



**New York State
Office of Children and Family Services**

Andrew M. Cuomo
Governor

Sheila J. Poole
Acting Commissioner

**ADVANTAGE AFTER SCHOOL
PROGRAM**

**REQUEST FOR PROPOSALS
APRIL 2014**

Grant Procurements



New York State Office of Children and Family Services



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ADVANTAGE AFTER SCHOOL PROGRAM Request for Proposals 2014

Proposal Submission:

See Section 2.2 Proposal Submittal Process/Application Documents

The New York State Grants Gateway will serve as the primary outlet for State agencies to post upcoming and available funding opportunities. Please reference Section 2.2 below for additional submission information.

Note:

Throughout this document the terms “proposal” and “application” are used interchangeably.

Timetable of Key Events:

Event:

Proposals Due
Submittal of Question Deadline
Posted Date of Answers
Awards Announced (Tentative)
Contract Start Date (Projected)

Date:

May 30, 2014 (5:00pm)
May 9, 2014 (5:00pm)
May 16, 2014 (3:00pm)
June 25, 2014
September 1, 2014

Inquiries:

From the issuance of this Request For Proposal (RFP) until contractors are selected, all contacts with the New York State Office of Children and Family Services personnel concerning this RFP, except as otherwise specified herein, must be made through e-mail to AdvantageAfterSchoolRFP2014@ocfs.ny.gov. All questions will be accepted until May 9, 2014; questions and answers will be posted to the Online Bidders List on May 16, 2014.

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- 6.1 Master Contract for Grants
http://grantsreform.ny.gov/sites/default/files/docs/nys_master_contract_for_grants_42913.pdf

Includes:

1. Face Page
2. Signatory Page
3. NYS Standard Terms and Conditions (State of New York Master Contract for Grants)
4. Attachment A-1 (Agency Specific Terms and Conditions) Page 49-53
5. Attachment A-2 (Federally Funded Grants) Page 54-58
6. Attachment B: Budget and Instructions
7. Attachment C: Work Plan
8. Attachment D: Payment and Reporting Schedule

NOTE: OCFS-Specific documents #4 and #5 above **are located on pages as indicated.**

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7. Required Performance Targets
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9. Program Staffing Plan
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14. Samples of Advantage Program Forms

Section One.... BACKGROUND

1.1 Introduction

The New York State Office of Children and Family Services (OCFS) invites incorporated not-for-profit, community-based organizations and faith-based organizations to submit proposals for the development of quality after school programs based on the Advantage After School Program (AASP) model. Advantage After School Programs, in partnership with local schools, offer a broad range of educational, recreational, cultural, and age-appropriate activities in a safe environment. Advantage After School Programs integrate what happens in the school day with less formal learning experiences, and encourages the active participation of children, youth and families in the design and delivery of program activities.

A growing body of research shows that children who participate in quality after school programs have higher school attendance and academic achievement, and are less likely to be involved in risky behaviors during the after school hours. Youth who do not participate in after school activities are more likely to smoke, drink alcohol, use drugs, and participate in premature sexual activity. In addition, research shows that the majority of crimes committed by or against youth occurs between the hours of 3:00 PM and 6:00 PM. A number of studies have found children who attend quality after school programs have better relationships with their peers, less behavioral and emotional problems, better grades and fewer absences from school than their peers who are unsupervised after school. The Advantage After School Program was created to help provide New York State's children with educational, interesting and fun activities to fill the vital three-hour gap directly after school.

In the safe and supervised after school environments offered through AASP programs, school-age children and youth are given an opportunity to have positive experiences that will encourage good choices for their futures. The programs create enhanced settings where children have the opportunity to grow as individuals. One of the key components for AASP is youth and family involvement in program planning and implementation. The youth and family participation aligned with the partnerships that are formed through school and community, as well as public and private entities, construct the foundation upon which the AASP programs are built.

1.2 OCFS Statewide Considerations

The Office of Children and Family Services (OCFS) mission is to serve New York's public by promoting the safety, permanency and well-being of our children, families and communities. OCFS effectuates results by setting and enforcing policies, and building partnerships at the federal, state, county and community levels which impact practice. OCFS funding investments assist communities to create and/or enhance the provision of quality services in the areas of child care, child welfare, juvenile justice, adult protective, and services for the blind.

OCFS conducts ongoing analysis of demographic data and fiscal expenditures to aid counties and communities to administer safe, effective and cost-efficient services to the residents of our state. Paramount is ongoing self-assessment within "the system" to identify changes in service needs, interventions and partnerships. An emerging trend in OCFS data reveals that many children and families who are involved with the child welfare and juvenile justice systems in New York State are disproportionately Black and Latino, and many are poor. For the blind service area, Black and Latino adults are under-represented in the receipt of services from the blind and visually handicapped service network. In response to this situation, OCFS has begun to implement various activities to:

- assess relevant data;
- identify which communities across the state are affected;
- identify evidence-based and/or best practice strategies and/or approaches which can be replicated in New York State to respond to the disproportionality; and
- provide funding to designated high-need communities to facilitate implementation of programs and services that address disproportionality and disparity rates.

This Request for Proposals (RFP) provides OCFS and localities an opportunity to provide services to our most vulnerable children and families, and to implement activities that address disproportionality in identified communities. OCFS will invest in services which are culturally and linguistically competent, cost efficient, and contribute toward alleviating issues identified for the respective communities. Organizations that are interested in applying for OCFS funding are, therefore, encouraged to review their community's demographic data (i.e., child welfare and juvenile justice), and as indicated and where deemed appropriate per the target population and/or scope of services for the funding source, consider the following element(s) in their proposal design:

a) Disconnected / High Need Youth

OCFS's priority is to "protect those in greatest need" by on-going assessment and enhancement of services which promote safety and general well-being for at-risk children, adolescents, families and adults. This priority includes targeting services for "disconnected/ high need youth" who are: youth aging out of foster care; youth in, or re-entering the community from the juvenile justice system; and children of incarcerated parents. Grant applications which propose to serve the "disconnected/high need youth" population must consider that the clients cited above often require service intervention from multiple service systems. Where required by OCFS RFP narrative, applications must demonstrate capacity and scope for cross-agency collaborations and partnership with relevant community organizations.

b) Racial Equity and Cultural Competence

OCFS is in its seventh year of Racial Equity and Cultural Competence (RECC) work. Efforts to address RECC includes examination of the issues related to the overrepresentation of Black, Latino and Native American children and their families in the state's child welfare and juvenile justice systems. It also entails a consideration of issues related to the underrepresentation of Blacks, Native Americans and Latinos in various service delivery systems to identify how best to enhance outreach and preventive measures which support the safe reduction in out-of-home placements for children and adults, and focus on the well-being of children, youth and families. OCFS has enlisted the participation of state and local partners in this effort, and is working actively with 13 counties to examine local data and develop strategies to address, reduce and ultimately eliminate racial and ethnic disparities, and to seek equity within the systems of care and custody. OCFS continues to partner with national experts Casey Family Programs, and has also collaborated with the Center for the Study of Social Policy (CSSP) and other national experts dedicated to this work. The effort must be data driven and therefore, we have generated and shared county level data with partners and stakeholders in our effort to encourage transparency and collaboration.

Current OCFS statewide data indicates that Black and Latino children and families continue to comprise 75 percent of the state's foster care cases and 85 percent of the juvenile justice placements. OCFS views this Request for Proposals as an opportunity to heighten public awareness of the issue of disproportionality, and to begin to promote policies and practices which gradually reduce it. Specific areas that every applicant and community are requested to consider in the design of their program and scope of services identified in their application for OCFS funding include, but are not limited to:

- Providing service strategies, approaches, and linguistic capacities which promote the delivery of services that are culturally competent and reflective of the population and community to be served;
- Collecting and analyzing data relevant to disproportionality and service provision;
- Strategically locating services within communities, to promote better access to service delivery in high need areas; and
- Promoting cross-agency dialogue and partnership regarding service planning to address disproportionality (including, but not limited to: social services, mental health, health, education, housing, substance abuse, probation agencies, and community-based providers).

Section Seven contains further information regarding Disproportionate Minority Representation (DMR) and data in New York State.

c) NYS Community Schools and the CORE Initiative

In 2013, Governor Andrew M. Cuomo launched the NYS Community Schools Initiative, a new statewide program he announced in the 2013 State of the State address that will transform schools in distressed communities into hubs for a wide range of support services for children and their families including health care, counseling, nutrition and job preparation services. The establishment of Community Schools was a key recommendation of Governor Cuomo’s New NY Education Reform Commission, which found that “by providing the comprehensive supports that students need within the school setting at every stage, we can ensure that our students are on track to be college and career ready.”

The State Education Department released its Community Schools Grant Initiative (CSGI) RFP in 2013 and made awards to approximately 30 schools. These grants will go toward building strong community partnerships that deliver critical academic, health, extra-curricular and social services primarily in the school building.

In New York State, distress is concentrated in a small number of areas. For example, in Newburgh, 37 percent of the population lives below the poverty line and two-thirds of residents have no more than a high school diploma. To confront this challenge, in 2013 Governor Cuomo proposed the Community, Opportunity, Reinvestment (CORE) initiative to better align state support with local needs, while supporting successful community-based efforts, so that the state can do a better job allocating resources to make measurable and sustained progress in improving high-need communities. The CORE Initiative has three broad goals:

- **Align** programs, policies and funding across government agencies – both vertically (state-and-local) and horizontally (all state agencies) – to address common challenges;
- **Target** our efforts and investments based on the places and people the data show are linked to concentrations of distress; and
- **Evaluate** whether our interventions are achieving the intended results based on agreed-upon metrics, and make changes when necessary.

To date, CORE has been implemented in the following neighborhoods:

Neighborhood	Census Tract	Zip Codes
East End (Newburgh)	4	12550
	5 (5.01, 5.02)	
South End (Albany)	23	12202
	25	
West Hill (Albany)	7	12206
Arbor Hill (Albany)	2	12210

1.3 Purpose and Funding Availability

In this Advantage After School Request for Proposals (RFP), OCFS has been allocated \$10.9 million in State and Federal Temporary Assistance for Needy Families (TANF) funds to incorporated not-for-profit, community-based organizations and faith-based organizations, pursuant to program plans developed by such organizations, to serve elementary, middle and high school students. These after school programs are to be integrated with what happens in the school day and operated in cooperation with schools and school districts as well as community-based organizations that provide educational, recreational, cultural, and age-appropriate activities. Contracts awarded as a result of this procurement will range between \$55,000 and \$220,000 with a maximum cost per child of \$1,375 per year. For example, a contract award for a program with a maximum anticipated daily attendance of 100 children would be eligible for up to \$137,500.

1.4 Term of Contract

“The contracts awarded in response to this RFP will be for five years with an anticipated start date of September 1, 2014 and end date of August 31, 2019. The start date of September 1, 2014 will allow programs to better align their start-up activities with the beginning of the school year.

(Please note that contractors of existing Advantage After School Programs whose current contract(s) end on September 30, 2014 and who receive an award under this RFP will have a contract period of October 1, 2014 to August 31, 2015 for the first year and the funding for that period would be proportionally reduced; the subsequent years will run on the August 1st to August 31st calendar. If awarded a contract under this RFP, these contracts will have a revised maximum five-year contract term end date of August 31, 2019, contingent upon availability of funds and satisfactory contractor performance.

Terms and conditions of a multi-year contract can be found in the State Of New York Master Contract For Grants and Attachment A-1 documents, located in [Section Six: Contract Documents](#).

1.5 Eligible Applicants

Incorporated not-for-profit, community-based organizations and faith-based organizations are eligible to apply. Existing Advantage After School Program contractors, whose contract (s) ends on or before September 30, 2014 may submit an application for funding for their currently funded site(s). **For those applicants reapplying for existing sites with contracts currently scheduled to end on September 30, 2014, if awarded a new grant through this RFP, those contracts will not start until October 1, 2014; all contracts will have a maximum five-year contract term that ends on August 31, 2019, as stated in Section 1.4.**

The OCFS will only contract with organizations whose governing board (board of directors) includes a minimum of five (5) members. OCFS has determined that a five-member board is necessary to show the maturity and depth of the organization as well as the capacity of the organization and the board to properly provide services and oversee the administration of the grant. OCFS believes that a 5-member (or more) board shows that the organization has a broad base of community support, and enhances the ability of the board to comprehensively oversee the functions and activities of the organization. It also protects against the problem that can arise when a board member unexpectedly leaves the board, as the Non-for-Profit Corporation Law requires that a non-for-profit corporation have at least three board members. OCFS believes these additional board members enable the corporation to continue to function properly under the law in the interval between the departure of a board member and the appointment of a replacement. The applicant must attach minutes and attendance lists from the organization's last three board of directors meetings.

1.6 Standard Contract Language

The terms and conditions for all funded projects are specified in a detailed contract that must be signed by OCFS and approved by the Attorney General and the Office of the State Comptroller before any work is begun or payments made. This RFP includes all relevant contract terms and conditions which can be found in [Section Six: Contract Documents](#). Upon contract award and completion of negotiations, OCFS will send successful applicants the complete contract for

development and signature prior to submitting it to the Attorney General's Office and the Office of the State Comptroller for execution.

1.7 Executive Order Number 38 – Limits on State-Funded Admin Costs & Executive Compensation

On January 18, 2012 Governor Andrew M. Cuomo issued Executive Order Number 38 "Limits on State-Funded Administrative Costs & Executive Compensation," which requires that State agencies establish limits on State reimbursement of administrative and executive compensation costs for contracts and programs that provide direct services to clients. Contracts, payment requests and reporting must comply with this Executive Order. The Executive Order can be found at the following website address:

<https://www.governor.ny.gov/executiveorder/38>

NOTE: Advantage After School Contracts maintain a 10 percent cap of the annual award amount for Administrative costs.

