School Meals, CACFP, Summer Food Service) are entitlement programs, meaning that anyone who meets the eligibility requirements must be served, if there is a local program provider. Entitlement programs should be the focus of outreach efforts. If the non-entitlement programs receive additional funding, then outreach will become an important activity for these programs as well.

II. Who May Apply

Applicants must be a New York State based not-for-profit organization and should demonstrate the ability to serve the nutrition outreach needs of the state directly and through subcontracting. To be eligible to apply for these funds, an applicant organization must have not-for-profit status and must be incorporated. The selected applicant will be required to file a Vendor Responsibility Questionnaire with the New York State Office of the State Comptroller. Preferred applicants will be statewide entities with experience in multiple subcontracting, monitoring, and fiscal management.

III. Project Narrative/Work Plan Outcomes

To increase food program participation, the statewide contractor selected under this Request for Application will be required to perform the following activities:

A. Establish Priorities for Food Program Outreach

Because SNAP (the Food Stamp Program) is the major federal food program in New York State, and because state funds for SNAP outreach activities can be matched with USDA funds, at least 70% of effort and funds should be devoted to SNAP outreach. The remaining funds should promote increased participation in other food programs. The contractor should set priorities for food programs to be targeted for more intensive outreach.

B. Identify High Need Areas

Outreach activities should be targeted to high need areas of the state. The following criteria characterize areas that are likely to have significant portions of at-risk and high-risk populations that are eligible for federal food assistance programs:

- 50% or more of those potentially eligible are not participating in SNAP (the Food Stamp Program) or a significant number of the population potentially eligible, particularly the working poor and the elderly, are not participating;
- 25% or more of children are eligible for free or reduced price school meals;
- high infant mortality or morbidity rates;
- indicators of economic need including, but not limited to, high unemployment rate, low prevailing wages, and recent loss of job base;
- high concentration of at-risk populations (such as migrants, recently unemployed, persons with disabilities, etc.);
- food assistance programs are not available because of lack of provider participation; and
- lack of other food program outreach funds.

C. Select and Monitor Local Sub-Contractors

Because many of the barriers to food program participation are local in nature, and because people often respond to messages delivered through local channels and organizations, the statewide contractor will be required to sub-contract with community-based, not-for-profit organizations that have a strong, credible local presence to carry out local efforts to improve food program availability and participation of eligible and high-risk populations. The local sub-contractors must be selected through a competitive process, which is approved by DOH and OTDA. The sub-contractors may require extensive training and technical assistance from the contractor on food program regulations, effective outreach techniques, and project management. The statewide contractor will be held legally and fiscally responsible for the contract related activities of local sub-contractors. The work of local sub-contractors under this project should be planned to avoid duplication of food program outreach efforts supported by other funds or agencies, particularly SNAP (Food Stamp) outreach efforts conducted by the applicant or other organizations and funded by OTDA and/or USDA.

D. Conduct Allowable Outreach Activities

Outreach activities conducted by either the statewide contractor or the local sub-contractors should include the following:

- Identification of barriers to participation in food assistance programs including the unavailability of such programs;
- Provision of information as to program availability, individual, or household eligibility criteria, and application procedure;

- Identification of at-risk populations and eligible individuals who are not participating in food assistance programs;
- Assistance to food program applicants with eligibility requirements, including verification and enrollment;
- Development and dissemination of materials for local and statewide use (all materials related to SNAP (the Food Stamp Program) must be reviewed and approved by the contracting agency before distribution and be available in appropriate languages and communication formats);
- Implementation of training sessions for state and local groups on food program availability, benefits, and eligibility requirements; Training sessions will be conducted in accordance with the guidance provided in attachment 9 “How to Plan Events Everyone Can Attend”;
- Collaboration with state and local level food program administrators to eliminate barriers to program participation; and
- At the client’s request, assistance during the certification process and/or at fair hearings or in other grievance processes. (This type of client advocacy for SNAP (the Food Stamp Program) cannot be supported with any of the state dollars used for the federal match or any of the USDA matching funds but can be supported by the remaining portion of state outreach funds.)

