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New York State
Department of Health
Center for Community Health / Division of Nutrition /
Child and Adult Care Food Program

Request for Applications

Eat Well Play Hard - Day Care Homes

KEY DATES

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I. Introduction

A. Description of Project

This project, titled Eat Well Play Hard - Day Care Homes (EWPH-DCH), will implement an evidenced-based wellness curriculum developed specifically for day care home (DCH) providers participating in the Child and Adult Care Food Program (CACFP). During the grant period, selected contractors will deliver group training and individualized technical assistance to DCH providers to improve the mealtime environment and promote nutrition and physical activity education in the child care setting. The primary goal of the EWPH-DCH intervention is to improve the nutrition and physical activity environment of the day care home. A secondary goal is to promote positive nutrition and physical activity practices with the children in care and their families. The target population for this intervention is DCH providers participating in CACFP, with an emphasis on low income providers, or providers who are designated as a Tier I provider. Providers are designated Tier I or Tier II, based upon the provider's household income or geographic area in which the DCH is located. This designation is used to determine their meal reimbursement rate. Preference will be given to applicants with 60 percent of the DCH providers selected for the intervention, designated as Tier I.

CACFP, a federally funded entitlement program, reimburses providers for nutritious meals and snacks served to children in child care centers, Head Start centers, after school programs, homeless shelters, and DCHs. CACFP is funded through the United States Department of Agriculture, Food and Nutrition Service (USDA FNS). Funding for this project is provided through a two-year Child Care Wellness Grant awarded to New York by USDA. 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 a one-year contract beginning July 1, 2011 through June 30, 2012, with up to four qualifying CACFP Sponsors of DCHs (contractors). Depending upon contractor performance and the availability of funding, these contracts may be renewed for up to four additional one-year terms. Existing funding is currently only available for a two-year period.

In the event of an award, CACFP will train contractor staff, including the RDs, at a three-day training program to be held in Albany, NY in July 2011. The purpose of this training will be to educate the RDs and their colleagues on the EWPH-DCH curriculum and to review materials available to assist in its implementation. The work plan, budget, reporting and evaluation requirements will also be discussed once an award is made.

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

A Steering Committee will be convened to advise CACFP on matters related to the curriculum, DCH provider resources, the intervention, data collection and training follow-up. The group will include NYSDOH staff and experts in program evaluation, licensing, early

childhood education and development, as well as child obesity, nutrition, and physical activity experts.

B. Background/Intent

National trends in overweight point to increasing prevalence among younger children. Data from the most recent National Health and Nutrition Examination Survey (NHANES) for 2007-2008 show that the prevalence of childhood overweight and obesity remains alarmingly high with nearly one-third of children between ages 2 and 19 overweight or obese.

Overweight and obesity affect even the youngest children. Nationally, over 10 percent of two to five year olds are obese⁽¹⁾. Low income children aged two to five years in NYS, have an obesity rate 40 percent higher than that of the US sample⁽²⁾. Obesity during the preschool years is persistent and predicts overweight and obesity during adolescence and adulthood. Beyond the risk that childhood obesity will lead to adult obesity, obese children are more likely to have risk factors for cardiovascular disease and to be diagnosed with type 2 diabetes, high blood pressure and joint problems during childhood. Until recently, these diseases were rarely seen in children. Child care settings such as day care homes provide a prime opportunity to help children establish healthful eating and physical activity habits.

More than 9,000 family day care home providers participate in CACFP in New York State (NYS). Children cared for in DCHs are more likely to live in low income households and are more likely to be ethnic minorities than are children enrolled in center-based care. In addition, the majority of day care home providers participating in CACFP live in low income households themselves, and many of them are ethnic minorities. Nearly 35 percent of family day care home providers in New York State are African American, and approximately 33 percent are Hispanic. The most recent NHANES data show that Hispanic boys have significantly higher odds of being overweight or obese than non-Hispanic White boys, and non-Hispanic Black girls are more likely to be overweight or obese than non-Hispanic White girls⁽¹⁾. Funding from the USDA Child Care Wellness Grant will address the critical need to improve the nutrition and physical activity environment in CACFP-participating day care homes and reach providers and the children and families they serve with obesity prevention messages.

NYS has already demonstrated its commitment to making obesity prevention a public health priority. In November 2006, NYS DOH launched the NYS Strategic Plan for Overweight and Obesity Prevention to focus attention on the emerging obesity epidemic and to set goals to reduce the problem. One of the goals is to increase the proportion of child care programs implementing changes to improve their nutrition and physical activity practices.

CACFP was identified as a logical point for an obesity intervention project with the potential to reach a majority of low-income child care centers and DCHs in the State. The 2000 Census data for NYS shows that there were almost 1.2 million children under age six whose parents work and an additional 2.2 million children between the ages of six to thirteen with

1 National Health and Nutrition Examination Survey (NHANES) as reported in JAMA, Jan. 20, 2010; 203: 242-249.

2 NYS Pediatric Nutrition Surveillance System (PedNSS) as reported in MMWR, July 24, 2009; 58: 769-773.

working parents⁽³⁾. In 2008, 23 percent of the nearly 600,000 child care slots in NYS were in regulated DCHs⁽⁴⁾. The preschool years are a critical time for determining and establishing lifetime healthy habits. Children in day care receive the majority of their daily dietary intake while in care, which places the DCH provider in the primary role of modeling healthful behaviors and establishing positive mealtime practices.