1.8 Contract Readiness

The State's Prompt Contracting and Vendor Responsibility provisions require all State agencies to complete contract development and the signatory process within State prescribed timeframes. It is expected that this process will be expedited and awardees will need to be available and prepared to respond within required timeframes. If selected, awardees may be required to travel to Rensselaer for contract development and will need to cover the costs of that travel. Awardees who cannot meet prescribed timeframes for contract development and/or signature will, at OCFS discretion, and barring extenuating circumstances, lose funds awarded. Awardees will need to be available for contract development on or about the week of July 7, 2014. Additionally, contractors will need to be prepared to begin program implementation on September 1, 2014.

Prior to submitting an application for funding, applicants are responsible for various verifications that validate their capacity and organizational authority to receive public funding and operate as a not-for-profit corporation in the State of New York, or both. These verifications include prequalification in the [New York State Grants Gateway System \(GGS\)](#). Once they are registered with the **GGS**, not-for-profits must fill out an online Prequalification Application. Recipients of grants must be prequalified, which allows not-for-profits to be certified by State agencies into the **GGS** before they compete for State contracts. The Application requires the not-for-profit to upload basic organizational documents and answer questions pertaining to their capacity and integrity. Not-for-profits can secure their application materials in the Document Vault where they will be accessible to all State agencies, thereby reducing redundancy and conserving resources. Once successfully prequalified, each applicant must annually update the following three documents: (1) The Char 500; (2) The IRS 990; and, (3) the Audited financial statements. To register and for additional information, visit: www.grantsreform.ny.gov

Recipients of grants must also be registered in the New York State-wide Financial System (SFS) Central Vendor Registry File and provide their Identification Number at the time of contracting. To register and for additional information on the Vendor File, visit:

http://www.osc.state.ny.us/vendor_management/index.htm

Not-for-profit vendors must be registered with the Attorney General's Office as a charitable organization, and the registration must be up to date at the time of contracting. Vendors must be sure all their documents are up to date and comply with the Vendor Responsibility requirements as outlined below. To determine the status of your Charities Registration information, contact: http://www.charitiesnys.com/RegistrySearch/show_details.jsp?id

1.9 Accessibility of Web-Based Information and Applications

Any web-based Intranet and Internet information and applications development, or programming delivered pursuant this procurement must comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-based Intranet and Internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be

conducted by OCFS and the results of such testing must be satisfactory to OCFS before web content will be considered a qualified deliverable under the contract or procurement.

1.10 Contract Management System (CMS)

OCFS has developed a comprehensive, web-based Contract Management System (CMS) providing technology that automates the contract development, claiming, and program reporting process. Vendors awarded contracts under this procurement may develop and electronically sign contracts through CMS. The opportunity to submit claims and program reports online is also available to CMS users. All vendors are required to include the "[Contract Developer, Contract Signatory, and Claim Signatory Authorization](#)", Required Forms section. Vendors opting to use CMS must complete the entire form, while all others may leave the section at the bottom blank. In addition to the Authorization Form, a current Organization Chart that indicates where the organization head or the Chief Administrative Officer and the Contract Developers, Contract Signatories and Claim Signatories appear in relation to the Board of Directors and the organization as a whole must be on file with OCFS, and must be included with the proposal. A description of CMS, including benefits to vendors, follows:

CMS standardizes the contract development process, automating labor-intensive tasks and providing system edits that reduce common errors. Interactive budget and contract documents streamline the development process. Intuitive screens provide a user-friendly environment. Online claiming functionality allows for expedited payment of claims through the use of system edits, elimination of mailing time, and consolidation of all supporting documentation in to one easy to access location. The system facilitates prompt contracting and prompt payment thereby making services available to the children and families of New York State in a timely manner. CMS features will permit vendors to do the following online:

- Develop, manage and electronically sign a contract online
- Receive alerts and notifications regarding the status of contract approval
- Permit correspondence between the vendor and OCFS
- Upload and download contract documents into CMS
- Process online budget modifications
- Process online claims including both advances and expenditures
- Upload supporting documentation for budget modifications and claims
- Submit program reports online
- Check the status of contracts and payments

CMS has no hardware requirements. Minimum computer requirements for participating are simply Internet access, Explorer 6.0 and Acrobat Reader 8.0. Acrobat Reader can be obtained free of charge at: <http://get.adobe.com/reader/otherversions/>

For Macintosh users, Safari 3.1 or higher is recommended and can be obtained free of charge at: <http://www.apple.com/support/downloads/safari.html>

After April 2014, awards resulting from this RFP may be converted to the Grants Gateway System.

Section Two.... GENERAL REQUIREMENTS / INSTRUCTIONS

2.1 Desired Outcomes and Program Requirements

All applications must follow the attached guidelines and be consistent with the Advantage After School Program model as described in the Application Guidelines.

Programs operated in school buildings are preferred; however, other sites will be considered with appropriate justification regardless of the location of the program. The applicant must enter into a signed partnership agreement with a school or school district. If the applicant elects to involve additional partners, they must also enter into the signed partnership agreement.

Advantage After School Programs must operate a five-day-a-week/ three-hour-a-day program directly after school ends. The expectation is that these programs will enroll a group of children or youth who will attend the program daily during the school year. Programs may elect to extend their hours into the evening, particularly when serving older adolescents, and for weekdays during the regular school year when classes are not in session. **Funds are not available for regular weekend and summer programming.**

Required Program Outcomes and Performance Targets

The Advantage After School Program has four Required Program Outcomes:

1. To improve the social, emotional, academic and vocational competencies of school-age children and youth;
2. To prevent and reduce the incidence of out-of-wedlock adolescent pregnancies;
3. To reduce other negative youth behaviors such as bullying, violence and crime; tobacco, alcohol and substance abuse; disengagement from school; school suspension and truancy; and health-compromising behaviors;
4. To provide parents with a safe, after school environment for children and youth.

In addition to the four required Program Outcomes stated above, there are three required Performance Targets designed to positively impact the Program Outcomes that must be developed for each program. Performance targets are the measurable improvements in the condition or behavior of the target population that the program intends to achieve by the end of the contract period. Targets are quantifiable and verifiable indicators of program performance. Performance targets can be either an increase in positive behavior or condition or a reduction in a negative or destructive behavior or condition. A program's success is measured by how well it achieves its performance targets.

The three required Advantage After School Program performance targets are:

- **Child Performance:** Describe, in measurable terms, how students that regularly attend the after school program will enhance their academic achievement, with the goal of reaching the State standards for all subject areas.
- **Child Involvement:** Describe, in measurable terms, the consistency of attendance of enrollees at the after school program. It is important to take into account the need for flexibility in children's attendance due to the irregular schedules of parents and that, as children age, they may be involved in more extracurricular school activities and part-time employment.
- **Parental/Guardian Involvement:** Describe in measurable terms the level of parent involvement and parent satisfaction, both of which have been demonstrated to correlate to the quality of the after school program.

Selected contractors may be required to participate in a performance-based contract reimbursement plan after the first contract year.

Program Quality Assurance Standards

To promote the development of safe and effective after school programs, OCFS has adopted Program Quality Assurance Standards, that awardees will be expected to achieve. The Standards cover staff ratios and qualifications; staff behaviors; inclusion of special populations; program activities; safety and health; space and equipment; youth and parent participation; school-community collaboration; and program leadership. Programs are to prepare a program development plan to reach and maintain these program standards.

Registration Process for School Age Child Care (SACC)

In order to receive Advantage After School Program funds for program operation, programs must meet applicable State laws and regulations. Programs serving children under the age of 13 must complete the registration process for School Age Child Care (SACC) outlined in OCFS Regulations at 18 NYCRR Part 414. Programs serving youth age 13 and over must meet SACC requirements pertaining to buildings, equipment, discipline, fire protection and safety, sanitation, and supervision of children and youth. Programs with both children age 13 and over and children age 12 and under must complete the SACC registration process and all children, regardless of age, will be considered part of the program. However, no children under 13 years of age may be served, and no costs for direct services provided to children under 13 years of age will be reimbursed, prior to completion of the SACC registration process. Eligible start-up costs, however, may be reimbursed prior to obtaining a SACC registration for expenses such as hiring of the program director, equipment, outreach and pre-enrollment efforts and initial hiring of staff. These expenses must be incurred after the start of the contract.

2.2 Proposal Submittal Process

All applicants must be registered with the **New York State Grants Gateway System (GGS)** and **all Not-for-Profit agencies must be prequalified prior to proposal submittal.**

If you are not already registered:

REGISTER WITH THE GRANTS GATEWAY – Registration forms are available at the **GGS** website: www.grantsreform.ny.gov.

- Include your SFS Vendor ID on the form; if you are a new vendor and do not have a SFS Vendor ID, include a Substitute for W-9 with your signed, notarized registration (also available from the website).
- All registration must include an Organization Chart in order to be processed.
- When you receive your login information, log in and change your password.

If you are an applicant, and have problems complying with this provision, please contact the **GGS** help desk via email: helpdesk@agatesoftware.com -- **OR** -- by telephone: 1-800-820-1890.

Proposal Submissions Should Be Addressed To:

Four complete copies of the proposal must be submitted to OCFS in hard copy by or before May 30, 2014 by 5:00 pm and mailed to:

Johnsie Hassan, Director

Advantage After School Program

New York State Office of Children and Family Services

Division of Child Care Services

South Building, 3rd Floor, Room 309

52 Washington Street

Rensselaer, NY 12144-2796

518 474-9454

- *All questions must be submitted by e-mail to AdvantageAfterSchoolRFP2014@ocfs.ny.gov, and will be accepted until May 9, 2014; questions and answers will be posted to the online bidders list on May 16, 2014.*
- The acceptance of late or incomplete submissions will be at the sole discretion of OCFS.
- Proposals may not be submitted via facsimile.

Required Documents

The required documents consist of:

1. Application Cover Page*
2. Program Plan/Narrative including Outcomes and Performance Targets
3. School Community Partnership Agreement(s)*
4. Proposed Budget (link available on page 22)
5. Use of NYS Businesses in Contract Performance*
6. Project Staffing Plan*
7. Board of Director's Profile Form*
8. Minority and/or Women Owned Business Enterprises (M/WBE) & Subcontracting Forms (links available on page 30)
9. Vendor Responsibility Questionnaire* (link available on page 11)
10. Federal Requirements (**ONLY** if Federally Funded)
11. Contract Management System Authorization Form*
12. Certificate of Incorporation Papers (original and any amendments)
13. Audited Financial Statements
14. Applicable Licenses

Documents with an asterisk (*) **can be found at the end of this RFP:**

Bidders must complete and submit the Vendor Responsibility Questionnaire online through the New York State VendRep System.

Required Forms with Original Signatures

*The following three (3) forms in the application always require a **signed submittal with the proposal, on or before May 30, 2014 by 5:00pm.** NOTE: Your submission will not be complete until the required signed forms are received.*

- Board of Director's Profile Form*
- Contract Management System Authorization Form*
- School Partnership Agreement (s)*

Documents with an asterisk (*) **can be found at the end of this RFP:**

2.3 Selection Criteria (Pass/Fail Review Properties)

Proposals/applications must meet the following minimum criteria to be considered for review.

- ✓ *An application Cover Page;*
- ✓ *A Board of Directors Profile with original signature;*
- ✓ *An applicant's Incorporation Papers;*
- ✓ *A School Community Partnership Agreement with Applicant Agency Executive Director and School or district Official's original signature;*
- ✓ *An applicant must be a not-for-profit organization;*
- ✓ *An applicant must be prequalified in the NYS Grants Gateway System.*

Please note that RFPs open to not-for-profits must contain a minimum of five members on the Board of Directors; [this will be confirmed by checking the Document Vault during the application review process.](#)

Proposals will be rated by a Review Team using the following criteria:

Program Development Plan and Activity Description (40 points)

The Program Development Plan should provide clarity and illustrate comprehensiveness of the proposed program and describe how it will serve the target population(s). The Plan should also demonstrate that the proposed program will be implemented in communities or neighborhoods with the highest needs. Data could include, but not be limited to, number of children using detention services, number of children and families on Temporary Assistance for Needy Families (TANF); number of out-of-home placements of children, number of children with incarcerated parents, youth arrest rates, high school drop-out rates, among others. The Performance Targets should relate to proposed program activities and the Advantage After School Program Outcomes. Areas of program design should include:

- Broad range of age-appropriate activities;
- Target population to be served with preference given to disconnected youth and youth with special needs;
- Community Services/Service Learning;
- Linkage between regular school staff and after school staff;
- Use of appropriate and realistic methods and information sources to establish baseline data and verify the Performance Targets;
- Youth and family involvement strategies;
- Activities designed to reduce bullying and promote positive social development;
- Activities and staffing patterns are representative of the community, culture and languages of those receiving services

Pregnancy Prevention Activities (10 points)

The program should describe age-appropriate activities offered by the program that are designed to prevent and reduce adolescent pregnancy. There needs to be a clear description of the specific strategies or programming activities written in the description of program activities.

School Partnership Agreement (10 points)

List the partners in the after school program, what role each will play and how they reflect the needs and the diversity of the community. The Partnership Agreement must include all organizations that will receive funds.

Organizational Capacity (15 Points)

Describe the history of your organization within the community and provide evidence that it has the capacity to serve the target population(s). Describe how the management of your agency supports the proposal for this Advantage After School Program and the Program Standards of Excellence. Also include data on the community's racial and ethnic composition. Describe how the staffing pattern is representative of the community, cultures, and languages of those who are targeted to receive services. Discuss what actions will be employed and activities will be implemented to make program services responsive to the cultural and linguistic needs of the target population and the community.

Budget (25 Points)

The proposal budget must demonstrate a clear relationship between funds requested and the program activities and objectives. The proposal budget must include sufficient funds to operate the program successfully.

NYS Community Schools and the Community, Opportunity and Reinvestment (CORE) Initiative (15 points)

OCFS will award up to a maximum of an additional 15 points to the final score to applicants who receive awards under a State Education Department Community Schools Grant Initiative RFP, or who are partnering to provide services in collaboration with a Community Schools awardee, and/or applicants located in CORE neighborhoods. Information about these two initiatives may be found in Section 1.2. An applicant will receive an additional 15 points if they meet both of these criteria, an additional 10 points if they meet only the Community Schools criterion and an additional 5 points if they meet only the CORE neighborhoods criterion.

