

RFA Number 1003150907

**New York State
Department of Health
Division of Nutrition
Child and Adult Care Food Program**

Request for Applications

Eat Well Play Hard in Child Care Settings

KEY DATES

RFA Release Date: 8/13/2010

Questions Due: 9/1/2010

RFA Updates Posted: 9/15/2010

Applications Due: 9/30/2010

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I. Introduction

A. Description of Project

This project, titled *Eat Well Play Hard in Child Care Settings (EWPHCCS)*, provides nutrition education, obesity prevention and physical activity interventions at licensed child care centers. The project targets Child and Adult Care Food Program (CACFP) child care centers serving Food Stamp Program (FSP) recipients and FSP eligible individuals defined as child care centers in which at least 50% of the enrolled children are eligible for free or reduced price meals. This intervention targets those child care centers with high percentages of FSP participants and families living at or below 130% of the federal poverty level.

Between federal fiscal years (FFY) 2006 and 2010, six qualifying Child Care Resource and Referral (CCR&R) agencies that sponsor CACFP were funded to implement the *EWPHCCS* intervention. Through a competitive Request for Applications (RFA) process, up to ten qualifying CCR&R agencies that sponsor CACFP will receive up to \$100,000 each (based on reimbursement of actual expenditures) to implement nutrition education, obesity prevention and physical activity interventions. Each of the ten qualifying CACFP sponsors will implement the intervention in at least 15 individual sites during the contract year. The United States Department of Agriculture (USDA) requires that funds for this intervention target centers in which at least 50% of the enrolled children are eligible for free or reduced price meals. The above mentioned intervention will be conducted by Registered Dietitians (RDs) hired or contracted by the CACFP sponsor (contractor). It is the intention of the Department of Health (DOH) to enter into one-year contracts beginning October 1, 2011, through September 30, 2012, with up to ten qualifying CACFP sponsoring organizations. Depending upon contractor performance and the availability of funding, these contracts may be renewed for four additional one-year terms.

CACFP will train contractor staff, including the RDs, at a three-day training program to be held in Albany, NY in October 2011. The purpose of this training will be to educate the RDs and their colleagues on the *EWPHCCS* curriculum and to review materials available to assist in its implementation. The work plan, budget, reporting and evaluation requirements will also be discussed.

In addition, CACFP will provide technical assistance and feedback to the RDs during two or more on-site visits to each contractor project during the contract year. Quarterly conference calls and biannual face-to-face meetings with contractor staff will also be scheduled.

B. Background/Intent

The New York State Department of Health (NYS DOH), Division of Nutrition (DON), CACFP is a nutrition and meal reimbursement program for day care homes, day care centers and after school programs. To ensure that this intervention reaches children who

are at the greatest risk for childhood obesity, lack of physical activity and poor nutritional habits, the intervention will be implemented in child care centers in which at least 50% of enrolled children are eligible for free or reduced price meals. Attachment 8 contains a list of eligible child care centers in New York State. Of those centers identified, centers with the highest population of FSP participants and families living at or below 130% of the federal poverty level will be targeted.

C. Problem/Issue Resolution Sought

Obesity among adults and children is an epidemic in the United States and in New York State (NYS). For this reason, obesity prevention has become a major public health priority in NYS. The NYS DOH has developed a Strategic Plan for Overweight and Obesity Prevention. One of the goals of this plan is to improve food and nutrition practices in child care settings. One avenue NYS can utilize to accomplish this goal is through CACFP, since it serves low-income child care centers in the State. More than 60% of preschool children are cared for outside the home, and the preschool years are a critical time for determining and establishing lifetime healthy habits. Many children receive the majority of their daily dietary intake while attending childcare. EWPCCS is a multi-level obesity prevention initiative in which preschool children enrolled in child care centers, their families and child care center staff receive classes that empower them to improve their dietary and physical activity choices.

II. Who May Apply

A. Minimum Eligibility Requirements

- Only CCR&R agencies which are funded by the Office of Children and Family Services (OCFS) may apply.
- Eligible CCR&R agencies must participate in CACFP.

To ensure that the contractors have the necessary resources and abilities to implement this intervention, contractors will be limited to CCR&R agencies. CCR&R agencies are defined in title 5-B, section 410-p of New York State Social Services Law as not-for-profit corporations or local government entities that provide child care resource and referral services to a defined service area. CCR&R agencies receive OCFS funding to provide these services. Resource and referral services provide information on child care options to parents, refer parents to child care providers, inform parents of financial assistance and tax credits, provide child care referrals to parents of children with handicaps, maintain resource files of parents looking for child care, and publicize child care services in their service area. In addition, CCR&R agencies direct services to expand the number of child care providers located in their geographic region by providing information on licensing, registration and available funding sources. CCR&R agencies also assure access to CACFP and conduct outreach to employers to encourage their support of child care resources and referral services.

As evidenced by the definition of CCR&R agencies, they currently fulfill a role that facilitates the implementation of this intervention. CCR&R agencies currently have contact with and provide resources to child care centers in their service areas.

CCR&R agencies may apply independently or as coalitions with other surrounding eligible agencies (CCR&Rs participating in CACFP). CCR&Rs might choose to form coalitions to identify at least 15 centers where at least 50% of enrolled children are eligible for free or reduced price meals. By applying as a coalition, the applicant would have a larger pool of eligible 50% free/reduced centers from which to identify centers serving the highest population of FSP recipients with incomes at or below 130% of the federal poverty level. If submitting an application on behalf of a coalition, include a letter of agreement signed by an authorized signatory of each partnering CCR&R with the application. In the letter of agreement, indicate which additional counties outside of the applicant/lead CCR&R's service area will be reached with *EWPHCCS*. The application cover sheet should be signed by an authorized signatory of the lead CCR&R.