Funding cannot be used to support lobbying efforts at the federal, state or local levels.

E. Evaluate Impact

The statewide contractor will be expected to evaluate the impact of outreach activities on food program participation, both at the state and local levels and to produce a final report acceptable to DOH and OTDA for submission to USDA.

F. Report Program Accomplishments to DOH and OTDA

The statewide contractor will be required to report on a quarterly basis to DOH and OTDA. Reports will be submitted according to the following schedule:

<u>Period Covered</u>	<u>Due Date</u>
July 1 - September 30	October 31
October 1 - December 31	January 31
January 1 - March 31	April 30
April 1 - June 30	August 15

Quarterly reports should include the following: progress on meeting objectives and

completing activities in the contractor's workplan; a summary of progress of sub-contractors in achieving their objectives; summary of identified barriers to food programs and progress on reducing barriers (both at the state and local levels); significant program administrative issues; and a statistical summary of sub-contractor activities. The final report each year will include, in addition to the above, a report on the accomplishments of each sub-contractor in meeting their workplan objectives. The exact format of quarterly and annual reports will be determined jointly by DOH and OTDA.

The statewide contractor will also participate in monthly interagency coordination meetings with DOH and OTDA staff. The purpose of the meetings will be to review the program progress and communicate program issues needing resolution.

G. Contract with DOH

Successful applicants will be required to enter into cost-reimbursement contract with DOH, and abide by all terms included in such contract. A copy of the standard DOH contract is included as Attachment 1.

IV. Administrative Requirements

A. Issuing Agency

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

DOH will negotiate with the successful applicant to develop a contract, and will obtain all required contract signatures. DOH staff will monitor the work of the statewide contractor and will approve the process for selecting local sub-contractors. DOH will approve annual workplans and budgets for the statewide contractor and the sub-contractors for inclusion in the State Plan submitted annually to USDA. Vouchers and reports will be submitted to DOH.

As the matching funds from USDA are for SNAP (Food Stamp Program) outreach, OTDA plays an important role in this program. The content of any informational materials related to Statewide SNAP promotion must be approved by OTDA. OTDA will also review the portion of annual workplans and budgets of the statewide contractor that relate to SNAP outreach. Workplans and budgets will be submitted by OTDA to USDA for approval of allowable outreach activities.

B. Question and Answer Phase:

All substantive questions must be submitted in writing to:

Stephen Onderdonk
Bureau of Nutrition Risk Reduction
Division of Nutrition
Riverview Center
150 Broadway, FL6 West
Albany, New York 12204-2719
sro03@health.state.ny.us
Phone: 518-402-7390
Fax: 518-408-5061

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

Questions of a technical nature can be addressed in writing or via telephone by calling Stephen Onderdonk at 518-402-7390. **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 by the date identified on the cover sheet of this RFA.

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions, *responses to questions raised at the applicant conference, official applicant conference minutes*), please complete and submit a letter of interest (see attachment 3). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing update information.

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

C. Applicant Conference

An Applicant Conference will be held for this project. This conference will be held at the Division of Nutrition, Riverview Center, 150 Broadway, 5FL WEST, Harvest Room, Albany, New York, 12204 on the date and time posted on the cover sheet of this RFA. The Department requests that potential applicants register for this conference by phone or email to Stephen Onderdonk at 518-402-7390 or

sro03@health.state.ny.us to ensure that adequate accommodations be made for the number of prospective attendees. A maximum number of 3 representatives from each prospective applicant will be permitted to attend the applicant conference. Failure to attend the Applicant Conference will not preclude the submission of an application. Deadline for reservations is posted on the cover page of this RFA.

D. How to File an Application

Applications **must be received by the Division of Nutrition at the following address by 5:00pm on November 16, 2009.** Late applications will be returned, unopened, to the applicant.

Patricia Race M.Ed., RD
Bureau of Nutrition Risk Reduction
Division of Nutrition
Riverview Center
150 Broadway, FL6 WEST
Albany, NY 12204-2719
Telephone: 518-402-7333

Applicants must submit **two signed originals and four (4) copies.** Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications will not be accepted via fax or e-mail.