Other Scoring Factors

For proposals involving two sites, OCFS reserves the right to request additional information, as needed, to determine the fundability of each individual site and may, at its discretion, negotiate the number of sites and require revisions to the budget for each site as a requirement for funding.

If duplicate applications are submitted for the same site in the same school, OCFS reserves the right to eliminate the duplicate application with the lowest score. In the event of a tie score, funds will be awarded to the lowest bidder.

An Applicant Agency submitting multiple RFP's can only receive up to **two (2)** awards from this funding opportunity. Selection decisions will be based on the final average scores of each proposal, OCFS considerations, and funding availability in the borough or region where the sites are located.

OCFS will invest in services that are responsive to the considerations for Racial Equity and Cultural Competence (RECC) outlined in the above 1.2, OCFS Statewide Considerations.

Method of Award

Funding Allocations by Region/Boroughs

Accepted applications will be ranked according to a final average score from highest to lowest within a region, except in New York City, where the final average score will be ranked from highest to lowest within each borough. The proposed Advantage After School Program site address(s) will be used to assign the proposal to a region. Each proposal may include up to two program sites.

OCFS Counties Listed by Region:

Funds associated with this RFP will be allocated by region, except in New York City, where the funds will be allocated by borough. Listed below are the corresponding counties within each region.

Albany Region:

Albany, Clinton, Columbia, Delaware, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

Buffalo Region:

Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming

Long Island Region:

Nassau, Suffolk

Rochester Region:

Chemung, Livingston, Monroe, Ontario, Schuylar, Seneca, Steuben, Wayne, Yates

Syracuse Region:

Broome, Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

Spring Valley Region:

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

New York City Region, funds will be allocated by borough/county:

Bronx, Kings, Manhattan, Queens, Richmond

OCFS reserves the right to make adjustments to the funding allocations based on program need and based on the total dollar value of the applications submitted in the respective regions and with respect to New York City, by borough.

2.4 Informational Meeting(s)/Bidders Conference and/or Technical Assistance Sessions

Questions will be accepted through May 9, 2014; Q&A's will be posted on line by May 16, 2014

2.5 Contractor Employee and Volunteer Background / Confidentiality Non-Disclosure

Agreement Forms (if applicable)

OCFS is responsible for maintaining the safety of the youth in its care. State Law requires that any client identifiable information be kept confidential. Any contractor who will provide goods and/or services to a residential facility or programs operated by OCFS must require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to complete and sign the [Contractor Employee and Volunteer Background Certification – \(OCFS-4716\)](#) and [Confidentiality Non-Disclosure Agreement – \(OCFS-4715\)](#) forms. These forms must be completed before any such employees and/or volunteers are permitted access to youth in care or custody of OCFS, and/or any financial and/or client identifiable information concerning such youth. **The forms should be completed after the bidder has been awarded funding, during the contract development, and only if applicable.** For additional information see Attachment A-1, Section 3b. [“Confidentiality and Protection of Human Subjects,” located in Section Six: Contract Documents – Attachment A-1, Agency Specific Terms and Conditions.](#)

2.6 Charities Registration - Not-for-Profit Corporations Only

Not-for-Profit corporations that submit proposals must comply with Article 7-A of the State Executive law and the Estates, Powers and Trusts Law, Solicitation and Collection of Funds for Charitable Purposes. The Charities Registration Number or Exemption reason is recorded on the [Application Cover Page, located at the end of the RFP.](#)

2.7 Federal Requirements (If Federally Funded)

See Attachment A-2, Federally Funded Grants, for federally funded opportunities. Attachment A-2, Federally Funded Grants is [located in Section Six: Contract Documents](#).

2.8 Vendor Responsibility Requirements

New York State Finance Law requires that State agencies award contracts to responsible contractors including but not limited to not-for-profit and for-profit vendors. Vendor Responsibility will be determined based on the information provided by the bidder on-line through the New York State VendRep System Questionnaire, or through a paper copy of the Vendor Responsibility Questionnaire. OCFS will review the information provided before making an award.

OCFS reserves the right to reject any proposal if, in the sole discretion, it determines the bidder is not a responsible vendor, or is not, or may not be, during the life of the contract, a stable financial entity. All proposals are subject to vendor responsibility determination before the award is made and such determination can be revisited at any point up to the final approval of the contract by OSC.

Enrolling and completing the Questionnaire online through the New York State VendRep System is the best method because the Questionnaire information and answers are stored in the system. Then, subsequent Questionnaires in response to contracts or Request for Proposals from any state agency would only need to be updated in the system.

To access or enroll in the VendRep System, or update your existing online questionnaire click here: [On-line Questionnaire](#). Questionnaires in the VendRep System that have been completed in the last six months in response to contracts or bid announcements do not need to be updated. If the vendor is using the hardcopy notarized Questionnaire, then it also has to be current within six months of the due date of the proposal.

Vendors opting to complete a paper Questionnaire, can access the Questionnaire by clicking the following link: [Paper Questionnaire](#). Please note that there are separate Vendor Responsibility Questionnaires depending on the contractor status. The Vendor Responsibility Questionnaire Not-For-Profit Business Entity Form must be used by Not-For-Profit Vendors, and the Vendor Responsibility Questionnaire-For Profit Business Entity Form must be used by For-Profit Vendors.

Vendors are also encouraged to have subcontractors file the required Vendor Responsibility Questionnaire on line through the New York State VendRep System. These subcontractors are required to submit a questionnaire when the value of the subcontract is \$100,000 or more.

Prior to executing a subcontract agreement the Contractor agrees to provide the information required by OCFS, to determine whether a proposed Subcontractor is a responsible vendor.

Vendors must provide their New York State vendor Identification Number when enrolling. To request assignment of a Vendor Identification Number or for direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

The New York State VendRep System offers the following benefits:

- Ease of completion, filing, access to and submission of the Questionnaire. Efficiencies are multiplied for vendors who bid and contract with the State frequently or with multiple State agencies.
- Questionnaire updates are easily filed by updating only those responses that require change from the previously saved Questionnaire. (As opposed to a paper copy where a new Questionnaire is required each time there is change.)
- The stored questionnaire information eliminates the need to re-enter data for each subsequent questionnaire submission.
- Reduction of costs associated with paper documents including copying, delivery and filing.
- On-line Questionnaire information is secure and accessible to authorized vendor users only. State agencies can only view certified and finalized Questionnaires.
- VendRep question prompts ensure that the correct forms are completed.

- The VendRep On-Line System contains links to all definitions of the terms used in the Questionnaire.

Note: All Vendor Responsibility Questionnaires must be dated within six (6) months of the proposal due date. Any subcontractors under that proposed contract must also complete a Vendor Responsibility Questionnaire when the value of the subcontract is projected to be \$100,000 or more for the contract term. Refer to Section 2.8 for information about general Vendor Responsibility Questionnaire Requirements and the automated New York State VendRep System.

2.9 Workers' Compensation Law

New York State Workers' Compensation Law (WCL) and Section 142 of the State Finance Law requires that businesses contracting with New York State HAVE and MAINTAIN workers' compensation and disability insurances. In the event an award is made from this RFP, updated proof of coverage must be submitted during contract development. Failure to submit the proof will delay the contract development process. Please note that the OSC has determined that municipalities are not required to show proof of coverage.

Proof of Workers' Compensation Coverage

To comply with coverage provisions of the WCL, the Workers' Compensation Board requires that a business seeking to enter into a State contract submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate workers' compensation insurance coverage. The forms can be accessed at: <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>

- **Form C 105.2** Certificate of Worker' Compensation Insurance issued by private insurance carriers, or:
- **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12** Certificate of Workers' Compensation Self-Insurance; or
- **Form GSI-105.2** Certificate of Participation in Workers Compensation Group Self Insurance; or
- **Form CE-200** Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

To comply with coverage provisions of the WCL regarding disability benefits, the Workers' Compensation Board requires that a business seeking to enter into a State contract must submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate disability benefits insurance coverage. The forms can be accessed at:

<http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>

- **Form DB-120.1** Certificate of Disability Benefits Insurance; or
- **Form DB-155** Certificate of Disability Benefits Self-Insurance; or
- **CE-200** Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

2.10 Required Electronic Payments and Substitute Form W-9

The Governor's Office of Taxpayer Accountability has issued a directive that all State Agency and Authority contracts, grants and purchase orders executed after February 28, 2010 shall require vendors, contractors and grantees to accept electronic payment (e-pay).

Additionally as New York State proceeds with implementing the new Statewide Financial System (SFS), the Office of the State Comptroller (OSC) is preparing a centralized vendor file. To assist OSC in this project, vendors are directed to provide a Substitute Form W-9 which includes the taxpayer identification number, business name, and business contact person. This data is critical to ensure the vendor file contains information State Agencies need to contract with and pay vendors.

Please note that the contractor payee name and address provided to OSC for the e-pay program must match exactly the contractor name and address contained in the contractor's contract with

the New York State Office of Children and Family Services. If these do not match, then a check is printed and mailed to the payee. Note that limited exemptions may be granted for extenuating circumstances.

Vendors should also file a Substitute Form W-9 with their Electronic Payment Authorization Form.

More information concerning these requirements, including forms and contacts for questions, can be found at the following links:

<http://www.osc.state.ny.us/epay/how.htm>

<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/> (Guide to Financial Operations)

2.11 Organizational Chart

The bid must include a current Organization Chart that depicts the entire organization structure and indicates where the organization head or the Chief Administrative Officer and the Contract Developers, Contract Signatories and Claim Signatories appear in relation to the Board of Directors and the organization as a whole. **Please update this document in the Grants Gateway Document Vault.**

2.12 OCFS Rights

OCFS reserves the right to:

1. Place a monetary cap on the funding amount made in each contract award.
2. Change any of the schedule dates stated in this RFP.
3. Request all bidders who submitted proposals to present supplemental information clarifying their proposals either in writing or by formal presentation.
4. Require that bidders demonstrate, to the satisfaction of the OCFS, any feature(s) present as a part of their proposal which may include an oral presentation of their proposal, and may be considered in the evaluation of the proposal.
5. Direct all bidders who submitted proposals to prepare modifications addressing RFP amendments and/or amend any part of this RFP with notification to all bidders. These actions are without liability to any bidder or other party, for expenses incurred in the preparation of any proposals or modifications submitted in response to this RFP.
6. Make funding decisions that maximize compliance with and address the outcomes identified in this RFP.
7. Fund only one portion, or selected activities, of the selected bidder's proposal; and/or adopt all or part of the selected bidder's proposal based on Federal and State requirements.
8. Eliminate any RFP requirements unmet by all bidders, upon notice to all parties that submitted proposals.
9. Waive procedural technicalities, or modify minor irregularities, in proposals received, after notification to the bidder involved.
10. Correct any arithmetic errors in any proposal, or make typographical corrections to proposals, with the concurrence of the bidder.
11. Negotiate with the selected bidder(s) prior to contract award.
12. Award contract to the next highest bidder, if contract negotiations with the selected bidder(s) cannot be accomplished within an acceptable time frame. No bidder will have any rights against OCFS arising from such actions.
13. Award contracts to more than one bidder, or to other than the lowest bidder.
14. Require that all proposals be held valid for a minimum of 180 days from the closing date for receipt of proposals, unless otherwise expressly provided for in writing.

15. Fund any or all of the proposals received in response to this RFP. However, issuance of this RFP does not commit OCFS to fund any proposals. OCFS can reject any proposals submitted and reserves the right to withdraw or postpone this RFP, without notice, and without liability, to any bidder, or other party, for expenses incurred in the preparation of any proposals submitted in response to this RFP, and may exercise these rights at any time.
16. Use the proposal submitted in response to this RFP as part of an approved contract. At the time of contract development, awardees may be requested to provide additional budget and program information for the final contract.
17. Make additional awards based on the remaining proposals submitted in response to this RFP and/or to provide additional funding to awardees if additional funds become available.
18. Make inquiries of third parties, including but not limited to bidders references, with regard to the applicants' experience, or other matters deemed relevant to the proposal by OCFS. By submitting a proposal in response to this RFP, the applicant gives its consent to any inquiry made by OCFS.
19. Require contractors to participate in a formal evaluation of the program to be developed by OCFS. Contractors may be required to collect data for these purposes. The evaluation design will maintain confidentiality of participants and recognize practical constraints of collecting this kind of information.
20. Consider statewide distribution and regional distribution within New York City, including borough distribution methodology, in evaluating proposals.
21. Suspend the Prompt Contracting time frames set forth at Article XI-B of the State Finance Law at the sole *discretion of OCFS, for up to four and one-half months to accommodate the intricacies of contract development and finalization*. Bidders are hereby advised that if they are selected from award, they will receive further written notice, setting forth the specifics and period of suspension anticipated. Prompt Contracting time frames may also be suspended for more than four and one-half months where significant and substantive differences exist between OCFS and the successful bidder, or when the successful bidder fails to negotiate in good faith.
22. Reduce the annual award amount up to 10 percent beginning with the 3rd year of the multiyear contract if the attendance criteria is unmet by the 3rd quarter of the 2nd contract year.
23. Require contractors to use the New York State After School Network (NYSAN), Quality Self-Assessment (QSA) Tool on an annual basis and provide OCFS with a self-improvement plan summary if requested.

2.13 Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should OCFS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OCFS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then OCFS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OCFS reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

2.14 Encouraging Use of New York State Businesses in Contract Performance

The “Encouraging Use of New York State Business Form” is to be used in all solicitations that will involve subcontractors or suppliers. This form is intended to capture statistical data to support the State’s initiative to encourage contractors to utilize New York State businesses when they have subcontracting opportunities or need to purchase supplies. This form is **located at the end of the RFP**.