CCR&R agencies may apply to implement more than one project by submitting multiple applications. However, each application will be scored separately. Whether applying independently or as a coalition of CCR&Rs, the overall budget awarded for each project will not exceed the maximum of \$100,000. **If a CC&R agency or coalition is awarded multiple grants, a single contract will be executed.**

Points will be deducted for applications with budgets that exceed \$100,000.

B. Preferred Eligibility Requirements

Preference will be given to those applicants who demonstrate a high need in their defined service area. High need is defined by the county obesity rate, the number of 50% or more free/reduced price meal centers and the number of children to be targeted for *EWPHCCS* implementation within the applicant's service area.

III. Project Narrative/Work Plan Outcomes

A. Expectations of the Project

1. Pre-Implementation Phase of Intervention

In view of how critical center involvement is to program success, the RD will contact eligible centers and ascertain center interest and support. The center must: 1) be willing to take an active role in marketing the parent classes; 2) have an appropriate space in which to hold parent classes and 3) be willing to complete demographic information for each child (age, ethnicity, race and gender) in order to be eligible for the intervention.

One model for scheduling classes entails establishing five 10-week blocks of time in the project year and implementing classes in three centers during each block of time. This model enables the RD to implement *EWPHCCS* in 15 centers within the project year. The applicant may use this scheduling model or design their own individualized model as long as 15 centers receive the full implementation during the contract year.

The RD will distribute a center Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) pre-assessment tool to each participating center; instruct the center director how to fill it out and then collect the completed tool prior to the first class.

The RD will conduct a minimum of one marketing session for staff prior to the start of classes in each center to promote program understanding and clarify expectations of the center staff. The RD will also meet with the classroom teachers to schedule child classes and prepare child enrollment/attendance forms.

The RD will conduct a minimum of one marketing session for parents prior to the start of classes in each center to explain the program and elicit feedback regarding the best dates, times and topics for parent classes.

2. Implementation Phase of Intervention

Pre-survey

The contractor will distribute parent pre-surveys and enrollment forms. On the parent pre-survey, parents will report nutrition and physical activity beliefs and behaviors prior to the implementation of *EWPHCCS* classes. Parents will report their age, ethnicity, race and gender on the enrollment forms. The contractor will collect completed parent pre-surveys and enrollment forms and transfer the demographic information from the enrollment forms to the parental attendance forms.

Preschool Children Classes

The RD will conduct a minimum of six classes for preschool children on nutrition and physical activity in each of the 15 child care centers (90 visits). The classes for children will include an in-the-classroom component and a take-home activity that reinforces the message. It is anticipated that each child class will last 20-30 minutes and be completed in up to four classrooms in each center. The RD will maintain child enrollment and attendance forms for all child classes.

Caregiver Classes

The RD will conduct a minimum of six companion nutrition and physical activity classes for the parents/caregivers of the preschool children in each of the 15 child care centers (90 visits). It is anticipated that each parent/caregiver class will last 30-60 minutes. The RD will maintain parent/caregiver attendance forms for all parent classes.

To increase parent access to the classes, class times can be staggered. For example, one session could be held at 3:30 pm and another at 4:30 pm or at other times that are convenient to parents. Classes may also be scheduled during the center's monthly parent meeting or during a special event at the center to further respond to the unique characteristics of each child care center and the needs of the parents.

All of the lessons will include an overview of the importance of a healthy lifestyle, a discussion of ways to incorporate nutrition and physical activity changes without spending more money, and safe food handling. In addition, food demonstrations and sampling will be part of each lesson, and parents will be given incentives that reinforce the class messages.

After completing all six parent classes, the contractor will distribute parent post-surveys. On the parent post-survey, parents will report nutrition and physical activity beliefs and behaviors. The contractor will collect the completed parent post-surveys.

Child Care Center Staff Classes

The contractor will distribute staff enrollment forms. Staff will report their age, ethnicity, race, gender and food stamp eligibility on the enrollment forms. The RDs will transfer the demographic information from the enrollment forms to the staff attendance forms.

The RD will conduct at least two classes for child care center staff, individualized to best meet each center's needs. These staff classes may be conducted on other child/parent class days to reduce the number of site visits. The RD will maintain staff attendance forms for all staff classes.

Post-assessment

After completing six child, six parent and two staff classes at the center, the contractor will give a NAP SACC post-assessment tool to each participating center director and collect the tool after it has been completed.

The contractor will maintain child, parent and staff class information in a *EWPHCCS* database. This information will include the following class information: date, topic, location, activities utilized, recipes demonstrated, handouts provided and incentives distributed.

3. Post-Implementation Phase of Intervention

The contractor will submit the following to CACFP on a monthly basis:

- a. database containing class information
- b. RD calendar outlining all activities planned for the following month

The contractor will submit the following to CACFP within two weeks of completion of implementation in each center:

- a. Completed parent pre- and post-intervention surveys
- b. Completed center pre- and post-intervention tools (NAP SACC)
- c. Completed child enrollment/attendance forms, parent/caregiver attendance forms and staff attendance forms

4. Benefits for Contractor

- a. Up to \$100,000 (based on reimbursement of actual expenditures) to implement *EWPHCCS* in 15 child care centers per contract year.
- b. Master copy of the *EWPHCCS* Curriculum, NAP SACC tool and classes, and *EWPHCCS* Staff Curriculum. The RD will select six classes for preschool children and parents and two classes for staff from these curricula. The *EWPHCCS* Curriculum contains ten classes for preschool children and 10 corresponding classes for parents. NAP SACC consists of five classes for child care center staff. The *EWPHCCS* Staff Curriculum contains 10 classes for child care center staff.
- c. Companion child lesson plans and activities for the RD to give to the child care center teachers. The teachers may implement these additional classes with the children to reinforce the objectives of the RD-led child classes.
- d. Electronic copies of all required handouts and forms.
- e. An RD tool kit containing the equipment and resources needed to implement class activities.
- f. A three-day CACFP sponsored training in Albany, NY for contractor staff and the RDs.
- g. A minimum of two on-site technical assistance visits from CACFP staff per contract year.