Since 1995, the NYS Department of Health, Division of Nutrition (DON) has been addressing childhood obesity in the programs it manages, including CACFP. Under the umbrella of the Division of Nutrition's Eat Well Play Hard (EWPH) initiative, the Division has focused nutrition program policies, guidelines, and educational efforts on preventing childhood obesity and reducing chronic disease risks. The core NYSDOH obesity prevention strategies are:

1. increase consumption of vegetables and fruits;
2. increase consumption of low or fat-free milk and low-fat dairy products;
3. increase developmentally appropriate physical activity;
4. decrease exposure to television and other recreational screen time; and
5. increase the initiation, duration, and exclusivity of breastfeeding.

NYSDOH uses the public health strategies listed above to target families with children, especially low income families and those most at risk for obesity.

To ensure that CACFP's Eat Well Play Hard in Child Care Settings (EWPHCCS) initiative reaches children who are at the greatest risk for childhood obesity, lack of physical activity and poor nutritional habits, CACFP seeks to extend the reach of EWPHCCS beyond child care centers into low-income DCHs throughout the State. DCHs "provide a unique physical setting where children learn in a very immediate and practical way how the world works"⁽⁵⁾. DCHs are not mini versions of a child care center. Learning takes place in a less structured, but richer environment. DCHs offer experiences that help children develop emotional intelligence, as well as creative problem solving and flexibility when faced with everyday life's challenges. Adaptation of the EWPHCCS project is well suited to the DCH environment.

C. Problem/Issue Resolution Sought

While EWPHCCS targets children enrolled in child care centers, their families, and child care center staff, it was not designed for implementation in DCHs. However, it is critical that these children, families, and providers receive obesity prevention messages since DCH providers serve a higher proportion of low-income and minority children. Furthermore, children living in low-income households traditionally exhibit a higher rate of childhood obesity.

3 Investing in NY: An Economic Analysis of the Early Care and Education Sector, 2004, Cornell University Department of City and Regional Planning for the NYS Child Care Coordinating Council: 6.

4 Child Care in the State of New York, March 2009, NACCRRRA and the NYS Child Care Coordinating Council.

5 Prescott, E. Is Day Care as Good as a Good Home, *Young Children*, Vol. 33, 92) pp13-19.

Although there is a limited number of studies on very young children, experts agree on a few key facts: obesity is an epidemic; childhood obesity leads to adult obesity; and childhood is a prime opportunity to establish long-lasting habits of healthful eating and physical activity. Little information is available on the dietary habits of children in day care homes. However, a review of DCH menus conducted by NY CACFP in 2008 found that 70 percent of providers served 1% or fat-free milk, fresh fruits or vegetables less than once per week at lunch, and served juice twice per week at snack.

In 2008, CACFP formed a workgroup comprised of current CACFP-participating DCH sponsoring organizations and experts in areas such as nutrition, developmentally appropriate child care, physical activity, and day care regulations. The purpose of this workgroup was to identify strategies for reaching DCH providers and the children/families they serve with obesity prevention messages. The group devised an implementation model similar to EWPHCCS, but adapted it for the unique DCH environment. The fidelity of the intervention would be guaranteed by hiring Registered Dietitians to directly work with DCH providers, the children and their families. The RDs would provide group lessons to DCH providers followed by practical, hands-on activities in each DCH. These lessons would show providers how to incorporate improved nutrition and physical activity practices into their day care homes, and influence the children's families and their mealtime practices.

II. Who May Apply

A. Minimum Eligibility Requirements

Only current and active CACFP Sponsors of DCHs in good standing with CACFP are eligible and may apply for this grant. Sponsors of DCHs who are currently named seriously deficient in the administration of CACFP, will not be considered in good standing, and will be excluded from this intervention. A "seriously deficient sponsor" is a determination made under the Federal Regulations at 7 CFR 226.6(c)(3)(ii) for noncompliance in their operation of the Program. Seriously deficient sponsors cannot apply because they must target their resources to correcting the areas of noncompliance identified in their seriously deficient notification rather than using their resources to implement a new initiative.

To ensure that the contractors have the necessary resources and abilities to implement this intervention, contractors will be limited to existing CACFP Sponsors of DCHs. CACFP Sponsors of DCHs are community based organizations such as child care resource and referral agencies, nonprofit health and social services organizations, or government agencies that sponsor CACFP in their existing service areas.

[NOTE: The USDA Child Care Wellness Grant will not be used to expand CACFP services to new areas.]

CACFP Sponsors currently have contact with, and provide resources and training to, DCH providers in their service areas. As evidenced by the definition of a CACFP Sponsor of DCHs, they fulfill a role that facilitates the implementation of this intervention.

CACFP Sponsors of DCHs may apply independently or as coalitions with other surrounding eligible agencies (DCH sponsoring organizations participating in CACFP). CACFP Sponsors might choose to form a coalition so that they can identify at least 24 interested, primarily low income DCH providers, in their catchment area. By applying as a coalition, applicants might have a larger pool of interested, low income DCH providers from which to recruit participants. If submitting an application on behalf of a coalition, include a letter of agreement signed by an authorized signatory of each partnering CACFP Sponsor of DCHs with the application. In the letter of agreement, indicate which additional counties outside of the lead applicant's CACFP service area will be reached with EWPH-DCH grant. The application cover sheet should be signed by an authorized signatory of the lead CACFP Sponsor of DCH.

CACFP Sponsors of DCHs may apply to implement more than one project by submitting multiple applications. Each application can contain only one project and will be scored separately. However, if an application is submitted with more than one project, the "State" will choose the project with the highest number of obese children for the grant application. The number of obese children will be based on the county obesity rates in Attachment 8. The other submitted project(s) will not be accepted or considered for the grant award.

If a CACFP Sponsor of DCHs or a coalition is approved to conduct multiple projects, a single contract will be executed. Whether applying independently or as a coalition, the overall grant awarded for each project will not exceed the maximum of \$85,000. Points will be deducted for applications with budgets that exceed \$85,000.