2.15 Program Plan/Narrative including Outcomes and Performance Targets

The Program Plan/Narrative Describes the Overall Program Design

The purpose of the Program Plan is to provide a clear description of what requested project funds will pay for, the expected outcomes for the proposed project services and the programmatic rationale for the proposed project budget. The program plan/narrative must be responsive to the desired outcomes identified in the RFP, and provide value to the OCFS mission. OCFS expects that all project services funded by this initiative will be designed to be culturally and linguistically competent and cost efficient. Appropriate planning and development activities must be conducted by applicants to promote responsiveness to the target population of this RFP. Services provided must accommodate cultural and linguistic requirements of the target population and/or community to be served.

The Program Plan/Narrative **may** consist of the following sections:

1. Community
2. Target Population(s)
3. Performance Targets
4. Proposed Program
5. Program staff
6. Organization
7. Program Site(s)
8. High Need Communities

Program Summary Plan (One Per Site)

Provide a one-page summary of your program outlining its key features. This summary provides an overview of the program provided at each site, focusing on the key elements of an Advantage After School Program. These elements should all be clearly reflected, and consistent with the information provided in the Program Activity Description and the Quarterly Work Plan. This will be used to inform the public about your project.

- Describe the broad range of age-appropriate activities to be provided to improve the social, emotional, and academic competencies of participating youth. Include basic program activities and any unique features of the program.
- Describe the linkage between regular school staff and after school staff.
- Describe the program’s age appropriate pregnancy prevention strategy for all youth to be served.
- Describe how children with special needs will be included in the program.
- Describe the role of parents and youth in the design and delivery of program activities.
- Describe how the activities and staffing patterns will represent the children and youth served.

Program Narrative - 10 pages double-spaced (One Narrative)

1. Community: Provide information about the community to be served and include county-wide goals or statewide needs assessment(s) that were used to develop the proposal. Include trends that support the demand for the proposed Advantage After School Program services, identify demographic data (including data on the community’s racial

and ethnic composition and information related to disconnected youth), and social and economic changes that may be of significance to the target community to receive project services. Discuss how the proposed Advantage After School Program relates to the overall needs of the community. Identify how the community was involved in planning for the proposed Advantage After School Program. Identify community agency partners that will assist with the Advantage After School Program, and community readiness to receive these services.

2. Target population(s): Describe the participants who will be attending the program, the geographic area or community to be served, cultural/linguistic needs, and discuss why they are targeted to receive services. Describe the target population to be served, including the students who will be involved in the after school program. Be specific about the estimated number of children to be served, including age, grade levels and their school or schools. When establishing the maximum anticipated daily attendance (MADA) for your program(s) and be realistic with the number of youth that you can consistently serve. Describe how you will reach out and involve disconnected youth, defined as youth who are re-entering the community from out-of-home placements and children of incarcerated parents. In addition, describe how you will reach out and involve youth with special needs.

Discuss other indicators that contribute to their need for program services, e.g., disconnected youth; where appropriate RECC. Describe how you will reach out to individuals and/or families who are the ultimate recipients of the proposed services, and those for whom you want to affect some level of change in their status. Describe how you will reach out and engage youth and families.

3. Performance Targets: Provide the rationale for determining a baseline statement (the projected status of the population to be served in the program[s] without the intervention) on which the targets are based and a description of the methods and information sources that will be used to verify target attainment.
4. Proposed Program(s): Describe the specific design of the program(s) and how activities will be provided. Discuss how the proposed model will address the current status of the target population. Include plans for outreach, collaboration and coordination. Cite any special outreach efforts the program(s) will conduct related to disproportionality. Describe the role the target population had in the design of the program and why this approach is the way to achieve the expected outcomes. Discuss cultural and linguistic considerations for the delivery of services to the target population, and how the program will encourage successful case outcomes for the target population. Discuss how the applicant will obtain ongoing input regarding participant and family satisfaction with after school program services from the community.
5. Program Staff: Describe your organization's commitment to the Program Quality Assurance Standards regarding Staffing patterns, Staff Qualifications, Staff Development and Supervision. Describe staffing patterns, expected staff qualifications and if resumes are required, how staff orientation and training will be provided, and supervision of staff. Cultural competence and awareness are critical. Consider whether the staffing pattern for the proposed program by site is representative of the community, cultures and languages that are targeted to receive services. Discuss what activities will be conducted to instill diversity and cultural responsiveness in project services
6. Organization: Describe how the management of your agency supports the proposal for the Advantage After School Program. Describe the history of your organization, experience working with in/or in the target population, and provide evidence that the organization has capacity and any required ability to: recruit, hire and retain staff; conduct activities and services that are responsive to the cultural and linguistic requirements of the communities which their organization currently serves; and demonstrate how the organization will promote effective coordination with other key partners and service providers in the community to promote retention and viability of the proposed project. Attach an organizational chart that shows how this program fits into the organization's goals and mission. Include any affiliations with other community groups.

7. Program Site(s) Describe the program site (school/community building) selection process, including the determining factors and how it demonstrates that it:
- is a good quality space that is safe and accessible;
 - maximizes existing public investments i.e., uses buildings and equipment that public dollars have already been used to create and sustain;
 - strengthens the link between home, school and community.

Also include a clear description of the program design, including time/frequency and format of the after school program. It should provide a clear picture of the weekly activities and events that will be taking place. If your program will be in more than one school site, identify the design for each site and include the following in your description:

- anticipated number of youth to be served in each activity;
 - broad range of age-appropriate activities, including individual activity descriptions and intended outcomes;
 - proposed weekly schedule and hours of operation (youth attend on a regular basis and not as a “drop in” program);
 - linkage between regular school staff and after school staff to integrate what happens in the school day with less formal learning experiences;
 - nutritious snacks to be provided;
 - precautions that will be taken to provide an after school program that is a safe and healthy place for all participants and staff;
 - environment, space and equipment - describe how the environment will be structured to facilitate a variety of simultaneous activities. Programs that serve children under the age of 13 must also meet the SACC regulation requirements;
 - youth and family involvement in the program - describe how the program will involve youth and families in the design and delivery of programs and activities as well as the mechanisms for communicating with parents;
 - Community Service/Service Learning - describe the kinds of activities the youth will be involved in and have available to them in order to provide and experience community service.
 - For all age groups, the Pregnancy Prevention strategy should focus on factors that are common elements to teen pregnancy, as appropriate based on age. The proposal should address the following: improving self-esteem, increasing decision-making skills, expanding awareness of opportunities with a sense of future aspirations, preparing for the world of work and increasing the ability of youth to assess how present actions impact on future responsibility. If the school already has activities designed to reduce teen pregnancy, the After School Program should align with, reinforce and/or augment those program activities.
8. High Need Communities Demonstrate that the proposed program will be implemented in communities or neighborhoods with the highest needs. To demonstrate the needs of communities and neighborhoods, the narrative could include, but not be limited to, the number of children using detention services, number of children and families receiving TANF; number of out-of-home placements of children, number of children with incarcerated parents, and youth arrest rates, among others.

Program Activities Description: (One Per Site)

The Program Activities Description should draw on information from your application description of program activities and the target population and provide an overview of the activities. Provide a description of each program activity listed, including time/frequency and format of the after school program. It should provide a clear picture of the weekly activities and events that will be taking place. If your program will be in more than one school site, complete a separate description for each site. Please include the following:

- anticipated number of youth to be served in each activity;
- broad range of age-appropriate activities, including individual activity descriptions and intended outcomes;

- proposed weekly schedule and hours of operation (youth attend on a regular basis and not as a “drop in” program);

Provide a clear description of the program design, including time/frequency and format of your Advantage After School Program. It should provide a concise list of the weekly activities and events that will be taking place and the target population. Please include the following information:

1. Identify the contracting agency: Organization Name on the top of each page.
2. Identify Program Location: School/Agency: If your program will be in more than one school/agency, complete a separate Program Activity Description for each school/agency location.
3. Identify the Maximum Anticipated Daily Attendance over the course of the program year of your program when it is working to capacity at the site.
4. Identify the grade levels to be served at the site.
5. Insert the time that your program will be open, Monday through Friday during the school year.

The standard is a minimum of three (3) hours per school day immediately following the close of school.

Describe the required information about every program activity that will be offered in your Advantage After School Program. Your program should provide a broad range of activities. Please include how you will make available an effective program that addresses academic, social, cultural diversity and recreational areas, for example:

- Snacks - Group discussions and planning
- Academics - Homework help, Computer Technology
- Social - Team Sports, Quiet Games, Martial Arts, Mentoring and Community Involvement
- Cultural Diversity - Music, Arts and Crafts, Home Economics, Health and Nutrition
- Recreational - Dance, Adventure Games, Physical Activities
- Activity - Identify the program activity that will take place, such as snacks, homework help, basketball, pottery, computer work, etc.
- Brief Description - For each activity give a brief description that will support that activity.

Frequency/Time

Describe when and how often the activity will occur, such as daily, hourly/3 times weekly; monthly, 10-week periods. Scheduling should take into consideration the developmental level of the participants.

Who Will Participate

Identify who will be participating in the activity—noting the age, grade and the number of participants planned to be involved, including whether participants are disconnected youth and/or youth with special needs. Include details regarding how participants might be selected or if attendance is required.

Format

Identify how the activity will be presented, such as large group/small group (indicate the approximate number of participants); individual; and other details as to the procedure in which the activity will be performed during its program time.

Required Performance Targets (One set of three per site)

Performance Targets are the measurable improvements in the condition or behavior of the target population that the program intends to achieve by the end of the contract period. Targets are quantifiable and verifiable indicators of program performance. A baseline must be included. Attainment of several performance targets may be needed to indicate the achievement of a single outcome. Performance targets can be either an increase in positive behavior or condition or a reduction in a negative or

destructive behavior or condition. A program's success is measured by how well it achieves its performance targets. Complete the Three Required Performance Targets.

The Performance Targets are the measurable, verifiable improvements in the condition or behavior of the target population that the project expects to achieve by the end of the contract period. Targets are quantifiable indicators of project performance. Keep in mind that these are the targets that your project will be held accountable for achieving.

Performance Targets ideally should include a statement of the baseline (the projected status of the target population without intervention) on which targets are based and a description of the methods and information sources that will be used to verify attainment.

Programs are required to report on the established **Three Required Performance Targets** for all programs.

Identify the baseline in numerical terms and the verification method for the performance targets. You will be reporting on them in each contract year. All performance targets will be measured in the second year of funding, following the establishment of baselines and testing of effective verification methods during the first year of funding.

In an effort to assist you with developing Performance Targets, please read the following instructions carefully before you complete the Performance Target Form- Worksheet 9.

Explanation of Terms for Performance Targets

Identify how your program intends to have an impact upon a child's life. Advantage After School Programs are trying to reduce negative behavior, reinforce positive behavior, increase academic achievement and expose children to cultural enrichment.

An example of a condition to be affected: Children are currently demonstrating below-average grades.

1. What is the current baseline data for the condition to be affected?

The baseline represents the projected status of a targeted group of children prior to intervention. For the example given, identify the children who are failing one or more subjects.

In numerical terms, what is your best estimate of what will happen to these children without intervention of your program? Base this upon information that the school has provided or your familiarity with the research in that area. For example, the target population of 100 children will continue to fail and drop out of school eventually. The Maximum Average Daily Attendance (MADA) by site should be used as the baseline for the target population.

- Child Performance:** Of the X number of youth attending the program, it would be expected that Y number would perform below grade level; fail one or more subjects, or perform below the state standards.
- Youth Involvement:** Of the X number of youth attending the Advantage After School Program, Y are not involved in any structured activities that promote positive social behavior such as team work, leadership, taking direction, etc. by attending the program on a consistent basis five days a week and would attend less than three days a week .
- Parent/Guardian Involvement:** Of the X of youth attending the program, Y number of youth would have no parental involvement in the after school program.

Please identify clearly the basis or source of your baseline levels.

2. Setting the Performance Target: What degree of change from the baseline do you anticipate with the intervention that you are proposing?

What resources and structure will your program implement to improve the status of the target population? The degree of improvement needs to be measurable. Consider the identified need of each child participating in the proposed intervention at the start of the program and how you will mark improvement. Use percentages and numbers based upon the school's information, educational research and environmental variables in assisting the children's progress academically. The following formula is suggested:

Of the (number of target population) children, who now (baseline data), X (number of participants) will (statement of the degree of change).

For Example:

Child Performance: Of the Y number of youth who are now failing one or more subjects, Z number of youth will pass one of the failing subjects or perform at state standards.

Youth Involvement: Of the Y number of youth who attend less than three days a week, Z will attend three or more days a week.

Parent/Guardian Involvement: Of the Y number of youth with no parent/guardian involvement with the program Z number of youth will have a parent attend a special event, volunteer in the program, complete surveys or serve on a parent advisory committee or have weekly contact with program staff.

3. How do you plan to verify that the project has reached the performance target?

To determine whether or not performance targets have been achieved, you need to devise a means of verification with concrete evidence related to your proposal. This demonstrates the program's ability to benefit the children attending. Means of verification would be: surveys, school records, school reports, program notes, parent letters and formal evaluations.

Child Performance: School staff will share children's grades (with parental permission) on a quarterly basis.

Youth Involvement: After school staff will maintain a daily attendance log for each enrollee.

Parent/Guardian Involvement: After school staff should require parents and guardians to sign in for all activities and events they participate in. Staff should keep a daily/weekly contact log of communications with parents.

Sample

SITE: Adams Elementary

Performance Target 1 of 3

Child Performance: Demonstrate how students that regularly attend the Advantage After School Program will enhance their academic achievement with the goal of reaching the State Standards for all subject areas.

Baseline: *(Projected status in numerical terms of target population without program intervention)*

Of the 100 participants attending the program, 70 fail to complete graded homework

Target: Of the 70 (# program participants) who now fail to complete graded homework (*baseline need/behavior/condition*), 50 (# participants) will start to complete graded homework (*degree of change*).

Verification: *(How you know whether the participants achieved the target) report cards, teacher and parent reports*

How were Baseline Estimates determined? Through school information regarding student performance and grades

Performance Target 2 of 3

Youth Involvement: Demonstrate consistency of attendance of enrollees at the Advantage After School Program.