5. Expectations of Contractors

- a. The contractor will hire or contract with a RD. At a minimum, the RD must be currently certified with the Commission on Dietetic Registration and must have experience providing nutrition education to children and adults. Preferred qualifications include a Master's Degree in Nutrition, Public Health, or a related field and experience working in a child care setting.
- b. Contractor staff and RDs will attend a three-day training program in Albany, NY.
- c. The RD will participate in quarterly conference calls and biannual face-to-face meetings with RDs from other contractor organizations and CACFP staff.
- d. The RD will select 15 centers for *EWPHCCS* implementation in the following manner:

- i. CACFP will provide a list of centers in which at least 50% of the enrolled children are eligible for free or reduced price meals.
 - ii. The RD will contact centers from this list to determine their interest in receiving *EWPHCCS* implementation and their ability and willingness to support the program. A center must: 1) be willing to take an active role in marketing parent classes; 2) have appropriate space to conduct parent classes and 3) be willing to provide the required demographic information for the children (age, ethnicity, race and gender).
 - iii. When the RD has determined which centers should receive *EWPHCCS*, the contractor will submit this list to CACFP for approval.
- e. The RD will contact the approved child care centers and *arrange* appointments to meet with the center directors to explain the NAP SACC pre-assessment tool and review expectations of center staff. At this time, the RD will also meet with the classroom teachers to schedule the six child classes and obtain demographic information (age, ethnicity, race and gender) for each child.
 - f. The contractor will make color copies of class and marketing handouts and parent pre- and post-intervention surveys.
 - g. The RD will conduct a minimum of one parent and one staff marketing session in each center prior to the delivery of *EWPHCCS* classes. At the parent marketing session, the RD will meet parents and elicit information from them regarding the best days, times and topics for classes. At the staff marketing session the RD will explain the program and discuss expectations of center staff.
 - h. The RD will conduct a minimum of six nutrition/physical activity classes for children in each center and maintain child enrollment/attendance forms at each of the fifteen centers. Child classes normally last 20-30 minutes and are completed in up to four classrooms at each center. Ideally each six class series should occur in a time frame no less than six weeks and no more than ten weeks.
 - i. The RD will conduct a minimum of six companion nutrition/physical activity classes in each center for parents and maintain parent/caregiver attendance forms at each of the fifteen centers. Parent classes normally last 30-60 minutes and ideally each six class series should occur in a time frame no less than six weeks and no more than ten weeks.
 - j. The contractor will distribute and collect parent/caregiver enrollment forms. The RD will maintain parent/caregiver attendance forms for all parent classes at each of the 15 centers.
 - k. The RD will conduct two center specific staff classes in each center. The contractor will distribute and collect staff enrollment forms. The RD will maintain staff attendance forms for all staff classes at each of the 15 centers.
 - l. The contractor will enter the date, topic, location, activities, recipes, handouts and incentives for each class into the *EWPHCCS* database.

- m. The RD will distribute a center pre- intervention evaluation tool to each center director and collect it after completion.
- n. The contractor will distribute a post-intervention evaluation tool to each center director and collect it after completion.
- o. The contractor will distribute pre- and post-intervention surveys to parents at each center and collect them after completion.
- p. The contractor will submit the following to CACFP monthly:
 - *EWPHCCS* database containing class information
 - RD calendar outlining all planned activities for the following month
- q. The contractor will submit the following to CACFP within 2 weeks of completion of implementation in each center:
 - Completed parent pre- and post-intervention surveys
 - Completed center pre- and post-intervention tools
 - Completed child enrollment/attendance forms, parent/caregiver attendance forms and staff attendance forms

B. Problems/Issues to be Solved through this RFA

This RFA seeks to prevent childhood obesity and reduce long term chronic disease risk by teaching low-income preschool children, their families and child care center staff to improve their dietary and physical activity choices.

After completing the nutrition education and physical activity lessons, families will:

Objective 1 – Increase consumption of vegetables and fruits.

Objective 2 - Increase consumption of low-fat or fat-free milk and dairy products for children age two and older.

Objective 3 – Increase developmentally appropriate physical activity.

After staff completes the nutrition education and physical activity classes, the child care center will:

Objective 4 – Improve the nutrition and physical activity practices at the center.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the New York State Department of Health (NYS DOH), Division of Nutrition (DON), Child and Adult Care Food Programs (CACFP) with funding provided by the United States Department of Agriculture (USDA) and New York State. The New York State Department of Health is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase

All substantive questions must be submitted in writing or email to:

Connie Stephano, RD
Public Health Nutritionist 2
New York State Department of Health
Division of Nutrition
Child and Adult Care Food Program
150 Broadway, FL 6 West
Albany, NY 12204-2719
css01@health.state.ny.us

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

Questions of a technical nature can be addressed in writing, via email or via telephone by calling Connie Stephano at 518-402-7400, extension 27248. **Questions are of a technical nature if they are limited to how to prepare your application (e.g., formatting) rather than relating to the substance of the application.**

Prospective applicants should note that all clarification and exceptions, including those relating to the terms and conditions of the contract, are to be raised prior to the submission of an application.