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

E. The Department of Health Reserves the Right to:

1. Reject any or all applications received in response to this RFA.
2. 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 or cost figures with the concurrence of 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 reserves the right to award grants based on geographic or regional considerations to serve the best interest of the state.

F. Term of Contract

Any contract resulting from this RFA will be effective only upon approval by the New York Office of the State Comptroller. It is expected that contracts resulting from this RFA will start July 1, 2010. The contract will be in effect for up to 5 years from July 1, 2010 to June 30, 2015. Within this time period there will be 4 contract renewal periods from July 1 to June 30. Each contract period requires submission of renewal documents, which includes an annual work plan and an annual budget for review and approval.

G. Payment and 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 of the total annual award.
2. The grant contractor will be required to submit monthly invoices and required reports of expenditures to the State's designated payment office. Address to be provided after awards are made. 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. Contractor will be reimbursed for actual expenses incurred as allowed in the Contract Budget and Work plan.
3. The grant contractor will be required to submit the following periodic reports:
 - Quarterly Reports using data reporting format to be provided.

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

Contractor shall submit invoices to the State's designated contract manager:

Stephen Onderdonk
Bureau of Nutrition Risk Reduction
Division of Nutrition
Riverview Center
150 Broadway, FL6 WEST
Albany, NY 12204-2719

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 are detailed in Appendix C or the contract. In summary, vouchers are submitted

monthly within 45 days of the reimbursement period. Payments will not exceed actual disbursements for approved budgeted line items.

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 Office of the State Comptroller (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 7).

I. General Specifications

1. By signing the Application Form, each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State, all qualifications, licenses, and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses, and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA. If this applicant does not accept a certain condition or term, this must be clearly noted in a cover letter to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
 - a. The services to be performed by the applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b. In the event that the applicant, through any cause, fails to perform any of the terms, covenants, or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have

the right to terminate the contract by giving notice in writing of the fact and date of such termination to the applicant.

- c. If, in the judgement 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 judgement 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 contracts resulting from this Request for Application.

APPENDIX A - Standard Clauses for All New York State contracts

APPENDIX A-1 - Agency Specific Clauses

APPENDIX B - Budget

APPENDIX C - Payment and Reporting Schedule

APPENDIX D - Workplan

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

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

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

- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR
GSI-105.2 -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

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

NOTE: Do not include the Workers' Compensation and Disability Benefits forms with your application.

These documents will be requested as a part of the contracting process should you receive an award.

V. Completing the Application

A. Application Content

1. Cover Page

The cover page **should be completed and signed and** include the following information:

1. Title of project
2. Name of applicant organization
3. Address, telephone number, fax number, e-mail address (if available)
4. Type of organization
5. Project director's name, title, address, and telephone number
6. Person authorized to sign the contract for the applicant organization, including name, title, address, and telephone number
7. Federal Employer Identification Number (submit documentation)
8. Charity Registration Number (submit documentation)
9. Total amount of funds requested
10. Original signature(s) of the project director and the individual authorized to enter into contractual agreements by the applicant organization
11. List of relevant grants, awards, or other funding sources currently administered by the applicant organization

2. Background and Relevant Experience of Applicant

Describe the relevant experience of the applicant organization in the following areas. Whenever possible, describe outcome activities.

1. Experience in statewide administration, advocacy, or coordination of food assistance and/or social service programs
2. Conducting food program outreach at the state and/or local level
3. Training on food program eligibility and regulations
4. Managing multiple sub-contractors
5. Collaboration with state and/or local level food program or social service program administrators to increase participation, improve services, etc.

The applicant organization must supply at least three letters of support which include the names, phone numbers and addresses of administrators from food assistance/social service programs or funding sources, who can be contacted for verification of the information supplied in the letter of support.

In addition, applicants responding to this RFA should demonstrate an awareness of how minorities and persons with disabilities have been considered in the development and implementation design. Strategies for access to and participation in the services by minorities and persons with disabilities should be evident in formulating and implementing strategies in all phases of their response to this RFA.