B. Preferred Eligibility Requirements

Preference will be given to sponsoring organizations that have identified a high need for childhood obesity prevention efforts in their service area. High need is defined by the county obesity rate for children less than five years of age and the percentage of DCH providers designated as Tier I that will be targeted for EWPH-DCH implementation in the applicant's service area. See Attachment 8 for county obesity rates for children less than five years of age.

The DCH providers targeted for the intervention should be in compliance with CACFP regulations. DCH providers who may participate in the EWPH-DCH intervention include licensed, registered providers participating in CACFP as well as those that are legally exempt. Providers who are currently named seriously deficient in their CACFP operations shall be excluded from the intervention. A "seriously deficient DCH provider" is a determination made under the Federal Regulations at 7 CFR 226.16(1)(2). At least 60 percent of DCH providers identified by applicants in the proposed intervention should be Tier I providers. Preference will be given to applicants that target a higher percentage of Tier I DCH providers.

Geographical considerations will be a factor. An applicant's existing CACFP service area will be used to determine geographic location. The New York State Department of Health intends to fund a minimum of two contracts in the five boroughs of New York City (NYC) and two contracts in counties outside of NYC. This will be accomplished by selecting the two highest scoring applications received from NYC applicants and the two highest scoring applications received from applicants serving counties outside of NYC. If two passing applications are not received from either of the two geographical regions, CACFP reserves the right to fund more than two applications in the other geographical region.

III. Project Narrative/Work Plan Outcomes

A. Expectations of the Project

1. Pre-Implementation Phase of Intervention

Prior to the initiation of the intervention, each contractor will hire one RD to implement the intervention in 24 DCHs. The RDs will attend a three-day training workshop on the use of the EWPH-DCH curriculum and the implementation model. This training, and ongoing technical assistance, will be provided by CACFP staff and include experts in obesity prevention, physical activity education and early childhood development.

Each contractor will identify 24 DCH providers eligible for the intervention. These DCH providers shall:

- Participate in CACFP; and
- Be in compliance with CACFP requirements. Providers who are seriously deficient [per 7 CFR 226.16(1)(2)] are not eligible to participate in the intervention.

The intervention targets DCH providers that are eligible for Tier I meal reimbursement rates based upon household income or geographic location. Each contractor will develop a process for determining that at least 60 percent of the potential DCHs targeted for the intervention meet these criteria.

2. Implementation Phase of Intervention

Contractors will recruit DCH providers to participate in the EWPH-DCH intervention, and will maintain documentation that ensures that providers meet the eligibility guidelines identified above.

Contractor staff will orient participating DCH providers to the purpose and goals of the project, inform them of the benefits of participating and determine that the provider is committed to the project.

Prior to the first group education session, an in-home assessment of nutrition and physical activity practices at each participating DCH will be conducted. Using a standardized tool, the RD will submit completed assessment tools to CACFP on a monthly basis.

Participating DCH providers will be told that they are expected to attend all 10 hours of group training and will receive five in-home training sessions during a three-month period. An optional family event may also be scheduled with the provider.

Each RD will teach a minimum of ten hours of group lessons to DCH providers using the established curriculum, which includes the Provider Resource Kit. The kit will feature lesson plans for children's nutrition and movement activities that the provider may implement in his/her family day care home. These lessons include handouts for children, newsletters for parents, and other resource materials to support providers in communicating positive messages about nutrition and physical activity and improving practices in their family day care homes.

Resource kits also will include the tools needed to implement child nutrition and movement activities, as well as improve the nutrition and physical activity environment in the family day care home. Specifically, the kit will consist of educational supplies such as storybooks, musical CDs, and healthy food cards for implementing lesson plans; cooking and food preparation items; and physical activity equipment. Applicable Provider Resource Kit supplies and components will be distributed to the DCH providers at the beginning of each group lesson. A list of sample supplies, purchased by the contractor, to supplement the Provider Resource Kit is contained in Attachment 9, Sample Provider Resource Kit Supplies.

The EWPH-DCH curriculum is divided into five units. Each unit features a lesson plan for a two hour workshop to be conducted with a group of six DCH providers. The group workshops will feature an interactive demonstration of one children's nutrition activity and one children's movement activity taken from the Provider Resource Kit, in order to build provider confidence and ability to implement these activities independently in their DCH. Workshops will also include presentations and handouts which will efficiently communicate current child nutrition and physical activity recommendations to providers. Facilitated group discussions will assist providers in setting goals for improving the nutrition and physical activity environment in their DCH, and in devising strategies for achieving those goals.

The RD will complete a standardized contact report after each group and in-home lesson. The DCH contact report will summarize the date and content of the lesson, the names and numbers of providers, children and family members present, and the location of the lesson. The DCH contact data will be sent to CACFP on a monthly basis.

Each group workshop will be followed by an individual in-the-home lesson conducted by the RD in the provider's DCH. The purpose of these in-the-home lessons is to help the provider translate what was learned in the group workshop into action steps for their DCH. Through individualized education and technical assistance, the project RD will

empower the provider to implement changes in order to achieve their goals for improving the nutrition and physical activity environment in their DCH. The initial home lessons of the intervention will include the RD modeling nutrition and movement activities with the children in care. The objective is for the provider gradually to assume greater responsibility for implementing these nutrition and movement activities. By the end of the intervention, the provider should be able to conduct these lessons independently. Refer to Attachment 10, Project Implementation Design, for details. The in-home sessions will:

- be conducted within the same three-month period as the group trainings, each in-home visit is to be scheduled immediately after each of the group trainings;
- target the providers and children three to twelve years of age enrolled in the DCH;
- make use of the EWPH-DCH curriculum;
- include the RD modeling nutrition and physical activity lessons that the provider can later implement for children in her/his care;
- provide families with take home materials and information about nutrition and wellness activities to conduct with their children;
- include parents, guardians and siblings of the children in care, as well as the providers' family members at an optional family event; and
- include the completion of post-assessment surveys and set goals for ongoing implementation of nutrition and physical activity lessons extenders.