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

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

Submission of a Letter of Interest is encouraged, but it is not a requirement for submitting an application.

C. Applicant Conference

An applicant conference will not be held for this project.

D. How to file an application

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

Carla Czarnecki
Agency Program Aide
New York State Department of Health
Division of Nutrition
Child and Adult Care Food Program
150 Broadway, FL 6 West
Albany, NY 12204-2719

Applicants shall submit two original signed applications and three copies. The envelope containing the application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications will not be accepted via fax or e-mail.

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

E. The Department of Health Reserves the Right to

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at the Department of Health's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.
6. Use application information obtained through site visits, management interviews and the State's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the Department of Health's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.

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

F. Term of Contract

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

It is expected that contracts resulting from this RFA will be for a period of one year, beginning October 1, 2011 and ending September 30, 2012, with the option for four additional one-year renewals, depending on contractor performance and availability of funding. New work plans and budgets will be established annually.

G. Payment Methods & Reporting Requirements of Grant Awardees

1. The State (NYS DOH) 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 contractor will be required to submit monthly invoices and required reports of expenditures to the State's designated payment office:

Dwight LaDu
Director, Resource Management and Operations Unit
New York State Department of Health
Division of Nutrition
Child and Adult Care Food Program
150 Broadway, FL 6 West
Albany, NY 12204-2719

Contractors shall provide complete and accurate billing vouchers to the State's designated payment office in order to receive payment. Billing vouchers submitted to the State must contain all information and supporting documentation required by the Contract, the Department of Health and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Payment of such invoices by the State (NYS DOH) shall be made in accordance with Article XI-A of the New York State Finance Law. The contractor will be reimbursed for actual expenses incurred as allowed in the annual contract budget and work plan.

3. The contractor will be required to submit the following periodic reports:
 - Verification of the credentials of the RD upon hiring,
 - *EWPHCCS* database containing class information monthly,
 - RD calendar outlining all planned *EWPHCCS* activities monthly,
 - Completed parent pre- and post-intervention surveys within two weeks of implementation completion,
 - Completed center pre- and post-intervention tools within two weeks of implementation completion,
 - Child enrollment/attendance, parent/caregiver attendance and staff attendance data within two weeks of implementation completion.

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

H. Vendor Responsibility Questionnaire

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

I. General Specifications

1. By signing the "Application Form", each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department of Health during the Question and Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
 - a. The services to be performed by the applicant shall be at all times subject to the direction and control of the Department of Health as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b. In the event that the applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department of Health acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the applicant.

- c. If, in the judgment of the Department of Health, the applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department of Health acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

J. Appendices included in DOH Grant Contracts

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

APPENDIX A – Standard Clauses for All New York State Contracts

APPENDIX A-1 – Agency Specific Clauses

APPENDIX B – Budget

APPENDIX C – Payment and Reporting Schedule

APPENDIX D – Work plan

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

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

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

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

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

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

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

APPENDIX G – Notices

V. Completing the Application

A. Application Content

The following guidelines identify documentation to be included in the application. It is advisable, that the applicant complete the application checklist (Attachment 3) to ensure that all of the application components are submitted.

CCR&R agencies may apply to implement more than one project by submitting separate applications for each project proposed. Each application will be scored separately. If a CC&R agency or coalition is awarded multiple projects, a single contract will be executed.

1. Include the following information on the Application Cover Sheet (Attachment 4)
 - a. Name of applicant organization
 - b. CACFP agreement number
 - c. Organization address, telephone and fax number
 - d. Project director (party responsible for all aspects of the program) name and title
 - e. Project director signature
 - f. Project director e-mail address
 - g. Name and title of person authorized to enter into a contract with the NYS DOH (if different from project director)
 - h. Signature of person authorized to enter into a contract with NYS DOH

- i. Total funding requested (October 1, 2011 through September 30, 2012)
- j. County or counties served by applicant organization
- k. Federal Tax Identification Number
- l. Charities Registration Number
- m. CCR&Rs in coalition with applicant/lead CCR&R (if applicable)
- n. Partner CCR&R counties to receive *EWPHCCS* (if applicable)

Please note: If you are applying as a coalition, include a letter of agreement signed by an authorized signatory of each partnering CCR&R with your application. In the letter of agreement, indicate which additional counties will be reached with *EWPHCCS* outside of the applicant/lead CCR&R's service area. The cover sheet should be signed by an authorized signatory of the lead CCR&R. The cover sheet and letter of agreement (if applicable) are required for award and should be submitted with your application. If the cover sheet and letter of agreement (if applicable) are not submitted with your application by the due date and time stated of the front page of this RFA, you will be given five business days to fax or email the missing document(s). You will be notified by certified mail, return receipt requested, that failure to submit the missing document(s) within the required timeframe will result in disqualification of your RFA.

2. Statement of Need (1-2 pages):

- a. Using Attachment 9, indicate the county obesity rate(s) for children less than 5 years of age in your service area.
- b. Using Attachment 8, calculate the number of eligible child care centers in your service area. For example, if your service area covers counties X, Y and Z and there are 10 eligible centers in county X, 15 in county Y and 20 in county Z, the number of eligible centers in your service area is 45 ($10 + 15 + 20 = 45$).
- c. List the fifteen centers you will target for *EWPHCCS* and the estimated number of low-income children in each of the selected centers. It is best to target centers with the highest number of low-income children. Calculate the number of low-income children at each center by multiplying the Average Daily Attendance (ADA) by the percentage of free/reduced price meals (% F/R). The ADA and % F/R data are available in Attachment 8. For example, if the ADA at center ABC Daycare is 50, and the % F/R at center ABC Daycare is 60, the number of low income-children in ABC Daycare is 30 ($50 \times 0.60 = 30$). If other factors are considered in selecting centers, please explain.