Baseline: *(Projected status in numerical terms of target population without program intervention)*

Of the 100 participants attending the program, it is anticipated that 40 will attend three or less days per week

Target: Of the 40 (# program participants) who now attend three or less days per week (*baseline need/behavior/condition*), 30 (# participants) will attend four or more days per week (*degree of change*).

Verification: *(How you know whether the participants achieved the target) program daily attendance records and attendance tracking*

How were Baseline Estimates determined? Past experience with programs and population

Performance Target 3 of 3

Parental/Guardian Involvement: Demonstrate the level of involvement of parents and guardians

Baseline: *(Projected status in numerical terms of target population without program intervention)*

Of the 100 participants attending the program, 50 will have no parental involvement with the after school program

Target: Of the 50 (# program participants) who have no parental involvement with the program (*baseline need/behavior/condition*), 30 (# participants) will have a parent attend an event, volunteer or complete a survey (*degree of change*).

Verification: *(How you know whether the participants achieved the target) guest attendance records, returned surveys*

How were Baseline Estimates determined? Parental involvement with school events and community events

2.16 Proposed Budget – AND – Budget Instructions

Use “Interactive Budget for Grant RFP” document to complete the Proposed Budget. Direct link to the Budget document:

<http://ocfs.ny.gov/main/Forms/Contracts/2014%20Grant%20RFP%20Interactive%20Budget.pdf>

Follow these instructions carefully as you complete the Budget forms. Use the following directions to briefly describe the expenses included in each budget category.

The detail requested is essential to expedite the contract process. Accuracy and completeness are critical.

Make Sure:

- The cost of items is described in the budget narrative, and for every line item of expense, include in the narrative the specific calculations for determining the total cost of each item.
- All items covered through OCFS funds must be directly related to the provision of services indicated in the proposal.
- All expenses must be incurred within the contract period.
- All shared costs are prorated.
- Reimbursement for travel, lodging, and mileage costs will not exceed the State rates then in effect.
- All amounts listed on the budget summary form reconcile with the relevant budget narrative information.
- The total of ‘Requested OCFS Funds’ agrees with the amount requested on the Contract Face Page and Application Cover Page.

Allowable Use of Program Funds

- Funds provided through the Advantage After School Program are intended to be used for the direct delivery of program services and activities to program participants. These funds may not be used to supplant existing public funds. Funds for required data collection, training staff, encouraging parent participation, recruiting and retaining hard-to-reach youth, involving youth in program design and delivery, program scheduling, daily program coordination and staff supervision are considered direct service activities for this program and are allowable. Funds used for a program coordinator and data entry clerk are considered a program cost and also an allowable expense.
- Up to ten percent (10%) of the Advantage After School Program funds awarded may be used for administrative purposes provided as either indirect or direct charged items. Administrative purposes include overall organizational management, financial management and secretarial services, custodial costs prorated using factors such as percent of time of custodial staff and percent of square footage occupied by the Advantage After School Program site. The ten percent (10%) limit would include such administrative costs as the Advantage After School Program-related part of salaries of the executive director, fiscal staff, and secretarial staff. Other overhead costs (equipment lease, supplies, other expenses) that are part of the larger agency and are related to operation of the Advantage After School Program, including the space needs of the coordinator when the school site is unavailable, would also be included as administrative purposes. Administrative costs must be itemized in the budget.

Non-Allowable Costs:

- Advantage After School Program funds **may not be used for:** charging rent or utilities for a public structure (e.g.: a school building), purchasing land, buildings, transportation, stipends*. (*Stipend, in this RFP, means periodic payments to a child to attend the Advantage After School Program. The following items cannot be included as OCFS funded costs within the project budget:
- Major capital expenditures such as acquisition, construction or structural renovation of facilities.
- Interest costs, including costs incurred to borrow funds.
- Costs for preparation of continuation agreements and other proposal development costs.
- Costs of organized fundraising.
- Legal fees to represent agency/staff.

- Advertising costs, except for recruitment of project personnel, program outreach and recruitment of participants.
- Entertainment costs, including social activities for program and staff, unless directly associated with the project.
- Costs for dues, attendance at conferences or meetings of professional organizations, unless attendance is necessary in connection with the project.
- Construction/renovation work.

Local Share and Charging Fees

- **There is no local match requirement for this grant; however, OCFS suggests that all contractors provide a 25 percent local share to the amount of Advantage After School funds requested. The contribution of local share is not considered as a rating factor.** This share may be from other governmental funding, schools, private funds, in-kind services and/or parental fees. While the value of donated program space is not an eligible local share, the value of donated services related to the operation of the program, such as additional security and extended building cleaning services, may be included as part of the local share. The value of in kind space for a public structure is not considered as a local share contribution. Transportation, capital improvement costs and the purchase of property may be included under local share as matching funds, if explained fully in the budget narrative.
- The suggested local share may include funds raised through local tax dollars, other government grants, philanthropic donations and parental fees. Locally matching funds may be used to support all aspects of the program - utilities, transportation, equipment, supplies, administration and staffing. The excel budget form automatically calculates the totals. Please carefully review the budget instructions.
- Note that the budget summary enters automatically as you complete the other sections. Please do not begin with the summary.

Charging Fees

Organizations have the option of operating a program with or without charging fees. If the program is considering charging fees, your program policy regarding fees as well as your fee schedule must be submitted to OCFS. The program must describe the procedures it will use so that fee charging does not impose a significant barrier to youth enrolling in the program. Youth are not to be excluded based on their ability to pay. All fees received for youth attending the Advantage After School Program must be used to support the operation of that program within the contract year and must be listed in your program budget under local share.

Check your proposed budget for the following ten (10) elements:

1. The numbers entered in the Budget Summary reflect the information on attached Budget & Narrative pages, the Program Summary Page and the Cover Page.
2. All column and line totals add up. Check your math.
3. Estimated costs are charged to respective cost categories (budget lines) according to the definitions for each cost category.
4. All items included in the budget are directly related to the services to be provided.
5. All expenses will be incurred within the 12-month contract period.
6. All budget requirements are included.
7. All costs, including the amount requested, are within State guidelines, and are allowable TANF costs.
8. The cost of items included in each budget category is described in the budget narrative.
9. All items in the proposed budget are consistent with the goals and objectives of the Project Narrative.
10. OCFS will not pay for costs incurred in the submission of a proposal and costs prior to the start date of the contract will not be reimbursable.

A. PERSONAL SERVICES:

Personal Services Salaries

This section should contain only the positions that will be directly working in the After School Program(s) of staff on the Agency payroll. If the proposal is for more than one site all staff working in both programs and all related expenses should be listed in the budget.

- Number of weeks per year this project will be operating refers to the number of weeks the program is available to participants during the school time of the contract period and should not reflect summer months or vacations during the school year when the program does not operate. Titles - can reflect the titles your agency uses for program staff. If you use the Data Entry Clerk title, the hours per week charged to OCFS cannot exceed 20 hours. Any additional hours must be shown as local matching funds.
- List the percentage of time each staff will spend on this project
- Percentage of time an employee is engaged in this project (or projects) cannot exceed 100 percent. The Program Coordinator title or its equivalent can be charged the OCFS as a full time employee for 52 weeks. All other staff are part time and work mainly when the program operates except for start-up and closing time, specific staff training days that cannot be held during the school year and a few extra hours during the week for activity planning and staff meetings.
- List the base (annual) salary for each staff position.
- The base salary should reflect the employee's actual annual salary. The annual salary should be consistent across all projects that the employee's time is charged to.
- **To calculate the projected salaries of each title the following variables must be included on each title line in the budget:**

Number in Title - should reflect the number of people in the specific title working on the Advantage After School program.

Average Hourly Rate should reflect the projected number of hours that a title will be paid. This will allow you to include adequate staff who will be paid at a starting rate and those who may be paid at a higher rate when increments for time or training are added.

Average Hours per Week should reflect the projected number of hours individuals in that title work each week. This will allow you to include adequate resources to include staff who will be for a range of hours each week, such as specialists who work 2-3 hours a week, or recreational specialists who work 10-15 hours a week, for example.

Note: Please combine as many like positions in the same titles, regardless of the # of hours or fluctuation in hourly rate. Funding stream amounts per title should be as close as possible to the calculated title value. ***This information should be typed on the lines provided under the Position/Title column of the budget. (i.e. 2 Site Supervisors- work 15 hours per week x \$15 per hour x 38 weeks=\$17,100)***

- If a position has both Administrative and Programmatic responsibilities, show the position on two lines; one for Programmatic responsibilities with associated percentage of time and one for Administrative responsibilities with associated percentage of time. Identify Administrative positions next to the title on the budget line
- List total fringe cost for all personnel.
- If the proposed project is currently operational provide information on the percentage of salary raise, if any, included in the requested budget. Justification must be provided for raises.
- If you anticipate cost of living or merit raise during the contract year, include the increases in the base annual salary charged to project, and note the effective date of the raise.

Personal Services Salary Narrative: Give a brief description of the program related responsibilities of each staff position supported by the grant funds. If staff are providing direct supervision to youth and are listed on the staffing plan, the narrative must state "provides direct supervision to youth."

Fringe

- List the fringe rate(s) and the positions to which the rate(s) apply.
- The Total Fringe Benefits chargeable to this contract should not exceed the current approved fringe rate, which can be found on the NYS Office of the State Comptroller's web-site at <http://www.osc.state.ny.us/agencies/abulls/a635.htm>. A higher rate may be considered with justification; any such justification must be included with your application.

- Provide a complete list of benefits used to calculate rate(s); (i.e., Social Security-FICA, NYS Unemployment Insurance-SUI; NYS Disability Insurance and Worker’s Compensation). These can be listed on the extra lines under “Personal Services” – Be sure to clearly identify “Fringe.”

B. NON-PERSONAL SERVICES:

Contractual/Consultant Services

- Contractors must get prior written approval from OCFS for any agreement, or series of agreements, with a single subcontractor that exceeds \$50,000 or 50 percent of the contract value during the contract term. The contractor must receive such approval prior to executing the subcontract agreement, implementing any activity under its term, or expending contract funds under its term. Prior approval is also required for any cost or term amendment to approved subcontracts or as otherwise requested by OCFS.
- This category includes costs for institutions, individuals, or organizations external to the agency.
- Justify the need and/or purpose for the contractual/consultant services in the narrative.
- Include expenses for equipment rental/lease agreements.
- Specify the services to be provided and indicate how the cost was determined.
- Delineate between Administrative and Program items.
- Indicate whether consultant’s rate includes travel and lodging.
- The OCFS share of travel expense must be based upon State guidelines; payment cannot exceed the State rates then in effect. Refer to: <http://www.osc.state.ny.us/agencies/travel/travel.htm>
- If a subcontractor or consultant expense is more than \$15,000, three written bids are required. If other than the lowest bidder was selected, please provide justification.
- If the consultant/contractor is reimbursed at an hourly rate, the hourly rate and the number of hours must calculate accurately and be included in the budget narrative.

Equipment Rental

- Clearly describe item(s).
- Include model # and specifications if possible.
- Indicate term and rate of rental.
- Provide a justification for the rental of all equipment.

Vehicle Lease

- Vehicle Lease for participant travel, when such travel has been approved by OCFS, must be programmatically justified.
- Explain the purpose of the travel.
- Number of participants.
- Estimated miles.
- Frequency of travel (e.g., per day, per week).
- Be as clear as possible in explanation of need and cost.
- Show the percentage of time the vehicle will be used by the project and only include requested funds for this percentage.

Travel

- Includes staff travel only.
- Consultant travel should be shown under the Subcontractor/Consultant category.
- Client travel should be shown under the Other Expenses category (local share only).
- Reimbursement for travel, lodging, and mileage costs will not exceed the State rates then in effect.
- The OCFS bases travel reimbursements on the latest approved policies and rates set forth by the NYS Office of the State Comptroller (OSC).
- Approved mileage rates are updated on the OSC web page: <http://www.osc.state.ny.us/agencies/travel/travel.htm>
- Travel costs include the following: air travel, train, personal auto, bus, taxi, parking fees, thruway tolls, lodging, and meals.
- Explain which staff will be traveling and the destination, purpose, and frequency of travel.
- For local/day travel and extended travel, list the following for each trip: destination, length of stay, purpose, number of travelers, mode of transportation and cost, meals and lodging costs.
- Any conferences or trainings to be attended need to be an integral and essential part of this particular program and necessary and in connection with the project to be funded.
- Out of state travel is not allowed.

Equipment

- Equipment is defined as tangible personal property having a useful life of two (2) years or more and an acquisition value of \$5,000 or more per unit.
- Equipment may be purchased or rented whichever is more economical. Equipment rental should be shown under the "Contractual/Consultant" category.
- Cars or vans cannot be purchased. They may be leased if required for program operation. If vehicles are leased, the costs must be listed under the Contractual/Consultant section of the budget.
- Any budget requests for equipment purchase, using grant funds, must be fully explained and justified by program need. Note that equipment purchases are generally not allowed for 12-month contracts.
- Itemize any equipment to be purchased by type and cost.
- Explain the program function and need for all items. Be as specific as possible.
- Clearly describe the item and itemize the cost. If the item is to be used by more than one program, the cost must be pro-rated.
- Delineate between Administrative and Program Items.
- Obtain three price quotes for any single equipment item costing over \$2,500 or three written bids for any single item costing over \$5,000. If other than the low bidder is selected, a statement must be submitted indicating why that vendor was selected.
- Computer for data entry collection is required.

Supplies

- Supplies are those items consumed during the term of this contract.
- Describe items to be purchased and provide details showing how estimated costs were developed.
- List major supply items (office, program, janitorial, etc.).
- Justify these costs in terms of number of staff and programmatic functions, and how the request relates to service provision.
- Delineate between Administrative and Program items.