The RDs, CACFP State staff, and the Expert Steering Committee will develop methods of communication including an on-line community resource for participating DCH providers, the RDs and Expert Steering Committee. These methods may include website materials for downloading, a blog and/or other electronic and social media.

DCH providers will have the opportunity to host an independent family event at their home or participate in a group family event with other providers and the families of children in their care at a location arranged by the contractor. The RD will assist the providers in planning and conducting the event. Family events can take a variety of forms depending on the interest of the providers. Possible activities for family events include sampling food prepared by providers and children at the family day care homes, parent and child cooking lessons, and game stations for practicing physical activities.

3. Post-Implementation Phase of Intervention

The RD will assess the food and physical activity practices at the family day care provider's home before and after implementation of the ten lesson curriculum using a standardized assessment tool. The objective is to document whether there are changes in the food and physical activity practices at the participating DCHs. Completed assessments will be submitted to CACFP on a monthly basis.

Following completion of the EWPH-DCH group workshops and in-the-home lessons, RDs will provide additional nutrition and physical activity Lesson Extenders to DCH providers on a bimonthly basis for nine months. Lesson Extenders will be posted on the

EWPH-DCH website and will include both a new children's nutrition and movement activity for providers to implement in their DCHs as well as a new issue of *Parent Pages*. Paper copies or DVDs of Lesson Extenders will be offered for providers who do not have Internet access. Progress in using the Lesson Extenders will be evaluated by the CACFP sponsoring organization during routine monitoring visits and reported back to the project RD. The project RD will submit this follow-up data to NY CACFP on a quarterly basis.

4. Benefits for Contractor

- a. Contractors will received up to \$85,000 (based on reimbursement of actual expenditures) to implement EWPH-DCH in 24 DCHs each year of the project.
- b. A master copy of the EWPH-DCH curriculum from which the RD will select the provider and child lessons:
 - Five group lessons for 24 DCH providers;
 - Five in-home lessons for providers and children in care; and
 - Optional family event.
- c. Electronic copies of all required handouts and forms.
- d. An RD tool kit containing cooking equipment, nutrition and physical activity equipment, and materials and resources needed to implement group and in-home training sessions.
- e. A three-day Department-sponsored training for the RD and associated contractor staff.
- f. A minimum of two on-site technical assistance visits per year from a CACFP staff member and quarterly contractor meetings and/or conference calls.

5. Expectations of Contractors

- a. Contractors will recruit and identify 24 DCH providers to participate in the intervention per year.
- b. Contractors will document that a minimum of 60 percent of the participating providers are eligible for Tier I meal reimbursement rates in CACFP and are not seriously deficient.
- c. Contractor staff will make copies of handouts for each lesson.
- d. Contractor staff will purchase up to \$50 worth of Provider Resource Kit Supplies to be used in support of the lessons.

- e. Contractor staff will hire an RD to implement the curriculum. An RD with experience in physical activity, early childhood education and/or educating adults is preferred.
- f. Contractor staff and the RDs will attend a three-day training program in Albany conducted by the Department.
- g. Each RD will participate in monthly conference calls and quarterly meetings with other contractor staff and the CACFP Project Director.
- h. Contractor staff will contact eligible DCH providers and make arrangements for group trainings and in-home education sessions.
- i. Each RD will teach a minimum of ten hours of NYS Office for Children and Family Services (OCFS) creditable group training to a minimum of 24 DCH providers per year using the EWPH-DCH curriculum.
- j. Each RD will conduct a minimum of five in-home trainings to each provider and children in care using the EWPH-DCH curriculum.
- k. Contractor staff will complete a provider contact report after each group and in-home education session using an established reporting format. The report will include, at a minimum, the date and content of the lesson, the names and numbers of providers, children, and family members present and the location of the lesson.
- l. Contractor staff will complete a standardized assessment tool in the DCH before and after the intervention.
- m. The RD will submit all requested evaluation data (including assessment surveys and contact reports) to CACFP on a monthly basis.
- n. Contractor staff will distribute the bi-monthly Lesson Extenders to providers completing the intervention.
- o. Contractor CACFP monitoring staff will review the use of Lesson Extenders of providers who completed the 10-lesson intervention to assess the sustainability of the nutrition and physical activity education in the provider's DCH. Follow-up data from the Lesson Extenders will be submitted to CACFP on a quarterly basis.

B. Problems/Issues to be Solved through this RFA

The goal of the USDA Child Care Wellness Grant is to improve the health and nutrition of children in child care settings by providing group workshops to family day care home providers, coupled with in-home trainings and technical assistance. Through five provider group workshops, five in-home training and technical assistance visits, and one optional family event, NY CACFP will give family day care home providers the skills and resources they need to improve food and physical activity practices in their day care homes, and to

communicate positive nutrition and physical activity messages to the children in their care and the families of those children. Specifically, the goals and objectives of this project are:

Goal 1:

Participating family day care home providers will improve the nutrition and physical activity practices in their family day care home.

Objectives:

At the completion of the EWPH-DCH training, family day care home providers will:

Prepare meals and snacks for children in their care that are consistent with the recommendations of the *Dietary Guidelines for Americans* (available at <http://www.health.gov/DietaryGuidelines/>) and the NY CACFP Healthy Child Meal Pattern requirements. Please refer to Attachment 11 for NY CACFP Healthy Child Meal Pattern requirements.