3. Program Activities/Work Plan (2-4 pages)

- a. In narrative format (1 page) detail the steps you will take to hire an RD with the necessary credentials and experience. The RD must be currently certified with the Commission on Dietetic Registration and must have experience providing nutrition education to children and adults. Preferred qualifications include a

Master's Degree in Nutrition, Public Health, or a related field and experience working in a child care setting.

- b. Review the expectations of the project outlined in Section III A. of this RFA and submit a month by month work plan (1-3 pages) for the period of October 1, 2011 through September 30, 2012 that outlines in detail:
 - i. The description of each activity to be completed in each of the fifteen centers; and
 - ii. The dates when each activity will take place

Note: You may utilize the sample work plan format included in Attachment 6 or create your own format. It is essential that you detail how you will ensure that all pre-implementation, implementation and post-implementation activities will be completed in a timely manner in each of the 15 child care centers.

4. Budget Forms (Attachments 5a, 5b, 5c and 5d) are required for award and should be submitted with your application. If the budget forms are not submitted with your application by the due date and time stated of the front page of this RFA, you will be given five business days to fax or email the missing document(s). You will be notified by certified mail, return receipt requested, that failure to submit the missing document(s) within the required timeframe will result in disqualification of your RFA.

- Submit a 12-month budget using Attachment 5a, assuming an October 1, 2011 start date.
- All costs should be related to the provision of *EWPHCCS* and be consistent with the scope of services, reasonable and cost effective.
- Attachment 10 provides examples of allowable and unallowable expenses.
- All unallowable budget items will be removed from the budget. The budget amount requested will be reduced to reflect the removal of the ineligible items.
- Administrative or allocated costs will be limited to a maximum of 12% of the total personal service and fringe benefits plus other than personal service. Administrative or allocated costs in excess of this limit will be removed from the budget and the budget will be reduced accordingly.

Personal Service (PS)

Personal Service: For each funded position, use the Personal Service Budget Work Sheet (Attachment 5b) to list position title, name of incumbent (if available), percent of time to be spent on *EWPHCCS* contract, annual salary, hourly wage, and amount of funding requested under the grant. Calculate the total personal service amount requested under the grant.

Fringe Benefits: List the fringe benefit rate and calculate the fringe benefit cost based on the total personal service line.

Total Personal Service and Fringe Benefits: Add the personal service and fringe benefits requested to obtain Total Personal Service and Fringe Benefits.

Other Than Personal Service (OTPS)

Operating Costs: Use the Operating Costs Work Sheet (Attachment 5c) to outline items covered under this category. Examples include: office supplies, a desk, a computer, cooking equipment needed to conduct classroom activities, copying expenses, postage and color printing expenses. You should anticipate printing 10,000 color copies per project year.

Class Supplies and Incentives: Use this category to request funds to purchase the food and non-food supplies needed to implement the activities that are part of each child and parent class. Examples of non-food supplies include one-time use items such as disposable gloves, construction paper and yarn. In addition, parent and staff incentives provided to those who attend a class should be budgeted on this line. These incentives reinforce nutrition messages and cannot exceed the nominal value of \$4.00 per item. You should anticipate purchasing 1,500 incentives per project year.

Consulting Services: Include any consulting service costs not included in the personal service section that is reasonable and necessary for the implementation of *EWPHCCS*.

Travel: The contractor is required to provide 1 parent and 1 staff marketing session and 6 child, 6 parent and 2 staff classes per center per year. They must also distribute and collect pre- and post-implementation tools at each center. In addition to center visits, budget for the RD to attend one, three-day training and one, two-day training. Both trainings will be held in Albany, NY. Items that fall under travel include mileage paid to employees who use their own vehicles, parking, tolls, the cost of public transportation, bus or train fares, and meals and lodging. Reimbursements will be limited to the state per diem rate which can be found at:
<http://www.osc.state.ny.us/agencies/travel/reimbrate.htm>

Conference Fees and Associated Travel: List the expenses associated with RD participation in conferences that are directly and clearly linked to the provision of quality nutrition education for food stamp recipients. RDs are encouraged to attend the annual one-day Eat Smart New York conference in Albany, NY. Out of state conferences may be requested but are rarely approved.

Subtotal Other Than Personal Service: Add operating costs, class supplies/incentives, consulting services, travel, and conference fees and associated travel to calculate this.

Allocated Expenses: Use the Allocated Expenses Work Sheet (Attachment 5d) to outline items covered under this category. Allocated costs should be fully justified. Examples include property or liability insurance, custodial services, utilities, office

rent, telephone/cell phone/internet and rental of a copier or postage machine and associated service agreements. Reimbursement can only cover the *EWPHCCS* share of these costs as determined by your cost allocation plan. **Allocated expenses will be limited to a maximum of 12% of total personal service and fringe benefits plus subtotal other than personal service.** Allocated costs in excess of this limit will be removed from the budget and the budget will be reduced accordingly.

Total Other Than Personal Service: Add subtotal other than personal service to allocated expenses.

Grand Total Requested: Add total personal service and fringe benefits to total other than personal service. The overall budget request should not exceed \$100,000. **Points will be deducted if the proposed grand total requested for each project exceeds \$100,000.**

5. Budget Justification (2-3 pages)

- Submit a justification in narrative format for each cost outlined in the budget.
- For existing staff, 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.
- Contracts established as a result of this solicitation will be of the cost reimbursement type.
- The State may require that certain components of the work plan and budget be modified prior to contract approval.