Other Expenses

- Food/refreshments are not an allowable expense for staff. Daily nutritious snacks for participants are required.
- Include items that are not applicable under any other category and that are directly related to the services to be provided.
- These items may include: postage, client travel (local share only) utilities (non-school sites only), telephone, internet, shipping, delivery and messenger services, insurance, reprint permissions, reproduction, photocopying and printing costs, audio-visual and print production costs, materials, development costs, advertising costs for recruiting new hires, books, journals, periodicals, computer time, library services, audio-visual services, keypunch services, facility rental, and off-site rental.
- Information on these costs, including how the estimates were calculated (e.g., cost per hour, cost per page, cost per square foot, etc.) should be provided in the budget narrative.
- Program special events such as a kick off or year-end event and special family events.
- Local SACC training costs, staff physicals as related to Program SACC license requirements.
- Delineate between Administrative and Program items.

Printing Services

- All agencies and subcontractors must make reasonable efforts to secure the lowest responsible bidder for printing services.
- In instances where a printing job is in excess of \$5,000, documentation of three (3) telephone bids is required showing that the lowest cost source has been used. This information must be provided with the payment claim. The State strongly encourages the participation and utilization of minority and women-owned printing firms.
- Program materials printed using these funds must be pre-approved by OCFS.

Indirect Costs

- Indirect Costs are considered in the total Administrative Costs for this project.
- A copy of the federally approved indirect cost agreement, with narrative, addendum, and an expiration date must be submitted as part of the proposal.
- OCFS will reimburse the federally approved rate up to a maximum of **10 percent** of the grant award.

- General administrative costs, such as accounting and legal services, and overhead costs, such as office rent and utilities, should be combined and included under “other” as an indirect cost, only if you have an approved federal indirect cost rate agreement.
- If using an indirect rate, do not include related costs, as listed in the approved indirect cost rate agreement, elsewhere in your budget.
- Some common methods of allocating indirect costs are based upon time, space, units of service or percentage of funding.

Administrative/Indirect Costs

OCFS will reimburse the federally approved indirect rate up to a maximum of 10 percent of the grant award. Total administrative costs (indirect plus any direct charged administrative personnel, related fringes and non-personal services) are limited to 10 percent of the grant award.

If your agency does not have an approved indirect rate as described above, you must direct charge these costs in the appropriate budget category. All costs included in the direct cost categories must be directly attributable to the project. State Finance Law and Generally Accepted Accounting Principles require that any expense incurred over more than one funding source or program must be charged proportionately, and the method of allocation must be documented.

Section Three.... CONTRACT POLICY INFORMATION

3.1 **Minority- and Women-Owned Business Enterprises (MWBE) – Equal Employment Opportunity (EEO) - Requirements & Procedures**

This section outlines Contractor requirements and procedures for business participation opportunities for New York State certified Minority- and Women-Owned Business Enterprises (MWBE), and Equal Employment Opportunities (EEO) for minority group members and women.

New York State Executive Law (Article 15-A)

Pursuant to New York State Executive Law Article 15-A, the New York State Office of Children and Family Services (OCFS) recognizes its obligation to promote opportunities for maximum feasible participation of certified Minority and Women-Owned Business Enterprises (M/WBEs) and the employment of minority group members and women in the performance of OCFS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether M/WBEs had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of M/WBEs in state procurement contracting versus the number of M/WBEs that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified M/WBE Program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, (which requires, among other things, that OCFS establishes goals for maximum feasible participation of New York State certified M/WBEs and the employment of minority group members and women in the performance of New York State contracts. In order to be recognized as a certified MWBE, a vendor must be for-profit and certified by Empire State Development.

Business Participation Opportunities for M/WBEs – OCFS Established Goals

For purposes of this solicitation, OCFS hereby establishes an overall goal of 22.5 percent for M/WBE participation with a recommended breakdown of 9.5 percent for Minority-Owned Business Enterprises (MBE) participation and 13 percent for Women-Owned Business Enterprises (WBE) participation (based on the current availability of qualified MBEs and WBEs). It is expected that all Contractors make a good-faith effort to utilize M/WBEs when there is an opportunity to subcontract or purchase supplies to carry out a contract with the New York State Office of Children and Family Services.

A Contractor must document good faith efforts to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of the Contract, and Contractor agrees that OCFS may withhold payment pending receipt of the required M/WBE documentation. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com>. This website (known as New York State Contract System – NYSCS) was developed to facilitate New York State's Minority and Woman-Owned Business Enterprise (M/WBE) initiatives as set forth in Article 15-A of Executive Law. NYSCS offers tools that can be used by businesses, as well as NYS Agencies, to expand the role of minorities and women-owned businesses in the economic activities of New York State. This website contains:

- A Directory of all Certified Minority and Women-Owned Businesses. This database is designed to allow end-users the capability to search for M/WBE vendors in a variety of ways; for example, by region, product type, product category or name.
- A portal to be used by Agencies and Businesses at the prime and sub-prime level to record, monitor and report M/WBE goal attainment in state funded contracting. (The NYSCS allows only the reporting of money spent with Certified M/WBEs.)
- Links to the latest bid and grant opportunities from State agencies, authorities and state universities.
- Information on the Empire State Development Corporation and the Governor's M/WBE Program.

Vendors interested in doing business with New York State agencies are encouraged to familiarize themselves with this resource before the contracting process begins, since it contains the information needed to identify Certified M/WBEs, which is required for compliance.

For guidance on how OCFS will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8 at the following website:

http://www.esd.ny.gov/MWBE/Data/122210_MWBE15-ARegs.pdf

In accordance with 5 NYCRR §142.13 (Provisions in Contracts; Violations), the contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the M/WBE participation goals set forth in the contract, such finding constitutes a breach of contract and OCFS may withhold or recover payment from the contractor as liquidated or other damages, as well as impose other such remedies as determined necessary. Such liquidated damages shall be calculated up to an amount equaling the difference between: (1) all sums identified for payment to M/WBEs had the contractor achieved the contractual M/WBE goals; and (2) all sums actually paid to M/WBEs for work performed or materials supplied under the Contract.

Notice of Deficiency (Issued to Contractor if warranted by OCFS)

OCFS expects its contractors to demonstrate good faith efforts to provide meaningful participation by M/WBEs as subcontractors or suppliers in the establishment of M/WBE goals in accordance with agency standards and in the performance of the contract. This includes the contractor's requirement to properly document said efforts. OCFS will work collaboratively with contractors, whenever possible, to lend technical assistance to accomplish successful compliance with the requirements set forth in Article 15-A of the NYS Executive Law to minimize the need for punitive or other corrective actions.

However, when it is determined that no other recourse is possible, a **Notice of Deficiency** may be issued to the contractor. The issuance of a **Notice of Deficiency** may occur during contract development, prior to full execution of the contract, or at any point during the term of the contract. The determination of deficiency will be made by OCFS, following the review of information provided by the contractor.

If OCFS issues a **Notice of Deficiency**, the contractor must respond to the notice within seven (7) business days of receipt, by **submitting a written remedy to (NYS Office of Children and Family Services, Equal Opportunities and Diversity Development Unit, Room 205 South Building, 52 Washington Street, Rensselaer, NY 12144 – Attn: Affirmative Action Administrator)**. If the written remedy submitted is not timely or is found by OCFS to be inadequate, OCFS may notify the contractor of any inadequacies in the response. As a result, the contractor may be directed by OCFS to submit an [OCFS-4442 - M/WBE Request for Waiver Form](#) within seven (7) business days, requesting either a partial or total waiver of MWBE participation goals. Failure to file the Request for Waiver Form in a timely manner may be grounds for disqualification of the proposal or contract. Completed Request for Waiver Forms must be **signed and emailed to: mwbeinfo@ocfs.ny.gov**.

Please be advised that **there are no automatic waivers**. All requests for waivers will require **both the approval of OCFS and the Governor's Office**.

Required Documentation

By submitting this proposal, bidder/contractor agrees to complete and submit the following forms, documents and/or requested information, as required or applicable, as evidence of compliance with the foregoing. Once a contract is awarded, OCFS may disqualify a contractor as being non-responsive if the contractor fails to submit any of the below-noted three (3) forms/documents listed with an asterik (*), which are required during contract development; **OR**, if OCFS determines that the contractor has failed to document good faith efforts to comply with Article 15-A.

It is expected that all contractors make a good-faith effort to utilize Minority and/or Women-Owned Business Enterprises (M/WBEs) when there is an opportunity to subcontract or purchase supplies to carry out a contract with OCFS.

- [OCFS-4629 - Project Staffing Plan Form](#) * (Submit with Proposal)
 This form is to be completed by the bidder and submitted as part of their proposal identifying the anticipated work force to be utilized on the contract. Any modifications or changes to the Project Staffing Plan form after a contract is awarded must be reported on a revised Project Staffing Plan form, on a quarterly basis. **Submit with proposal to (Program contact name, division and bureau, address).** If there are no personal service dollars committed to the contract then the Project Staffing Plan form is not required.
- [OCFS-3460 – M/WBE – Equal Employment Opportunity Policy Statement](#) * (Applies to Contract Awardees ONLY)
 This document is to be completed by the contractor and submitted to OCFS, pursuant to Article 15-A of the NYS Executive Law. OCFS-3460 is provided to contractors/subcontractors as a model Policy Statement and may be used if the contractor/subcontractor lacks an M/WBE-EEO Policy Statement that is acceptable pursuant to Article 15-A. The contractor/subcontractor has the option to use this model statement or create an appropriate M/WBE–EEO Policy Statement to be submitted to OCFS for approval. More information on the M/WBE-EEO Policy Statement can be found in the [MWBE Appendix](#). **Completed Document: To be signed and emailed to: mwbeinfo@ocfs.ny.gov.**
- [OCFS-4631 – Subcontracting/Suppliers Utilization Form](#) * (Applies to Contract Awardees ONLY)
 This form is to be completed and submitted by the contractor during the contract development stage for the purpose of identifying anticipated M/WBE utilization and during the term of a contract to report actual M/WBE participation goals achieved. Contractors should attempt to utilize, in good faith, any MBE or WBE identified on the Subcontracting/Suppliers Utilization Form, during the performance of the Contract. **Completed Form: To be signed and emailed to: mwbeinfo@ocfs.ny.gov.**
- [OCFS-4630 - Subcontractors and Suppliers Letter of Intent to Participate Form](#) (Applies to Contract Awardees ONLY)
 This form is to be completed and submitted by the proposed M/WBE Subcontractor/Supplier during the contract development stage, **and attached** to the [OCFS-4631 – Subcontracting/Suppliers Utilization Form](#) for each certified M/WBE the contractor proposes to utilize as subcontractors, service providers or suppliers. If the MBE or WBE proposed for any portion of this proposal/contract is a part of a joint venture or other temporarily formed business arrangement, the name and address of the joint venture or the temporarily formed business entity should be indicated. If the subcontractors are unknown at the time of the award, enter prime contractor information and enter “unknown” in the “subcontractor/supplier” section. **Completed form: To be signed and emailed to: mwbeinfo@ocfs.ny.gov.**
- [OCFS-4441 - M/WBE Quarterly Report Form](#) (Applies to Contract Awardees ONLY)
 This form is to be completed and submitted by contractor within 15 days following the end of each applicable reporting quarter over the term of the contract, documenting the progress made toward achievement of the MWBE goals of the contract. **Completed Form: To be signed and emailed to mwbeinfo@ocfs.ny.gov.**

Equal Employment Opportunity (EEO) Requirements

By submission of this proposal, the Bidder/Contractor agrees with all of the terms and conditions of the State of New York Master Contracts for Grants, including Section IV. Additional Contractor Obligations, Representations and Warranties, J. Equal Opportunities for Minorities and Women; Minority and Women-Owned Business Enterprises and Appendix M/WBE. The Contractor is required to ensure that any subcontractors awarded a subcontract over \$100,000 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, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed (religion), color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Further, pursuant to Article 15-A of the NYS Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, national origin, sex, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

3.2 Omnibus Procurement Act

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 on the internet at www.esd.ny.gov. For additional information and assistance, contact:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
Email: opa@esd.ny.gov

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
633 Third Avenue
New York, New York 10017
Telephone: 212-803-2414
Email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/frontend/vendorsearchpublic.asp>

NOTE: Companies requesting lists of potential subcontractors and suppliers are encouraged to identify the SIC code, size and location of vendors.

A directory of minority and women-owned business enterprises is available on the internet at www.esd.ny.gov. For additional information and assistance, contact either of the above listed offices.

The Omnibus Procurement Act of 1992 requires that by signing a bid proposal, contractors certify that whenever the total bid amount is greater than \$1 million:

1. The contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State.
2. Document their efforts to encourage the participation of New York State business enterprises as suppliers and subcontractors by showing that they have:
 - Solicited bids, in a timely and adequate manner, from New York State Empire State Development business enterprises including certified minority/ women-owned businesses, or
 - Contacted the New York State Empire State Development to obtain listings of New York State business enterprises and MWBEs, or
 - Placed notices for subcontractors and suppliers in newspapers, journals or other trade publications distributed in New York State, or
 - Participated in bidder outreach conferences.
 - If the contractor determines that New York State business enterprises are not available to participate on the contract as subcontractors or suppliers, the contractor shall provide a statement indicating the method by which such determination was made.
 - If the contractor does not intend to use subcontractors, the contractor shall provide a statement verifying such.
3. The contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-961), as amended.
4. The contractor will be required to notify New York State residents of employment opportunities through listing any such positions with Community Services Division of the New York State Department of Labor, providing for such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The agency agrees to document these efforts and to provide said documentation to OCFS upon request.
5. Bidders located in a foreign country are notified that the State may assign or otherwise transfer offset credits to third parties located in New York State, and the bidders shall be obligated to cooperate with the State in any and all respects in making such assignment or transfer, including, but not limited to, executing any and all documents deemed by the State to be necessary or desirable to effectuate such assignment or transfer, and using their best efforts to obtain the recognition and accession to such assignment or transfer by any applicable foreign government.
6. Bidders are hereby notified that state agencies and authorities are prohibited from entering into contracts with businesses whose principle place of business is located in a discriminatory jurisdiction. "Discriminatory jurisdiction" is defined as a state or political subdivision which employs a preference or price distorting mechanism to the detriment of or otherwise discriminates against a New York State business enterprise in the procurement of commodities and services by the same or a non-governmental entity influenced by the same. A list of discriminatory jurisdiction is maintained by the Commissioner of the New York State Empire State Development.