- Adopt at least one new positive mealtime practice in their day care home including; serve meals family style, eat with the children, eat the same food as the children, involve children in simple food preparation and kitchen tasks, and offer opportunities for children to try new fruits and vegetables.
- State current American Academy of Pediatrics (AAP) recommendations for daily physical activity and media viewing for children.
- Provide opportunities for structured and unstructured physical activity for children in their care.
- Implement policies for their day care home that reflect best practices for nutrition, physical activity and wellness promotion.

Goal 2:

Participating family day care home providers will communicate positive messages about eating healthy food and being physically active to children in care and the families of those children.

Objectives:

At the completion of the EWPH-DCH training, family day care home providers will:

- Implement nutrition activities for children in their care that encourage the exploration and acceptance of low fat dairy products, a variety of fruits and vegetables, and whole grains.
- Implement movement activities for children in their care that promote a positive attitude toward physical activity.
- Distribute parent newsletters that assist families in making healthy food choices and

increasing their physical activity.

In addition to these goals and objectives NY CACFP has developed a curriculum for the DCH project. If you would like to request a copy of this curriculum you may request a copy by contacting:

Sandra J. Rhoades, RD, MPH
Director, Homes Administration Unit
New York State Department of Health
Division of Nutrition
Child and Adult Care Food Program
150 Broadway, 6th Floor West
Albany, NY 12204-2719
Phone: 1-800-942-3858, ext. 27104
Fax: 518-402-7252
Email: sjr02@health.state.ny.us

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the NYS Department of Health, Division of Nutrition, Bureau of Child and Adult Care Food Program with funding provided by the United States Department of Agriculture. 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:

Sandra J. Rhoades, RD, MPH
Director, Homes Administration Unit
New York State Department of Health
Division of Nutrition
Child and Adult Care Food Program
150 Broadway, 6th Floor West
Albany, NY 12204-2719
Phone: 1-800-942-3858, ext. 27104
Fax: 518-402-7252
Email: sjr02@health.state.ny.us

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

Questions of a technical nature can be addressed in writing or via telephone by contacting Sandra Rhoades (contact information shown above). **Questions are considered 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, must be raised prior to the submission of an application.

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

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

Submission of a Letter of Interest is encouraged, but 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. *

Sandra Owusu-Domena, Secretary
New York State Department of Health
Division of Nutrition
Child and Adult Care Food Program
150 Broadway, 6th Floor 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 their 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 with the option of four additional one-year contract renewals depending on contractor performance and availability of funding. Currently, USDA funding for this project is only available for a two-year period. The expected contract start date is July 1, 2011.

G. Payment Methods & Reporting Requirements of Grant Awardees

1. The State (NYSDOH) may, at its discretion, make an advance payment to not-for-profit grant contractors in an amount not to exceed 25 percent of the total annual award.
2. The grant contractor will be required to submit invoices and required reports of expenditures to the State's designated payment office no less frequently than quarterly and no more frequently than monthly:

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, or 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 (NYSDOH) 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;
 - RD monthly calendar outlining all planned EWPH-DCH activities;
 - Completed DCH provider pre-and post-intervention tools within two weeks of implementation completion; and
 - Monthly and/or quarterly reports as determined by New York State Department of Health.

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 Office of the State Comptroller (OSC) Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants 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. Please refer to Attachment 1 of this RFA for a Sample Grant Contract with Appendices.

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.

CACFP Sponsors of DCHs may apply to implement more than one project by submitting separate applications for each project proposed. Each application will be scored separately. If a CACFP Sponsor of DCH 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 (June 1, 2011 through July 31, 2012)
 - j. County/Borough or Counties/Boroughs served by applicant organization
 - k. Federal Tax Identification Number
 - l. Charities Registration Number
 - m. CACFP Sponsors of DCHs in coalition with applicant/lead Sponsor (if applicable)
 - n. Partner agency counties to receive EWPH-DCH (if applicable)

Please note: If you are applying as a coalition, include a letter of agreement signed by an authorized signatory of each partnering Sponsor. In the letter of agreement, indicate which additional counties will be reached with EWPH-DCH outside of the applicant/lead Sponsor's service area. The cover sheet should be signed by an authorized signatory of the lead Sponsor. If the cover sheet and letter of agreement (if applicable) are not submitted with your application by the due date and time stated on the front of this RFA, you will be given five business days to fax or email the missing document(s). In addition, the original signed documents must be received, at the application address listed on the RFA, within ten business days after notification of non submission. 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)

In narrative format, provide the following information related to the areas targeted to receive the intervention.

- a. Using Attachment 8, indicate the obesity rate(s) for children less than five years of aged in your service area, by county. Include obesity rates for all counties in the service area, including service areas covered by all partnering Sponsors, if applying as a coalition.
- b. Using participant information from your CACFP local system, provide the number of providers eligible for Tier I meal reimbursement rates in the area targeted for this intervention. For example, if your service area covers counties X, Y and Z and there are 10 eligible DCHs in county X, 15 in county Y and 20 in county Z, the number of eligible DCHs in your service area is 45 ($10 + 15 + 20 = 45$).
- c. Explain how you will identify potential eligible and interested DCH providers. If proposing a coalition, provide details on how the lead Sponsor will determine whether DCH providers participating with the partnering Sponsors are eligible for Tier I meal reimbursement rates.
- d. Of the eligible DCH providers, please describe the process for selecting the DCHs that will be targeted for the intervention. It is anticipated that low-income, or Tier I, DCH providers will be targeted. If other factors are considered in selecting providers for this intervention, please explain.
- e. Indicate the total number of DCH providers you anticipate will be targeted for the intervention.
- f. Indicate whether the targeted DCH providers are eligible for Tier I meal reimbursement rates.

3. Program Activities (2-4 pages)

- a. In a narrative format, 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; additional course-work related to physical activity and/or early childhood education; 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 July 1, 2011 through June 30, 2012, that outlines in detail:

- i. The description of each activity to be completed with each of the 24 DCH providers;
- 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 with each of the 24 DCH providers.