B. Application Format

ALL APPLICATIONS SHOULD CONFORM TO THE FORMAT PRESCRIBED BELOW.

Applications should not exceed 9 single-spaced typed pages (not including the cover page, budget and attachments), using a normal font. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

1. Application Cover Sheet	Form Provided	(Yes/No)
2. Statement of Need	1-2 pages	Maximum Score: 30 points
3. Program Activities/Work Plan	2-4 pages	Maximum Score: 50 points
4. Budget	Forms Provided	(Yes/No)
5. Budget Justification	2-3 pages	Maximum Score: 20 points

C. Review & Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYS DOH, DON, CACFP. Applications failing to provide all response requirements and/or failing to follow the prescribed format may be removed from consideration or points may be deducted.

CACFP intends to award up to ten grants to applicants with passing scores. A passing score is defined as 61 or more points. Applications receiving a score of 60 or less will not be considered for funding. Awards will be made based upon rank order from the highest to the lowest application score. CACFP reserves the right to base awards on geographic preference. The intent of CACFP is to award five grants in New York City (NYC) and five grants in counties outside of NYC. This will be accomplished by selecting the five highest scoring applications received from New York City applicants and the five highest scoring applications received from applicants serving counties outside of NYC. If five passing applications are not received from either of the two geographical regions, CACFP reserves the right to fund more than five applications in the other geographical region.

If additional funding becomes available for this initiative, additional monies will be awarded in the same manner outlined in the award process described above to passing applicants that did not receive funding in rank order from highest to lowest score.

Under no circumstances will an award exceed the lesser of the budget amount requested or \$100,000. **All costs should be reasonable and related to market rates. Unallowable and/or unreasonable costs will be removed from budget requests before any grants are awarded.** Examples of unallowable expenses are provided in Attachment 10.

All applicants will be notified by letter on the outcome of their application.

Following the awarding of grants from this RFA, unsuccessful applicants may request a debriefing from the NYS DOH, DON, CACFP no later than three months from the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application. In the event that the unsuccessful applicants wish to protest awards, please follow the procedures established by the New York State Comptroller found at: www.osc.state.ny.us.

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

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: FUNDING AMOUNT FOR INITIAL PERIOD: _____
	.	
MUNICIPALITY NO. (if applicable): _____	.	
	.	
CHARITIES REGISTRATION NUMBER: __ __ - __ __ - __ __ or () EXEMPT: (If EXEMPT, indicate basis for exemption): _____	.	
	.	
CONTRACTOR HAS() HAS NOT() TIMELY FILED WITH THE ATTORNEY GENERAL'S CHARITIES BUREAU ALL REQUIRED PERIODIC OR ANNUAL WRITTEN REPORTS. _____	.	MULTI-YEAR TERM (if applicable): FROM: TO:
	.	
CONTRACTOR IS() IS NOT() A SECTARIAN ENTITY CONTRACTOR IS() IS NOT() A NOT-FOR-PROFIT ORGANIZATION _____	.	

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
_____	APPENDIX A-1	Agency-Specific Clauses (Rev 10/08)
_____	APPENDIX B	Budget
_____	APPENDIX C	Payment and Reporting Schedule
_____	APPENDIX D	Program Workplan
_____	APPENDIX G	Notices
_____	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

OTHER APPENDICES

_____	APPENDIX A-2	Program-Specific Clauses
_____	APPENDIX E-1	Proof of Workers' Compensation Coverage
_____	APPENDIX E-2	Proof of Disability Insurance Coverage
_____	APPENDIX H	Federal Health Insurance Portability and Accountability Act Business Associate Agreement
_____	APPENDIX _____	_____
_____	APPENDIX _____	_____

Date: _____

. Date: _____

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.
 - 1) 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".
 - 2) 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.
 - 3) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - 4) 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.
- 1) *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.*
 - 2) 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:
- 1) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - 2) 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.
 - 3) 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) 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 is 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*

- j) 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.
 - k) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
 7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
 8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
 9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.
12. Other Modifications
- a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
- ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
 - ◆ Appendix C - Section II, Progress and Final Reports;
 - ◆ Appendix D - Program Workplan will require OSC approval.
- b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.
13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for

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

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

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

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

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

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

APPENDIX B

BUDGET
(sample format)

Organization Name: _____

Budget Period: Commencing on: _____ Ending on: _____

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

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

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

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

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

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

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

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

I. Payment and Reporting Terms and Conditions

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

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

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

- ❶ the end of the first monthly/quarterly period of this AGREEMENT; or
- ❷ 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. CONTRACTOR shall provide complete and accurate billing invoices and/or vouchers to the Agency's designated payment office in order to receive payment. Billing invoices and/or vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. CONTRACTOR acknowledges that it will not receive payment on any invoices or vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

- 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.

Appendix G

NOTICES

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

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

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

State of New York Department of Health

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

[Insert Contractor Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

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

**Agency Code 12000
APPENDIX X**

**Agency Code 12000
APPENDIX X**

Contract Number: _____

Contractor: _____

Amendment Number X-_____

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

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

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

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

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

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

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

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

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

This will result in new contract terms of:

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

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: LETTER OF INTEREST FORMAT

Connie Stephano, RD
Public Health Nutritionist 2
New York State Department of Health
Division of Nutrition
Child and Adult Care Food Program
150 Broadway FL 6 West
Albany, NY 12204-2719

Re: RFA # 1003150907
RFA Title: Eat Well Play Hard in Child Care Settings

Dear Ms. Stephano:

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,

Organization Name: _____

CACFP Agreement Number: _____

Date: _____

ATTACHMENT 3: APPLICATION CHECKLIST

To ensure that each application is properly completed and that all of the following components are included, it is recommended that you complete this checklist.