3. Technical Proposal

- **Background:** Briefly describe food program participation rates (WIC, SNAP (Food Stamps), CACFP, School Meals, etc.), major modifiable barriers to food program participation, and appropriate kinds of activities to reduce barriers and increase participation. Describe your rationale for prioritizing food assistance programs to focus on in this project.
- **Goals and Objectives:** State overall project goals and measurable food program related objectives (such as increasing participation, increasing number of sponsors, etc.)
- **High Need Areas:** Describe proposed methodology for identifying high need areas.
- **Selecting Sub-Contractors:** Describe proposed method for selecting sub-contractors. Specify how information about areas of high need will be used and how DOH and OTDA will be involved in the selection process.
- **Activities of Sub-Contractors:** Describe the types of local outreach

activities the sub-contractors will be expected to conduct. Describe the process for negotiating annual workplans and budgets with sub-contractors.

- **Sub-Contract Management:** Describe how sub-contractors will be managed including: how applicant will monitor and evaluate the work performance of sub-contractors; how the amount of effort and funds devoted to Food Stamp outreach will be distinguished from outreach efforts for other food programs; reporting requirements of sub-contractors; and reasons and procedures for terminating a sub-contract.
- **Statewide Activities:** Describe any proposed regional or statewide food program outreach activities, such as statewide training, production of materials, media efforts, etc. In doing so, discuss how training and outreach will be designed and conducted to incorporate the needs of racial and ethnic groups and persons with disabilities. Discuss the target audience, expected levels of participation or exposure of the target audience, and how the impact on the target audience will be evaluated. Applicant should describe process of review of outreach materials by OTDA and the applicant agency.
- **Evaluation and Reporting:** Describe how the impact of the program will be measured; specifically discuss methods for measuring accomplishment of objectives. Ensure measures are structured to capture impact among diverse, high-risk populations, and the extent to which efforts successfully reached such individuals.
- **Staffing:** Describe all new or existing staff positions of the contractor (either part-time or full-time) that will be funded by this contract. Include resumes of existing staff that will be working on this project. Describe the methodology and documentation that will be used to allocate staff time to SNAP (Food Stamp) outreach activities and outreach activities for other food programs. If staff will be funded from multiple funding sources, describe the methodology and the documentation that will be used to allocate staff time to this project. It's expected that at least one staff member will be experienced in SNAP.
- **Fiscal Management:** Describe the fiscal system (either existing or to be established) that will be necessary to carry out the work of this project. Include a description of the following: procedures for reimbursing sub-contractors for allowable expenditures; methodology and documentation that will be used to allocate expenditures of the contractor and sub-contractors to SNAP outreach and to outreach for other food programs; (if applicable), methodology and documentation that will be used to allocate expenditures of the contractor and sub-contractors to other funding sources when resources (such as space, telephones, etc.) are covered by more than one funding source. The

contractor must adhere to OMB Circulars A-87 (as applicable) and A-122.

4. Work Plan and Timeline

Provide a timeline indicating major activities and scheduled completion dates for the following two time periods:

For the period July 1 – December 31, 2010: Major activities should include (but not be limited to) hiring and training of staff, establishing fiscal systems, selecting sub-contractors (including review and approval by DOH and OTDA), and negotiating contracts, workplans and budgets with sub-contractors. Sub-contracts must be in place by January 1, 2011.

For the period of January 1, 2011 – June 30, 2011: Major activities should include (but not be limited to) monitoring sub-contractors, training sub-contractors, implementation of any proposed statewide activities, such as materials development, submission of reports to DOH, and preparation of workplan and budget for the following contract year.

5. Evaluation Plan

Organizations should describe their capacity to conduct program evaluation and participate in NYSDOH evaluation and reporting requirements. Applicants should describe how they will set goals and objectives for subcontractors and monitor progress including methods for establishing formulas for Food Stamp outreach and follow up.

6. Budget and Justification

Using the attached form as a sample, submit a budget with justification for July 1, 2010 – June 30, 2011 (assume an award amount of \$3.3 million for budget preparation purposes, although the actual award amount may vary). Complete the attached budget form. All costs must be related to the provision of Nutrition Outreach and Education Services RFA, as well as be consistent with the scope of services, reasonable, and cost effective. Justification for each cost should be submitted in narrative form. For all existing staff, the Budget Justification must delineate how the percentage of time devoted to this initiative has been determined. **THIS FUNDING MAY ONLY BE USED TO EXPAND EXISTING ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RFA. THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING STAFF ACTIVITIES.**

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.