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 on the front 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 application.
 - a. Submit a 12-month budget using Attachment 5a, assuming an July 1, 2011 start date.
 - b. All costs must be related to the provision of the EWHP-DCH component and be consistent with the scope of services, reasonable and cost effective.
 - c. All projected costs should conform to FNS 796-2 Rev. 3, Financial Management Instruction for the Child and Adult Care Food Program (CACFP) available on the Department's website at <http://www.health.ny.gov/nutrition> or by contacting the DOH contact person listed on the cover sheet of this RFA.
 - d. All unallowable budget items will be removed from the budget. The budget amount will be reduced to reflect the removal of the ineligible items.
 - e. Administrative or allocated costs will be limited to a maximum of 12 percent of the total personal services and fringe benefits plus other than person service costs. 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)

Salaries: Using the Personal Service Budget Worksheet (Attachment 5b), list each funded position title, name of incumbent (if available), percent of time to be spent on EWPH-DCH grant, annual salary, hourly wage, and amount of funding requested under the grant. Calculate the total personal service requested under the grant.

Fringe Benefits: List the fringe benefit rate and calculate the fringe benefit cost based on the total personal service line. The fringe benefit rate must be in accordance with the established written policy of the applicant's organization.

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

Other than Personal Service (OTPS)

Operating Costs: Use the Operating Costs Worksheet (Attachment 5c) to outline items covered under this category. Items for this category include:

Office Supplies: standard office supplies such as paper, envelopes, pencils, etc.

Furniture and Computer Equipment/Software: requires prior approval from CACFP.

RD Equipment and Supplies: items needed to conduct nutrition and movement activities such as food, disposable gloves, paper goods, utensils, small cooking appliances, physical activity equipment, etc.

Printing/Copying: contractors will be provided with a master for all provider and parent handouts and assessment surveys. While some may be printed in black and white, most are intended to be printed in color.

Postage: includes the cost of sending correspondence to providers, families and CACFP.

Other: explain other costs; requires prior approval from CACFP.

Provider Resource Kit: This is the category in which you should request funds to purchase the resources to be used in the nutrition and movement activities that are part of group and in-home lessons for DCH providers. The grant allows for the purchase of up to \$1,200 for provider incentives and/or supplies per year, or \$50 per participating DCH.

Consulting Services: Include any consulting or professional service costs not included in the Personal Service section that are reasonable and necessary for the implementation of EWPH-DCH. Submit a copy of the executed contract, or sample invoice, for each professional service.

Travel: The RD is expected to provide five group trainings to 24 DCH providers per year in addition to five in-home education sessions for providers and children in care, with an optional family event. They are also expected to conduct at least one pre- and one post-implementation visit at each provider's home. These deliverables could be completed in as few as six or as many as seven visits per DCH provider.

The expectation is that the group training will take place in at the contractor's location. If there are costs to travel to an off-site facility for the group training, you

should provide an explanation and estimate of the associated mileage costs. In addition to the in-home visits, include the anticipated cost of travel for the RD to attend a three-day training held at the beginning of the contract period and two one-day contractor meetings in Albany, NY.

Items that fall under travel include:

Mileage: paid to employees who use their own vehicles for EPWH-DCH purposes

MTA/Metro Cards: the cost of bus or train fares for EWPH-DCH purposes

Meals/Lodging: the cost of meals and lodging for employees who travel overnight for EWPH-DCH purposes. Reimbursements for lodging and meals will be limited to the State government rate which can be found at <http://www.osc.state.ny.us/agencies/travel/2008-09rate.htm>.

Conference Fees and Associated Travel: List the projected expenses associated with RD participation in professional conferences that are directly and clearly linked to the provision of quality nutrition and physical education to DCH providers. Conference fees and associated travel require prior approval from CACFP. After an award is made and prior to travel, the contractor is required to obtain approval to attend specific conferences.

Subtotal Other Than Personal Service: Add operating costs, provider resource kit supplies, consulting services and travel to calculate this amount.

Administrative or Allocated Costs: Use the Administrative/Allocated Costs Worksheet (Attachment 5d) to outline items covered under this category. These costs should be fully justified. Reimbursement can only cover the EWPH-DCH share of these costs as determined by your cost allocation plan. Include a copy of the cost allocation plan for review. **Allocated costs will be limited to a maximum of 12 percent of total personal service and fringe benefits plus the 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. Expenses include the following:

Insurance: such as property or liability insurance.

Custodial Services

Utilities: such as electricity, gas, water, and sewer – if not included in the space rental cost.

Office Rent: if not included in the space rental cost.

Telephone/Cell Phone/Internet

Equipment Rental: such as copier, postal machines and associated service agreements.

Other: explain; requires prior approval from CACFP.

Grand Total: Add total personal service and fringe benefits to total OTPS. **Points will be deducted if the proposed grant total requested for each project exceeds \$85,000.**

5. Budget Justification (2-3 pages)
 - a. Submit a budget justification in narrative format for each cost outlined in the budget.
 - b. For existing staff, the budget justification should delineate how the percentage of time devoted to this initiative has been determined.
 - c. This funding may only be used to create new activities pursuant to this RFA. These funds may not be used to supplant funds for currently existing staff activities.
 - d. Contracts established as a result of this solicitation will be of the cost reimbursement type.
 - e. 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 ten double-spaced typed pages (not including the cover sheet, 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: 25 points
3. Program Activities/Workplan	2-4 pages	Maximum Score: 50 points
4. Budget	Forms Provided	(Yes/No)
5. Budget Justification	2-3 pages	Maximum Score: 25 points

C. Review & Award Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by staff of the NYS DOH-DON. 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 four grants to applicants with passing scores. A passing score is defined as 61 or more points. Applications receiving a score of 60 points or less will not be considered for funding. Awards will be made based upon rank order from the highest to the lowest applications score. In the event of a tie score, the application with highest score on the program activities/workplan section will receive the award. The intent of CACFP is to award two grants within the five boroughs of NYC and two grants within the counties outside of NYC. This will be accomplished by selecting the two highest scoring applications received from NYC applicants and the two highest scoring applications received from applicants serving counties outside of NYC. If two passing applications are not received from either of those two geographical regions, CACFP reserves the right to fund more than two applications in the other geographical region.