1. _____ Application Cover Sheet (Attachment 4) – completed and signed
2. _____ Statement of Need (1-2 pages)
3. _____ Program Activities/Work Plan (2-4 pages)
4. _____ Budget (Attachments 5a, 5b, 5c and 5d)
5. _____ Budget Justification (2-3 pages)
6. _____ Vendor Responsibility Attestation (Attachment 7)

If you are applying as a coalition include:

7. _____ Letter of Agreement, signed by an authorized signatory of each partnering CCR&R
In the letter indicate, the partner CCR&R service area counties to receive *EWPHCCS*.

Please remember to submit *two* original signed applications and *three* copies of the application.

ATTACHMENT 4: APPLICATION COVER SHEET

Eat Well Play Hard in Child Care Settings

Organization Name: _____ CACFP Agreement #: _____

Address: _____

Telephone: _____ Fax: _____

Project Director Name: _____

Project Director Title: _____ Project Director Signature: _____

Project Director E-mail: _____

Name and title of person authorized to enter into a contract with the NYSDOH (if different from Project Director):

Signature of individual authorized to enter into a contract with NYSDOH:

Total funding requested (not to exceed \$100,000): _____

County or Counties served by Applicant Organization:

Federal Tax Identification Number: _____

Charities Registration Number: _____

Applying as a Coalition with other CCR&R(s)? Yes _____ No _____

If Yes, Complete Chart Below:

Name of Partner CCR&R(s)	Partner CCR&R Counties to Receive <i>EWPHCCS</i>

ATTACHMENT 5A: BUDGET

Eat Well Play Hard in Child Care Settings

Organization Name: _____

Contract Period: October 1, 2011 – September 30, 2012

PERSONAL SERVICE (PS): (from worksheet)

<u>List Name and Positions/Titles</u>	<u>AMOUNT</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

TOTAL PERSONAL SERVICE \$ _____

FRINGE BENEFITS @ _____% \$ _____

A. TOTAL PERSONAL SERVICE AND FRINGE BENEFITS \$ _____

OTHER THAN PERSONAL SERVICE (OTPS): AMOUNT

<u>Operating Costs (from worksheet)</u> _____	\$ _____
<u>Class Supplies and Incentives</u> _____	\$ _____
<u>Consulting Services (specify)</u> _____	\$ _____
<u>Travel</u> _____	\$ _____
<u>Conference Fees and associated travel (specify) *</u> _____	\$ _____

B. SUBTOTAL OTHER THAN PERSONAL SERVICE \$ _____

C. ALLOCATED EXPENSES (from worksheet) \$ _____

**D. TOTAL OTHER THAN PERSONAL SERVICE
AND ALLOCATED EXPENSES** \$ _____

GRAND TOTAL REQUESTED (A+D) \$ _____

*Requires prior approval from CACFP

ATTACHMENT 5B: PERSONAL SERVICE BUDGET WORKSHEET

Instructions:

- (1) Enter the title of the position for which funds are requested.
- (2) Specify the name of the person currently serving in the position. If there is no incumbent, enter "Vacant." For new positions, include a job description and justification for the establishment of the position. Provide job descriptions for all positions funded in full or in part by Eat Well Play Hard in Child Care Settings.
- (3) Enter the percent of time that each position will devote to the Eat Well Play Hard in Child Care Settings grant.
- (4) Enter the amount of funding needed to support the position for twelve (12) months regardless of the funding source. If the salary is expected to increase during the budget period, use two lines to report the old and new salaries.
- (5) Enter the employee's hourly rate of pay.
- (6) Enter the amount of funding requested for the position using grant funding, which is equal to or less than the result of multiplying column (3) times column (4).

Round all amounts to the nearest dollar. If additional space is required, use a photocopy of this form. Transfer all entries in columns (1) (2) and (6) to the Personal Service section of the Budget.

(1) Position Title	(2) Incumbent	(3) % Time Devoted to Grant	(4) Annual Salary	(5) Hourly Wage	(6) Amount Requested
Total Personal Service Amount Requested					\$ _____

ATTACHMENT 5C: OPERATING COSTS WORKSHEET

Keep receipts, invoices or other documentation for all purchases.

Item	Total Amount
Office Supplies	
Furniture (Specify)*	
Computer Equipment/Software (Specify)*	
Class Equipment (Specify)	
Printing/Copying	
Postage	
Other (Specify)*	
TOTAL OPERATING COSTS	

* Requires prior approval from CACFP

ATTACHMENT 5D: ALLOCATED EXPENSES WORKSHEET

Reimbursement can only cover the EWPHCCS share of these costs as determined by your cost allocation plan. Fully justify allocated costs.