The budget must be broken down by expenses anticipated for SNAP (Food Stamp) outreach, and those for outreach for other food programs. The SNAP

portion of the total budget for that period should be at least 70% of the total budget. Administrative costs of the contractor should not exceed 20% of the total. If staff are funded by more than one funding source, describe in the budget justification how much of each staff position will be devoted to this project.

B. Application Format

ALL APPLICATIONS SHOULD CONFIRM TO THE FORMAT PRESCRIBED BELOW. UP TO 5 POINTS WILL BE DEDUCTED FROM APPLICATIONS WHICH DEVIATE FROM THE PRESCRIBED FORMAT.

Applications should not exceed 15 double-spaced typed pages (not including the cover page, budget, and attachments) using Times New Roman size 12 font. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

- | | |
|-------------------------------------|--|
| 1. Cover Page | (1 page)
(maximum score: 0 points) |
| 2. Relevant Experience of Applicant | (4 pages or less)
(maximum score: 25 points) |
| 3. Technical Proposal | (10 pages or less)
(maximum score: 50 points) |
| 4. Work plan and Timeline | (2 pages)
(maximum score: 5 points) |
| 5. Budget and Justification | (no page limit)
(maximum score: 20 points) |

C. Review Process

A review panel comprised of DOH and OTDA staff will evaluate proposals. It is the intention of the NYSDOH to fund one contract, for approximately \$3.3 million per year for 5 years, for the provision of services throughout New York State. Applicants will be ranked using a standard score sheet. The highest scoring applicant will be selected and funded for a maximum of \$3.3 million per year for up to three years. Following the award of grants from this RFA, applicants may request a debriefing from the NYS DOH Division of Nutrition no later than three months from the date of the award announcement. This debriefing will be limited to the positive and negative aspects of the subject application.

Scores are based on the following:

1. Cover Page

- The cover page is required and should provide all the information needed to process the application (listed in section V-A).

2. Relevant Experience of the Applicant

- The applicant exhibits considerable statewide experience with outreach for food/social service programs, familiarity with food program eligibility requirements, and barriers to participation.
- Applicant has successfully managed multiple sub-contracts, and shows evidence of having worked collaboratively with food/social service program administrators to eliminate barriers to service.
- References indicate that the applicant organization performs in a responsible manner.

3. Technical Proposal

- Applicant has provided a clear justifiable rationale for establishing priorities among food programs for outreach activities.
- Applicant has described a credible method for determining high need areas.
- Program objectives are clearly specified and are measurable.
- Proposed activities at the state and local levels are likely to reduce barriers and increase food program participation.
- The process for selecting and monitoring sub-contractors is programmatically and fiscally sound.
- Adequate staff time and resources are devoted to providing technical assistance and to monitoring sub-contractors.
- The applicant clearly describes the methods to be used to include minorities and persons with disabilities in the planning, implementation, and delivery of services by the applicant agency and subcontractors.
- The evaluation plan is feasible, and will provide objectives for inclusion of minorities and persons with disabilities information on the achievement of objectives.
- The system for separately assigning costs to SNAP (Food Stamp) outreach and to other food program outreach is clear and feasible.
- The system for assigning non-reimbursable costs (such as lobbying) to other funding sources is clear.

4. Work plan and Timeline

- The timeline lays out the activities to be accomplished in order for sub-contractors to be in place by January 1, 2011.
- The timeline for the period July 1, 2010 through June 30, 2011 is adequate to meet programmatic objectives.
- Applicant has allowed adequate time for the review and approval process.

5. Budget

- The budget is reasonable, appropriate and within the limits specified.
- All costs are itemized and each budget item is fully justified and necessary for the completion of the project.
- Inappropriate and ineligible budget items will be removed prior to establishment of contracts.