3.3 Procedure for Handling of Protests/Appeals of Bid Requirements and Proposed Awards (OCFS) Procedure for Handling of Protests/Appeals of Bid Requirements and Proposed Awards

Section 1: Applicability

Section 2: Definitions

Section 3: Informal Complaints or Protests

Section 4: Formal Protest Procedure

Section 5: Appeal of Formal Protest Decision

Section 1: Applicability

The intent and purpose of these guidelines is to set forth the procedure to be utilized when an interested party challenges a contract award by OCFS. These guidelines shall apply to all contract awards by OCFS.

Section 2: Definitions

1. "Interested party" means a participant in the procurement process and those whose participation in the procurement process has been foreclosed by OCFS.
2. "Contract award" is a written determination from OCFS to an offeror indicating that OCFS has accepted the offeror's bid or offer.
3. "Protest" shall mean a written challenge to a contract award by OCFS.
4. "Procurement" shall mean any method used to solicit or establish a contract. (i.e. invitation for bid, request for proposal, single/sole source, etc.)
5. "Protesting party" is the party who is filing a protest to the bid, contract award, or other aspect of procurement.

Section 3: Informal Complaints or Protests

In order to reduce the administrative burden and to be responsive to interested parties, other than as provided below, OCFS staff will be receptive to and attempt to resolve issues, inquiries, questions and complaints on an informal basis, whenever possible. Information provided informally by any interested party will be fully reviewed by the OCFS Program Division responsible for the Procurement. Matters that are identified by the interested party as containing, or that OCFS perceives to contain, potentially confidential or trade secret information, may be shared internally within OCFS as necessary. OCFS staff will document the subject matter and results of any informal complaints and inquiries. OCFS' response to the informal complaint or inquiry will indicate the existence of a formal protest policy available to the interested party should the informal process fail to resolve the matter.

Final OCFS determinations or recommendations for award may be reconsidered only in the context of a formal written protest.

Section 4: Formal Protest Procedure

Any interested party who believes that there are errors or omissions in the procurement process, who believes they have been aggrieved in the drafting or issuance of a bid solicitation or who believe they have been treated unfairly in the application, evaluation, bid award, or contract award phases of the procurement, may present a formal protest to OCFS and request administrative relief concerning such action.

A. Submission of Bid or Award Protests

1. Deadline for Submission
 - a. Concerning Alleged Errors, Omissions or Prejudice in the Bid Specifications or Documents: Formal protests which concern alleged errors in the drafting of bid specifications must be received by OCFS at least ten (10) calendar days before the date set in the solicitation for receipt of bids.
 - b. Concerning Proposed Contract Award: Formal protests concerning a pending contract award must be received within five (5) business days after the protesting party knows or should have known of the facts which form the basis of the protest. Formal protests will not be accepted by OCFS concerning a contract award after the contract between OCFS and the offeror who received the contract award has been approved by the Office of the State Comptroller.

B. Review and Final Determination

1. Formal protests must be filed with the OCFS Associate Commissioner of Administration. Any protests filed with the OCFS Program Division responsible for the procurement will be advanced to the Associate Commissioner of Administration. Copies of all protests will be provided by the Associate Commissioner of Administration to the OCFS Division of Legal Affairs and other necessary parties within OCFS, as determined by the Associate Commissioner of Administration.
2. Formal protests shall be resolved through written correspondence; however, either the protesting party or OCFS may request a meeting to discuss a formal protest. Where further formal resolution is required, the Program Division responsible for the procurement may

designate a State employee not involved in the procurement action ("designee") to determine and undertake the initial resolution or settlement of any protest.

3. The OCFS Program Division responsible for the procurement will conduct a review of the records involved in the protest, and provide a memorandum to the Associate Deputy Commissioner of Administration or the Associate Deputy Commissioner's designee summarizing the facts, an analysis of the substance of the protest, and a preliminary recommendation including: (a) an evaluation of the findings and recommendations, (b) the materials presented by the protesting party and/or any materials required of or submitted by other bidders, (c) the results of any consultation with the OCFS Division of Legal Affairs, and (d) a draft response to the protest.
4. A copy of the final protest decision, stating the reason(s) upon which it is based and informing the protesting party of the right to appeal an unfavorable decision to the OCFS Executive Deputy Commissioner shall be sent to the protesting party or its agent within thirty (30) business days of receipt of the protest, except that upon notice to the protesting party such period may be extended. The final protest determination will be recorded and included in the procurement record, or otherwise forwarded to the Office of the State Comptroller (OSC).

C. Appeals

1. The final protest determination shall be deemed a final and conclusive agency determination unless a written notice of appeal is received by the OCFS Executive Deputy Commissioner no more than 15 business days after the date the final protest decision is sent to the protesting party.
2. The Executive Deputy Commissioner or his or her designee shall hear and make a final determination on all appeals.
3. An appeal may not introduce new facts unless responding to facts or issues unknown to the protesting party prior to the final protest determination.

D. Reservation of Rights and Responsibilities of OCFS

1. OCFS reserves the right to waive or extend the time requirements for protest submissions, decisions and appeals herein prescribed when, in its sole judgment, circumstances so warrant to serve the best interests of the State.
2. If OCFS determines that there are compelling circumstances, including the need to proceed immediately with contract award and development of final contracts in the best interests of the State, then these protest procedures may be suspended and such determination shall be documented in the procurement record.
3. OCFS will consider all information relevant to the protest, and may, at its discretion, suspend, modify, or cancel the protested procurement action, including solicitation of bids, or withdraw the recommendation of contract award prior to issuance of a formal protest decision.
4. OCFS will continue procurement and contract award activity prior to the final protest determination. The receipt of a formal bid protest will not stop action on the procurement and award of the contract(s) or on development of final contracts.
 - a. The procurement record and awarded contract(s) will be forwarded to OSC, and a notice of the receipt of a protest and any appeal will be included in the procurement record. If a final protest determination, or a final decision on an appeal, has been reached prior to transmittal of the procurement record and the contract(s) to OSC, a copy of the final determination or decision will be included in the procurement record and with the contract(s).
 - b. If a final protest determination is made after the transmittal of the procurement record and contract(s) to OSC, but prior to OSC approval, a copy of the final OCFS determination will be forwarded to OSC when issued, along with a letter either: a) confirming the original

OCFS recommendation for award(s); b) modifying the proposed award recommendation; or c) withdrawing the original award recommendation.

5. All records related to formal protests and appeals shall be retained for at least one (1) year following resolution of the protest. All other records concerning the procurement shall be retained according to the applicable requirements for records retention.

Section 5: Appeal of Formal Protest Decision

If the protesting party is still not satisfied with the result of its protest after conclusion of the appeal to the OCFS Executive Deputy Commissioner, the protesting party may file an appeal with OSC. The protest to the OSC Bureau of Contracts must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by OCFS. Such appeal must be filed with the Director of the Bureau of Contracts at the Office of the State Comptroller, 110 State Street, 11th Floor, Albany, NY 12236.

Section Four.... KEY CONCEPTS

Advantage After School Program Concepts

4.1 Working in Partnership with Local Schools and Others

The applicant organization, the school, as well as organizations such as businesses, institutions of higher learning, law enforcement, museums, libraries, arts, athletic, civic, faith, and other organizations should form a partnership. Representatives from across the community will allow for the incorporation of all agendas into the program, guaranteeing stronger commitment to the desired outcomes, achievable objectives, coordination of services and community input. Strong parent involvement is critical. A broad collaboration allows for the differences within the community to balance strengths against weaknesses, bringing more diversity to the program by utilizing the strengths of community.

There must be clear evidence of the collaboration between the applicant organization and the school. This relationship between the school and the applicant organization is one of the most critical elements to be evaluated. Both the school and the applicant organization should be able to demonstrate that they understand the plan and have developed clear agreed upon steps for implementation.

4.2 Children and Youth, Students

In this document, the use of the terms “students” and “youth” are synonymous. They include all young people who are eligible for enrollment in school.

4.3 Youth Development

Youth development is a policy perspective that emphasizes providing supports and opportunities to assist all young people in developing a sense of competence, usefulness, belonging, and empowerment. While individual programs can provide youth development activities or services, this works best when entire communities work in concert to offer youth a variety of positive opportunities. Youth development also involves strengthening families and communities, and involving young people in those efforts.

The activities should include a wide range of flexible, developmentally appropriate, educational enrichment, recreation, cultural, arts and community service programming. Other appropriate activities include computer literacy, technical skills enhancement and homework help as well as access to the school library. Older youth should also be provided opportunities to mentor younger children, and receive assistance in preparing for college, technical careers and employment.

The development of the program activities should be determined based on youth and parent involvement, as well as facility resources and community needs. This input will determine whether the program includes, for example, gym, swimming, remedial tutoring, crafts, homework centers, arts, dance, music, and other enhancing experiences for children. Programs to address particular risk areas such as teen pregnancy, cultural education and drug/alcohol/tobacco prevention may be provided. Nutritious snacks are a requirement.

4.4 Community Service/Service Learning

Service Learning is a teach/learning method that connects meaningful community service experiences with academic learning, personal growth, and civic responsibility. Service learning makes a deliberate connection between service and learning opportunities, which are then accompanied by conscious and thoughtfully designed occasions for reflecting on the service experience. It is a method whereby students learn and develop through active participation in thoughtfully organized service that is conducted in and meets the needs of communities. Service learning is coordinated with an elementary school, secondary school, institution of higher education, or community service program and the community. It is integrated into and enhances the academic curriculum of the students, or the education components of the community service program in which the participants are enrolled.

Examples of service-learning projects include: preserving native plants, designing neighborhood playgrounds, teaching younger children to read, testing the local water quality, creating wheelchair ramps, preparing food for the homeless, developing urban community gardens, starting school recycling programs, and much more. Whether the goal is academic improvement, personal development, or both, students learn critical thinking, communication, teamwork, civic responsibility, mathematical reasoning, problem solving, public speaking, vocational skills, computer skills, scientific method, research skills, and analysis.

4.5 Non-School Hours

It is after school between the hours of 3 PM and 6 PM when youth are more likely to engage in risky behavior. The Advantage After School Programs must be available a minimum of three hours directly after the school day ends. Programs may elect to extend their hours into the evening, particularly when serving older adolescents and for weekdays during the regular school year when classes are not in session.

Funds for this program may not be used for regular weekend and summer programs.

4.6 Required Outcomes and Performance Targets

“Outcomes” are the desired benefits or changes for the target population after their involvement with a program. These are the expected results of program intervention. Outcomes may relate to knowledge, skills, attitudes, values, behavior or condition. Outcomes are broad long term, expectations for benefit or change. They are more general than performance targets and do not require numerical projection.

“Performance Targets” are the measurable improvements in the condition or behavior of the target population that the program intends to achieve by the end of the contract period. Targets are quantifiable and verifiable indicators of program performance. Attainment of several performance targets may be needed to indicate the achievement of a single outcome. Performance targets can be either an increase in positive behavior or condition or a reduction in a negative or destructive behavior or condition. A program’s success is measured by how well it achieves its performance targets through verifiable means.

For the Advantage After School Program, you are to develop performance targets for child performance, youth involvement and parent/guardian involvement. This involves describing changes in student and parent skills, behaviors and attitudes that you can realistically be expected as a result of the delivery of your after school program. Create a way to measure these changes by using existing targets if available and suitable. Measurement tools may include surveys, interviews, regular recorded observations, and/or tests.

Parental involvement and satisfaction targets are included because of their correlation with high quality after school programs. High quality programs actively include parents and have a higher level of parental involvement than lower quality programs.

School grades will require information sharing with the school, which may prove difficult in some situations. In these cases, parents will be asked to provide their assessment of student performance rather than actual report cards.

4.7 Safe Environment

To be successful, the location must be a safe, stable atmosphere in which to operate. Children must be safe and secure. Unauthorized people must be prevented from entering the premises. In addition, the program should have a general philosophy that disruptive and violent acts will not be tolerated. There must be clear rules that establish boundaries for all. The rules must be distributed and enforced, while providing alternatives that allow continuing participation for youth displaying problem behaviors.

4.8 Youth and Family Involvement

The importance of family involvement is key. Parents and family members need to be welcome within all aspects of the programs. Parents are major assets as role models and as a vehicle for tying the school and the after school program to the community at large. They bring a family awareness to the program. Parents are one of the key elements of any collaboration.

The program must be designed to welcome families at all times, assuring that a positive relationship is maintained between the parent, the school and the community organization.

To promote the development and enhancement of effective after school programs, applicants must submit proposals that reflect strong youth, family and community involvement. Building on strengths that are inherent in all communities and families, collaborative planning efforts, program activities, leadership and diverse community input will be considered key and important components of the OCFS Advantage After School Program model.

There are major advantages of youth, family and community involvement. Programs are more likely to:

- be strength- based and asset driven
- involve positive role models and mentors
- be designed based on best practices as defined by involved youth, families and diverse community input
- be culturally relevant and appropriate
- incorporate the involvement of neighborhood and community-based partners, and other service providers to form networks of comprehensive services and activities
- support sustained interaction between youth, parents, caretakers, program staff, teachers and school personnel and other critical partners

4.9 Location

Most Advantage After School Programs are located in schools. In some cases, however, communities have unique situations where the environments and equipment available in the school are not well suited for after school programming and other facilities in the community are clearly much better for these purposes. In some communities, the school is not located in a place that is near where youth live and another place is much better located. Transportation issues may suggest a school-linked rather than a school-based program makes more sense. In all cases, the connection between the school program and the after school program must be clearly shown regardless of the setting. Real school-community collaboration is a firm expectation of this program.

After school programs should be located in space that:

- Offers good quality space that is safe and accessible
- Maximizes the public investment by making use of underutilized publicly funded spaces like schools, libraries, museums and community centers
- Strengthens the link between home, school and community
- Whatever site is selected, certain conditions should be taken into consideration. These include:
 - Health and safety requirements
 - Appropriate outside area
 - Inside space for recreation
 - Access to library and computer technologies
 - Space for quiet programs
 - Accessibility of site
 - Licensing requirements met or being addressed
 - Transportation

Whether a local school or another community location is selected as the primary site, all cultural and other resources in the community or neighborhood should be part of the program, to assure the maximum utilization of resources in the community.