Item	Annual Cost Allocated to EWPHCCS
Insurance	
Custodial Service	
Utilities (Electric, Gas, Water)	
Office Rent	
Telephone, Cell Phones and Internet	
Equipment Rental (Specify)	
Other (Specify)*	
**TOTAL ALLOCATED EXPENSES	

* Requires prior approval from CACFP

**Allocated Expenses will be limited to a maximum of 12% of Total Personal Service and Fringe Benefits (A) plus Subtotal Other Than Personal Service (B)

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: _____

**ATTACHMENT 8: ELIGIBLE CHILD CARE CENTERS BY
COUNTY**

ATTACHMENT 9: COUNTY OBESITY RATES FOR CHILDREN UNDER 5 YEARS OF AGE

Source: 2008 Pediatric Nutrition Surveillance

County	Obese ¹ % ≥ 95 th (Rank)
Albany	15.2
Allegany	14.5
Bronx	14.6
Broome	15.9
Cattaraugus	17.5
Cayuga	12.7
Chatauqua	15.0
Chemung	14.5
Chenango	14.4
Clinton	13.0
Columbia	16.9
Cortland	12.5
Delaware	16.0
Dutchess	13.4
Erie	13.1
Essex	15.3
Franklin	12.7
Fulton	15.6
Genesee	15.0
Greene	13.7
Hamilton	15.0
Herkimer	12.9
Jefferson	10.6
Kings	12.3
Lewis	12.4
Livingston	13.9
Madison	15.5
Monroe	13.1
Montgomery	16.6
Nassau	18.0
New York	13.1

¹ Based on 2000 CDC growth chart percentiles for weight for length for children under 2 years of age and BMI-for-age for children 2 years of age and older, > = 95th percent category identifies obese children.

County Obesity Rates for Children Under 5 Years of Age

Source: 2008 Pediatric Nutrition Surveillance

County	Obese ¹ % ≥ 95 th (Rank)
Niagara	11.6
Oneida	13.5
Onondaga	14.9
Ontario	16.3
Orange	10.9
Orleans	16.7
Oswego	15.3
Otsego	15.0
Putnam	18.3
Queens	13.0
Rensselaer	14.9
Richmond	14.7
Rockland	10.1
Saratoga	12.8
Schenectady	15.8
Schoharie	16.5
Schuyler	15.3
Seneca	19.4
St. Lawrence	13.0
Steuben	14.2
Suffolk	17.5
Sullivan	16.2
Tioga	14.2
Tompkins	11.0
Ulster	12.8
Warren	11.8
Washington	17.0
Wayne	16.9
Westchester	17.0
Wyoming	15.1
Yates	17.7

¹ Based on 2000 CDC growth chart percentiles for weight for length for children under 2 years of age and BMI-for-age for children 2 years of age and older, > = 95th percent category identifies obese children.

ATTACHMENT 10: EXAMPLES OF ALLOWABLE AND UNALLOWABLE EXPENSES

ALLOWABLE EXPENSES	UNALLOWABLE EXPENSES
Literature/Materials/Audiovisuals	
<ul style="list-style-type: none"> • The purchase of Food and Nutrition Service (FNS) nutrition education/promotion materials that address Supplemental Nutrition Assistance Program Education (SNAP-Ed) topics and are for use with SNAP eligibles. • The purchase of other nutrition education materials, when no available FNS materials available address SNAP-Ed topics. For use with persons eligible for the SNAP only. • The production of nutrition education materials, for which there <u>is no other existing comparable material</u>. Prior approval is required. 	<ul style="list-style-type: none"> • Costs for any nutrition education materials that have already been charged to another Federal or private program or source. • Any material that endorses or promotes brand name products or retail stores. • Manufacturer’s or store (cents off) coupons. • Any activity intended to influence a store’s pricing policy. • Any activity or material to lobby or influence Federal, State, or local officials to pass or sign legislation or to influence the outcomes of an election, referendum or initiative. • Negative written, visual, or written expressions about specific foods, beverages or commodities.
Equipment	
<ul style="list-style-type: none"> • Office equipment. • Equipment shared with non--SNAP users when cost-shared with those users. • Kitchen appliances only with justification of reasonable and necessary need. • Equipment that exceeds \$500 with prior approval from CACFP 	<ul style="list-style-type: none"> • Medical equipment.
Food Samples, Supplies and Provisions	
<ul style="list-style-type: none"> • Cost of food for recipe/taste testing purposes and cost of kitchen equipment and supplies necessary for food storage, preparation and display of food prepared for demonstration purposes. • Food samples associated with a nutrition education lesson. 	<ul style="list-style-type: none"> • Ongoing snack or food service. • Meal size portions or complete meal service. • Cost of food provided as groceries or supplemental food.
Nutrition Education	
<ul style="list-style-type: none"> • Classroom setting (salaries, space, equipment, materials) for food stamp eligibles on nutrition related topics (e.g., food budgeting, 	<ul style="list-style-type: none"> • Classes that are designed to provide case management or “life skills” training (e.g., classes on English as a second language,

ALLOWABLE EXPENSES	UNALLOWABLE EXPENSES
<p>preparation, safety). The primary purpose of class must be to provide nutrition education.</p> <ul style="list-style-type: none"> • Physical activity demonstrations, promotions, and referrals that includes a nutrition message. • Activities where the primary objectives pertain to allowable nutrition education but brief SNAP outreach messages are also shared with SNAP-Ed participants. 	<p>parenting, child development, crisis management, rental information).</p> <ul style="list-style-type: none"> • Medical nutrition therapy and secondary prevention interventions. • Weight loss classes, individualized meal plans, obesity treatment programs, etc. • Ongoing physical activity and exercise classes, equipment or facilities. • Clinical health screenings (i.e., cholesterol testing, body mass index and blood glucose testing, etc.). • Distribution of nutrition education reinforcement items with a unit cost of over \$4.00.
Space Allocation	
<ul style="list-style-type: none"> • Space allocated between programs in which the plan for the space/cost allocation between programs is documented and the costs are tracked. • Space donated by local school districts, but only the cost of space based on depreciation or use allowance. 	<ul style="list-style-type: none"> • In-kind charges for space that is donated by a private third-party or whose costs are fully funded by another program (e.g., USDA WIC and EFNEP programs) or SNAP, i.e. SNAP county waiting room. • Commercial rental rates cannot be used for government owned space.