VI. Attachments

Attachment 1:	Standard Grant Contract with Appendices
Attachment 2:	Budget Instructions
Attachment 2A:	Summary Budget Form
Attachment 3:	Letter of Interest Format
Attachment 4:	Application Checklist
Attachment 5:	Application Cover Sheet
Attachment 6:	Work Plan Format
Attachment 7:	Vendor Responsibility Attestation
Attachment 8:	Vendor Responsibility Questionnaire
Attachment 9:	“People First” How to Plan Events Everyone Can Attend

ATTACHMENT 1
Standard Grant Contract with Appendices

This is a Sample. **Do not complete** as part of this RFA.

GRANT CONTRACT (STANDARD)

STATE AGENCY (Name and Address): _____	. NYS COMPTROLLER'S NUMBER: _____
	. ORIGINATING AGENCY CODE: _____
CONTRACTOR (Name and Address): _____	. TYPE OF PROGRAM(S) _____ _____ _____
FEDERAL TAX IDENTIFICATION NUMBER: _____	. INITIAL CONTRACT PERIOD _____ FROM: _____ TO: _____
MUNICIPALITY NO. (if applicable): _____	. FUNDING AMOUNT FOR INITIAL PERIOD: _____ MULTI-YEAR TERM (if applicable): FROM: _____ TO: _____
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	

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
_____	APPENDIX A-1	Agency-Specific Clauses (Rev 10/08)
_____	APPENDIX B	Budget
_____	APPENDIX C	Payment and Reporting Schedule
_____	APPENDIX D	Program Workplan
_____	APPENDIX 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 A1.
 - E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal

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

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

II. Payment and Reporting

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

III. Terminations

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

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

IV. Indemnification

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

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-2.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

APPENDIX A-1
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
 - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
 - d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.
- a. LOBBYING CERTIFICATION
 - 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.

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

subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

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

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

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Instructions for Certification

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

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

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

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

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

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

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

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

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

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

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

14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.
16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

1. Payment and Reporting Terms and Conditions

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

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

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

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

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

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

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

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

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

- 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: _____

ATTACHMENT 2

Nutrition Outreach and Education Services – RFA

Budget Instructions

General Instructions

- The budget and budget justification should cover the period from July 1, 2010 to June 30, 2011
- All budget lines should be in whole dollar amounts
- All requested funds must be directly related to the proposed project and justified on a separate form in detail
- Awarded funds may not be used to supplant existing funding sources

Format

- Prepare a budget for the total award for the first year
- Use the Summary Budget Form (Attachment 2A)
- For each item, list the total cost and include a comprehensive justification for each line item in a separate narrative
- The budget format should consist of two sections: 1) Personnel and 2) other than personal services (OTPS)

Budget Justification

- Demonstrate how the proposed expenditures relate to the work plan
- Provide justification and a breakdown for each requested item in the budget
- Provide details for each item including job descriptions, roll of the item in the program objectives, and Work Plan and describe all expenses in detail, including administrative costs

ATTACHMENT 3

Letter of Interest or Letter to Receive RFA Updates and Modifications

Steve Onderdonk
Bureau of Nutrition Risk Reduction
Division of Nutrition
150 Broadway FL6 West
Albany, New York 12204-2719

RE: RFA # _____
RFA Title: Nutrition Outreach and
Education Services

Dear _____:

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

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

ATTACHMENT 4

APPLICATION CHECKLIST

To ensure that your application is properly completed and that all of the required components are included, please check off the items listed.

- 1. _____ Cover Page and Checklist (completed and signed)**
- 2. _____ Background and Experience**
- 3. _____ Technical Proposal**
- 4. _____ Work Plan and Timeline**
- 5. _____ Evaluation Plan**
- 6. _____ Budget and Justification**

ATTACHMENT 5

NUTRITION OUTREACH AND EDUCATION SERVICES REQUEST FOR APPLICATION

Cover sheet format

This cover page must be completed and signed. Failure to do so will result in an automatic failure. Include with the applicant checklist.