If additional funding becomes available for this initiative, additional awards will be made 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 \$85,000. **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 costs are described in *FNS 796-2 Rev. 3, Financial Management Instruction for the Child and Adult Care Food Program (CACFP)*.

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

Following the awarding of grants from this RFA, applicants may request a debriefing from the NYS DOH, Division of Nutrition 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 only the subject’s 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 _____	_____

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

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any

employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export

Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in

accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING.

To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law

Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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 – DO NOT USE)

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	
Other	
Contractual Services (specify)	
Equipment	_____

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
- ❶ if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

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

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

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

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

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

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller. 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

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

Sandra J. Rhoades, RD, MPH
Director, Homes Administration Unit
New York State Department of Health
Division of Nutrition
Child and Adult Care Food Program
150 Broadway, 6th Floor West
Albany, NY 12204-2719

Re: RFA # 1010130338
RFA Title: Eat Well Play Hard - Day Care Homes (EWPH-DCH)

Dear Ms. Rhoades:

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

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

E-mail address: _____

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

Sincerely,

Organization Name: _____

CACFP Agreement Number: _____

Date: _____

ATTACHMENT 3: APPLICATION CHECKLIST

It is recommended that you complete this checklist to ensure that each application is properly completed and that all of the following components are included:

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 and Justification (Attachments 5a to 5d)
5. _____ Budget justification (2-3 pages)
6. _____ Cost Allocation Plan, if requesting Administrative or Allocated Expenses
7. _____ Vendor Responsibility Attestation (Attachment 7)

If you are applying as a coalition include:

8. _____ Letter of Agreement, signed by the Executive Director of each partnering CACFP sponsoring organization of DCHs. In the letter indicate, the partner DCH sponsoring organization service area counties to receive EWPH-DCH.

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

ATTACHMENT 4: APPLICATION COVER SHEET

Eat Well Play Hard - Day Care Homes

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 NYS DOH (if different from Project Director):

Signature of individual authorized to enter into a contract with NYS DOH:

Total funding requested (not to exceed \$85,000): _____

County/Borough or Counties/Boroughs served by Applicant Organization:

Federal Tax Identification Number: _____

Charities Registration Number: _____

Project is a collaboration with other CACFP Organizations: _____ Yes _____ No

If Yes, Complete Chart Below:

Name of Partner Organization	Partner CACFP Organizations' Counties to Receive <i>EWPH-DCH</i>

ATTACHMENT 5a: BUDGET SUMMARY

Eat Well Play Hard - Day Care Homes

Organization Name: _____

Contract Period: July 1, 2011 – June 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

Operating Costs (from worksheet) \$ _____

Provider Resource Kit Supplies \$ _____

Consulting Services (specify) \$ _____

Travel \$ _____

Conference Fees and associated travel (specify) *
\$ _____

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. A job description must be supplied for all positions funded in full or in part by EWPH-DCH.
- (3) Enter the percent of time that each position will devote to the EWPH-DCH 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. This amount must be equal to or less than the result of multiplying column (3) times column (4).

All amounts must be rounded to the nearest dollar. If additional space is required, use a photocopy of this form. All entries in columns (1) (2) and (6) must be transferred 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

Receipts, invoices or other documentation must be kept for all purchases.

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

* Requires prior approval from CACFP

ATTACHMENT 5d: ADMINISTRATIVE OR ALLOCATED EXPENSES WORKSHEET

Reimbursement can only cover the EWPH-DCH share of these costs as determined by your cost allocation plan. Allocated costs must be fully justified.

Item	Annual Cost Allocated to EWPH-DCH
Insurance, (Specify)	
Custodial Services	
Utilities (Electric, Gas, Water)	
Office Rent (or Use Allocation, if owned)	
Telephone, Cell Phones and Internet Access	
Equipment Rental (Specify)	
Other (Specify)*	
**TOTAL ALLOCATED EXPENSES	

* Requires prior approval from CACFP

** Administrative/Allocated costs will be limited to a maximum of 12% of Total Personal Service and Fringe Benefits (A) and the Subtotal for 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: 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
Chautauqua	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 9: SAMPLE PROVIDER RESOURCE KIT SUPPLIES

Quantity per Kit	Item Description	Vendor	Unit Price	Cost per Kit
1	Winco Polycarbonate Clear Water Pitcher 32 Ounce	www.foodservicedirect.com	6.35	6.35
2	Plastic tongs--child-friendly, dishwasher safe	Environments Catalog (www.eichild.com)	2.00	4.00
1	<u>Growing Vegetable Soup</u> by Lois Ehlert--boardbook	www.amazon.com	6.95	6.95
1	<u>Please Say Please: Penguin's Guide to Manners</u> --paperback book	Scholastic (www2.scholastic.com)	3.95	3.95
1	<u>One Bean</u> by Anne Rockwell--paperback book	www.barnesandnoble.com	6.25	6.25
1	<u>Animal Boogie</u> --paperback book & CD set	www.barefootbooks.com	9.99	9.99
1	<u>Early Childhood Classics</u> by Hap Palmer--music CD	www.cdfreedom.com	13.95	13.95
TOTAL COST				51.44