Name of Applicant: _____

Address: _____

Telephone: _____ **Fax:** _____

Project Director: _____

Title: _____ **E-mail:** _____

Name of person authorized to enter into a contract with the New York State Department of Health (if different from Project Director):

Signature of individual above authorized to enter into a contract with the New York State Department of Health:

Total Funding Requested: _____

Geographic location of agency: _____

County: _____

Indicate Agency Jurisdiction:

Federal Tax Identification Number: _____

Charities Registration Number: _____

ATTACHMENT 6
NOEP
WORK PLAN FORMAT

Applicant:

Title of Project:

Goal:

Objective:

Work Plan Period:

Activities/Methods To Achieve Objective	Person(s) Responsible for Activities	Date of Completion or On Going Time Frame	Evaluation or Surveillance	Progress Toward Completion	Notes/Memo Other

ATTACHMENT 7

Vendor Responsibility Attestation

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

Choose one:

An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.

A hard copy Vendor Responsibility Questionnaire is included with this application and is dated within the last six months.

A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____

**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: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or 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 questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her 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 the information disclosed in the 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 New York State contracting entities or OSC 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

PEOPLE FIRST

How to Plan Events Everyone Can Attend



Braille

Large
Print

Accessible Print



Assistive Listening Systems

CC

Closed Captioning



Accessibility



Sign Language Interpretation



Information



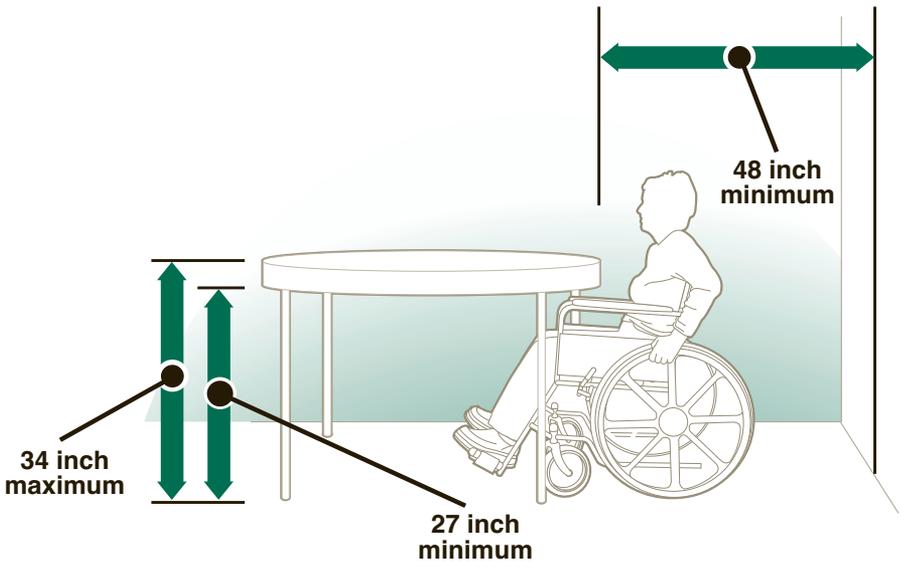
Telephone Typewriter (TTY)



Access To Low Vision

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

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



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

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

Why do public events need to be accessible?

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

What are disabilities?

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

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

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

Who's responsible for the accessible meeting?



Braille



Accessibility



Telephone Typewriter (TTY)



Sign Language Interpretation

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

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

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

How do I plan an accessible meeting?

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

What are the benefits of a written policy?

A policy:

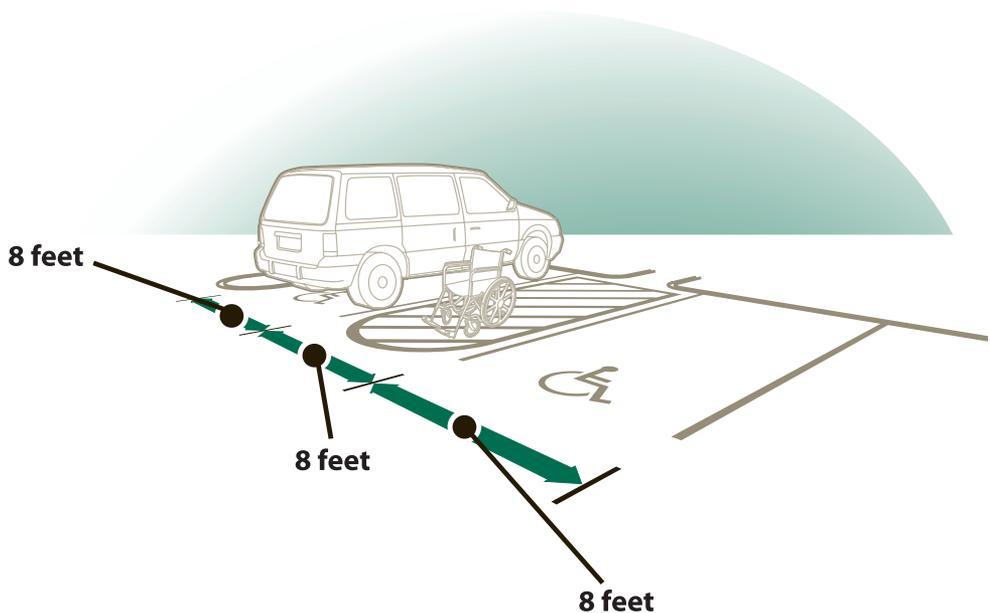
- Shows that your organization welcomes everyone.
- Sets directions for your organization planners.
- Helps your organization be prepared.

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

What does “accessible accommodation” mean?

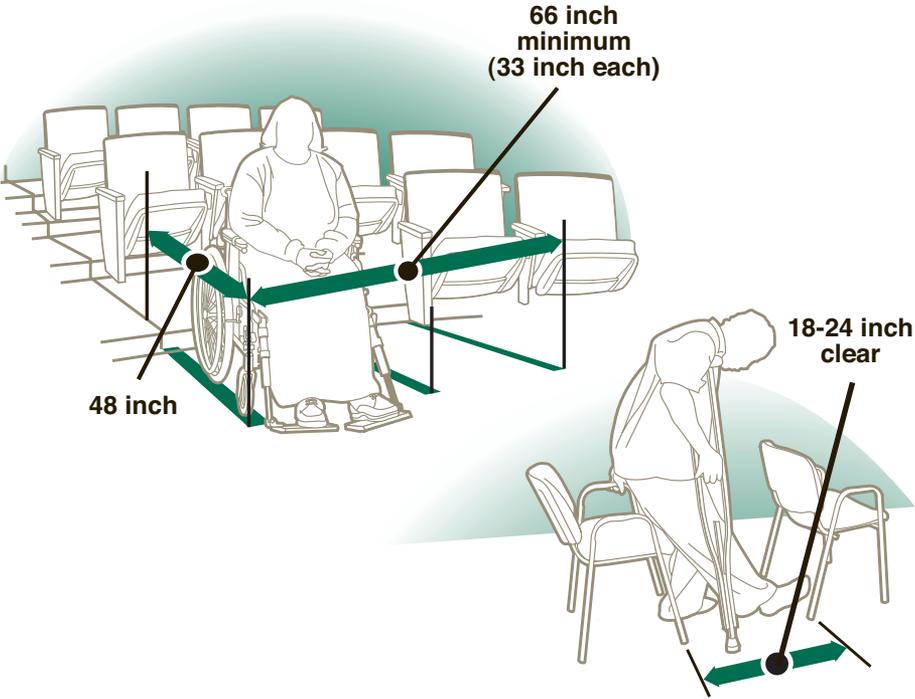
The following examples are from the “Checklist for Readily Achievable Barrier Removal” and the Rehabilitation Engineering and Assistive Technology Society of North America (RESNA) (www.resna.org).

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



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

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



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

Sample registration questions

I will need the following accommodations in order to participate:

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

An assistant will be accompanying me. Yes No

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

Accessible Materials

To ease communication barriers, the presenter can:

- Put conference materials in binders for easy page turning.

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

A Final Note

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

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

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

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

Accommodations Check List:

Parking and Pathways

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

Entrance and Doors

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

Public Areas

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

Public restrooms

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

Meeting rooms

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

Emergency

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

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

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

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

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



**State of New York
Department of Health**