ATTACHMENT 9: SAMPLE PROVIDER RESOURCE KIT SUPPLIES

Quantity per Kit	Item Description	Vendor	Unit Price	Cost per Kit
1	Plastic serving spoons--child-friendly size, dishwasher safe	Environments Catalog (www.eichild.com)	1.50	1.50
1	Plastic tongs--child-friendly, dishwasher safe	Environments Catalog (www.eichild.com)	2.00	2.00
1	Winco Polycarbonate Clear Water Pitcher 32 Ounce	www.foodservicedirect.com	6.35	6.35
1	6.75" Diameter Ribbed Bowls	Environments Catalog (www.eichild.com)	3.20	3.20
1	<u>Please Say Please: Penguin's Guide to Manners</u> --paperback book	Scholastic (www2.scholastic.com)	3.95	3.95
1	<u>This is the Farmer</u> by Nancy Tafuri--hardcover book	www.amazon.com	14.03	14.03
1	<u>One Bean</u> by Anne Rockwell--paperback book	www.barnesandnoble.com	6.25	6.25
1	<u>Animal Boogie</u> --paperback book & CD set	www.barefootbooks.com	9.99	9.99
1	Wacky Noodle Pool Noodle (57.5" X 2.5")	www.poolcenter.com	2.65	2.65
TOTAL COST				49.92

ATTACHMENT 10: PROJECT IMPLEMENTATION DESIGN

WORKSHOP 1: HEALTHY KIDS, IT'S UP TO US



IN-THE-HOME TRAINING 1



WORKSHOP 2: FOOD AND FITNESS ARE FUN



IN-THE-HOME TRAINING 2



WORKSHOP 3: MAGNIFICENT MENUS



IN-THE-HOME-TRAINING 3



WORKSHOP 4: LET'S TALK



IN-THE-HOME-TRAINING 4



WORKSHOP 5: BEST PRACTICE



IN-THE-HOME TRAINING 5/OPTIONAL FAMILY EVENT



LESSON EXTENDERS (6 BIMONTHLY)

**ATTACHMENT 11: NY CACFP HEALTHY CHILD MEAL
PATTERN REQUIREMENTS**

	FOOD COMPONENTS	FOOD ITEMS	Required Minimum Quantities			
			Ages 1 and 2	Ages 3-5	Ages 6-12	
BREAKFAST	Milk ¹ (Whole milk for ages 1-2 only)	Fat-free or Low-fat (1%)	1/2 cup	3/4 cup	1 cup	
	Vegetable/Fruit ²	Vegetable or Fruit or 100% Juice	1/4 cup	1/2 cup	1/2 cup	
<i>Serve all 3 components</i>	Grains/Breads	Bread <i>or</i>	1/2 slice	1/2 slice	1 slice	
		Cornbread, Biscuit, Roll, Muffin <i>or</i>	1/2 serving	1/2 serving	1 serving	
		Dry Cereal <i>or</i>	1/4 cup	1/3 cup	3/4 cup	
		Cooked Cereal	1/4 cup	1/4 cup	1/2 cup	
SNACK	Milk ¹ (Whole milk for ages 1-2 only)	Fat-free or Low-fat (1%)	1/2 cup	1/2 cup	1 cup	
	Vegetable/Fruit ²	Vegetable or Fruit or 100% Juice	1/2 cup	1/2 cup	3/4 cup	
<i>Select 2 of 4 components</i>	Grains/Breads (see lists above and below)		1/2 serving	1/2 serving	1 serving	
		Meat/Meat Alternate (see list below)	Lean Meat, Poultry or Fish <i>or</i>	1/2 oz.	1/2 oz.	1 oz.
			Peanut Butter <i>or</i>	1 Tbsp.	1 Tbsp.	2 Tbsp.
			Peanuts, Nuts or Seeds <i>or</i>	1/2 oz.	1/2 oz.	1 oz.
Water must be served with snack if no beverage is provided.		Fat-free or Low-fat Yogurt	1/4 cup	1/4 cup	1/2 cup	
	LUNCH OR SUPPER	Milk ¹ (Whole milk for ages 1-2 only)	Fat-free or Low-fat (1%)	1/2 cup	3/4 cup	1 cup
		Vegetables/Fruits ²	Two Vegetables and/or Fruits	1/4 cup total	1/2 cup total	3/4 cup total
	<i>Serve all 4 components</i>	Grains/Breads (see list above)	Bread <i>or</i>	1/2 slice	1/2 slice	1 slice
Cooked Pasta, Noodles or Grains <i>or</i>			1/4 cup	1/4 cup	1/2 cup	
6" Tortilla			1/2 tortilla	1/2 tortilla	1 tortilla	
Meat/Meat Alternate		Lean Meat, Poultry or Fish <i>or</i>	1 oz.	1-1/2 oz.	2 oz.	
		Cottage Cheese <i>or</i>	1/4 cup	3/8 cup	1/2 cup	
		Cheese <i>or</i>	1 oz.	1-1/2 oz.	2 oz.	
		Egg <i>or</i>	1/2 large	3/4 large	1 large	
		Cooked Dry Beans, Peas or Lentils <i>or</i>	1/4 cup	3/8 cup	1/2 cup	
		Peanut Butter <i>or</i>	2 Tbsp.	3 Tbsp.	4 Tbsp.	
		Peanuts, Nuts or Seeds <i>or</i>	1/2 oz. = 50%	3/4 oz. = 50%	1 oz. = 50%	
	Fat-free or Low-fat Yogurt	1/2 cup	3/4 cup	1 cup		

¹Unflavored milk is required for children 1-5 years of age and recommended for school-age children.

²No more than one serving of juice may be served per day.

 Refer to the *Crediting Foods in CACFP* for information about specific meal components.