Section Five.... GLOSSARY OF OUTCOME-BASED CONTRACTING TERMS

Fiscal Documentation: Documentation necessary for payment.

Grants Gateway: The New York State Grants Gateway went live on May 15, 2013, and serves as the primary outlet for State agencies to post upcoming and available funding opportunities.

Guide To Financial Operations (GFO): This website was created as the central storehouse of OSC policies, and is intended to replace individual OSC Bulletins. The GFO can be found at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp>.

Legal Documents: Legally required application/contract components.

Organizational Qualifications: The organizational characteristics and capacity (i.e. agency mission, past accomplishments/experience in serving the target population or in providing similar services to a different population, experience in collaborating with community agencies needed for program success, key people, fiscal capability) that are likely to result in successful performance target attainment.

Baseline Estimate: The projected status of the target population without the proposed intervention. A baseline is the best estimate, using prior program experience, collected data, or research results, of what would happen to the target population without the program's intervention and its benefits. Projection should be numerical (# or %). A baseline estimate is required for each performance target.

Outcomes: The desired benefits or changes for the target population following their interaction with a program. These are the expected results or program intervention. Outcomes may relate to knowledge, skills, attitudes, behaviors or condition. Either the investor or provider may set them. (They are broader, more general than performance targets. They do not require numerical projection). In some instances the outcome may be a system change rather than an individual behavior change.

Performance Targets: Performance targets are the *measurable* verifiable improvements in the condition or behavior of program recipients that the provider expects to achieve *by the end of the contract period*. Targets are quantifiable and verifiable indicators of program performance. They contribute to the attainment of the desired outcomes for the target population. Attainment of several performance targets may be needed to indicate the achievement of a single outcome. Must include a description of the methods that will be used to verify target achievement.

Program Budget: Definition of program expenditures and funding sources.

Program Description: Detailed explanation of the means (service model, plan or approach) the provider will use to achieve its performance targets and outcomes. This should include a description of the program's core features (i.e. the kinds of services provided, their intensity and duration, the essential elements, theoretical approach, delivery strategies, involvement of target population in planning, etc.).

Project Work plan: Steps to implement program -- Most relevant to new applicants or start-up.

Staffing Pattern: Identification of staff assigned to a program, whether or not paid through OCFS funds.

Target Population: The specific group of people (individuals, families, community members or certain instances, specified personnel or entity) that are the focus of change and who will directly interact with the program. In certain instances where the desired outcome is systemic change, the agency as a whole may be considered the target population.

Verification: Statement of methods used to verify performance target and milestone attainment and/or submission of actual documentation.

Vendor Responsibility: Compliance with New York State Finance Law and guideline provisions related to vendor integrity providing reasonable assurance that the potential contractor has the capacity to perform the requirement of the contract. This includes authority to do business in the State, capacity and performance in addition to aforementioned integrity.

Vision: OCFS Program Area statement of ideal end-state sought for a population (e.g. prevention of child abuse and neglect).

Section Six.... CONTRACT DOCUMENTS

6.1 Master Contract for Grants

The Contract Documents consist of the documents listed below. These documents are located in the **NYS Grants Gateway System (GGS)**:

http://grantsreform.ny.gov/sites/default/files/docs/nys_master_contract_for_grants_42913.pdf

1. Face Page
2. Signatory Page
3. NYS Standard Terms and Conditions (State of New York Master Contract for Grants)
4. Attachment A-1 (Agency Specific Terms and Conditions) Page 49-53
5. Attachment A-2 (Federally Funded Grants) Page 54-58
6. Attachment B: Budget and Instructions
7. Attachment C: Work Plan
8. Attachment D: Payment and Reporting Schedule

NOTE: OCFS-Specific documents #4 and #5 above **are located on pages as indicated.**

Section Seven.... DISPROPORTIONATE MINORITY REPRESENTATION (DMR): Child Welfare and Juvenile Justice Systems

Disproportionate Minority Representation (DMR) or disproportionality occurs when the percentage for the representation of a particular minority group (racial, ethnic) involved with a service system, is significantly higher or lower than that group's percentage or representation in the general population. Disproportionality has implications across all services administered by OCFS, i.e. child welfare, juvenile justice, child care, youth development, and those services for the blind. In some of these service categories disproportionality manifests itself by over-representation of racial/ethnic groups, and in other service categories it is manifested by under-representation of racial/ethnic groups.

More information regarding Disproportionate Minority Representation (DMR) and data in New York State, can be viewed at: [Disproportionate Minority Representation \(DMR\)](#)

Section Eight.... REQUIRED FORMS

1. Application Cover Page – Agreement
2. Project Staffing Plan
3. Encouraging Use of New York State Businesses in Contract Performance
4. Attachment A-1
5. Attachment A-2
6. Program Site Information
7. Performance Targets
8. Program Activity Description
9. Program Staffing Plan
10. Quarterly Work Plan

Required Forms with Original Signatures

*The following three (3) required forms in the application require an original **signed submittal with the proposal, on or before May 30, 2014 by 5:00pm.***

NOTE: Your submission will not be complete until the required signed forms are received.

11. Community School Partnership Agreements
12. Board of Directors
13. Contract Management System (CMS) Authorization

Application Cover Page – Agreement

I. Incorporated Agency Name:				
II. Project Title:				
III. New York State Vendor ID:				
IV. Amount of OCFS Funds Requested:				
V. Proposed Dates of Project:				
VI. Address: (Include Street, City, State, Zip Code)	Mailing	Payment	Site	Agency Record
VII. Federal Tax Identification Number or Municipality Code:				
VII. Does the Business Entity have a Data Universal Numbering System (DUNS) Number? If yes, what is the DUNS Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No		DUNS Number:	
IX. Is the Business Entity a: (a) For Profit entity; <u>and</u> (b) A New York Certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
If yes, please specify the type of entity:	<input type="checkbox"/> Minority-Owned Business Enterprise (MBE) <input type="checkbox"/> Women-Owned Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> New York State Small Business			
X. Is the Business Entity a: (a) Not-For-Profit entity; <u>and</u> (b) A Minority Community-Based Organization (MCBO)	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
XI. Charities Registration Number: (If exempt, enter reason for exemption)				

XII. Has the Business Entity filed all required periodic or annual written reports with the Office of the Attorney General's Charities Bureau?		<input type="checkbox"/> Yes	<input type="checkbox"/> No		
XIII. Congressional/Legislative District Information: (If Known)					
Federal Congressional District(s):					
State Assembly District(s):					
State Senate District(s):					
XIV. County:					
XV. Contact Person(s):					
Key Contacts	Name	Address	Telephone & E-Mail Address **	Authorized to Sign Contracts	Authorized to Sign Vouchers
Board Chairperson					
Chief Administrative Officer ¹					
Contract Contact					
Chief Fiscal Officer					
**An E-mail address is required. If you do not have a personal e-mail address, please supply your Organization's shared e-mail address.					

¹ The Chief Administrative Officer is defined as the person who is responsible for the contractor's overall administration, e.g. Executive Director, County Executive, or Agency Commissioner

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
PROJECT STAFFING PLAN FORM

DATE:

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Prime Contractor Information

Contractor/Organization Name: ██████████		Contact Person/Title:					
Address: ██████████		Telephone:			Project Title: ██████████		
Is Organization Not-For-Profit? <input type="checkbox"/> Yes <input type="checkbox"/> No		Federal ID# / NYS Vendor ID#		Contract #	Contract Period:		
<input type="checkbox"/> Prime Contract <input type="checkbox"/> Sub-Contract		OCFS Program Area:					
Comment Area							
Comments: ██████████							

Staffing Plan Information

NOTE: Determination of ethnicity of staff can be made by observation – Use your professional judgment in terms of where staff fall into the below listed categories

TITLE CATEGORY	TOTAL WORK FORCE	TOTAL WORK FORCE BY:		BLACK		HISPANIC		ASIAN/PACIFIC ISLANDER		ALASKAN/NATIVE AMERICAN		WHITE (NOT OF HISPANIC ORIGIN)		DISABLED		VIETNAM ERA VETERAN		
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
See Page 2 for Category Definitions																		
Officials/Administrators																		
Professionals																		
Technicians																		
Para-Professionals																		
Administrative Support (Clerical)																		
Skilled Craft workers																		
Service Maintenance																		
TOTAL																		
Total By Percentage	N/A	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%

Federal Occupational Code Definitions

1. Officials and Administrators

Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, direct individual departments or special phases of the agency's operations', or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy directors, controllers, examiners, wardens, superintendents, sheriffs, police and fire chiefs and inspectors and kindred workers.

2. Professionals

Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dieticians, lawyers, system analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, police, fire captains and lieutenants, and kindred workers.

3. Technicians

Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary, school education or through equivalent on-the-job training. Includes: computer programmers and operators, draftsmen, surveyors, licensed practical nurses, photographers, radio operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences), assessors, inspectors, police and fire sergeants and kindred workers.

4. Paraprofessionals

Occupations in which the workers perform some of the duties of a professional or technician in a supportive role, which usually require less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of staff development and promotion under a "New Careers" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemakers aides', home health aides, and kindred workers.

5. Office and Clerical

Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk typists, stenographers, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks and kindred workers.

6. Skilled Craft Workers

Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics, repairmen, electricians, heavy equipment operators, stationary engineers, skilled machine occupations, carpenters, compositors and typesetters, and kindred workers.

7. Service Maintenance

Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public, or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

Encouraging Use of New York State Businesses In Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women- owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State businesses be used in the performance of and contract resulting from this solicitation?

Yes No Contract will not include subcontractors or supplies

If yes, please complete the table below to identify businesses that will be used. Please use multiple forms if required.

Vendor Name	Street Address	City	Zip	Est Value
■	■	■	■	■
■	■	■	■	■
■	■	■	■	■
■	■	■	■	■

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS FOR ALL
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS)
CONTRACTS

(12-2013)

A) AGENCY SPECIFIC TERMS AND CONDITIONS

1. PERSONNEL

- a. It is the policy of OCFS to encourage the employment of qualified applicants for, or recipients of, public assistance by both public organizations and private enterprises who are under contractual agreement to OCFS for the provision of goods and services. Contractor will be expected to make best efforts in this area.
- b. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this CONTRACT. No change or substitution of such responsible person(s) will be made without prior approval in writing from OCFS, to the degree that such change or substitution is within the reasonable control of the Contractor.

2. GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this CONTRACT and the attachments thereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the ATTACHMENTS. Any modifications to the tasks or work plan contained in Attachment D must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to OCFS under the Federal Social Security Act, where applicable.
- c. If funds from this CONTRACT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:
 - Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, The Capitol, Albany, New York 12224.
 - The Contractor shall provide to OCFS in a format provided by OCFS such additional information concerning the provision of legal services as OCFS shall require.
- d. OCFS will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this CONTRACT and activities completed or contemplated thereunder. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this CONTRACT shall be directed to the Contract Manager.
- e. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the CONTRACT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the CONTRACT. This additional funding can be provided within an existing period or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of OCFS and the Office of the State Comptroller (OSC).
- f. All organizations that receive Federal and/or New York State financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal and/or New York State financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal and/or New York State financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal and/or New York State financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal and/or New York State financial assistance.

- g. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this CONTRACT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

3. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and client information with regard to services provided under this CONTRACT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this CONTRACT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Confidentiality Non-Disclosure Agreement and Contractor Employee and Volunteer Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any financial and/or client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Statewide Central Register of Child Abuse and Maltreatment (SCR) and, at the discretion of OCFS, of the Vulnerable Persons Central Register (VPCR) of each employee and volunteer of the contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Confidentiality Non-Disclosure Agreement before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

4. PUBLICATIONS AND COPYRIGHTS

- a. OCFS and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this CONTRACT or activity supported by this CONTRACT. All publications by the Contractor covered by this CONTRACT shall expressly acknowledge OCFS's right to such license.
- b. All of the license rights so reserved to OCFS and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the CONTRACT is federally funded.
- c. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this CONTRACT, it will provide to OCFS at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address (es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of OCFS, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

5. PATENTS AND INVENTIONS

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this CONTRACT, or with monies supplied pursuant to this CONTRACT, shall be promptly and fully reported to OCFS. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

6. TERMINATION

To the extent permitted by law, this CONTRACT shall be deemed in the sole discretion of OCFS terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by OCFS to the Contractor.

7. FISCAL SANCTION

In accordance with the OCFS Fiscal Sanction policy, Contractors may be placed on fiscal sanction when OCFS identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another CONTRACT that has not been refunded to OCFS within the established timeframe;
- An OCFS, OSC, or other audit identifies significant fiscal irregularities and/or that funds are due to OCFS;
- The Contractor has not provided satisfactory services as required under the terms of this CONTRACT;
- The Contractor has not provided fiscal or program reports as required under the terms of this CONTRACT;
- A local, State or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State or federal statutes or regulations, or applicable OCFS guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under this CONTRACT with OCFS.

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or CONTRACT renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid a Fiscal Sanction. Issues that are not resolved within the timeframe established by OCFS may be referred to the Attorney General (AG) for collection or legal action. If a CONTRACT is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest, is paid.

8. PROCUREMENT LOBBYING LAW

The Contractor will comply with all New York State and OCFS procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and OCFS procedures and will affirmatively certify that all information provided pursuant to those provisions is complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and CONTRACT pursuant to State Finance Law Sections 139-j and 139-k.

OCFS reserves the right to terminate this CONTRACT if the Offerer's Certification filed by the Contractor in accordance with the New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such a determination by the OCFS, OCFS may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this CONTRACT. Nothing herein shall preclude or otherwise limit OCFS's right to terminate this contact as otherwise set forth in the applicable provisions of this CONTRACT.

9. REQUIRED REPORTS – CONTRACTS FOR CONSULTING SERVICES

If consulting services (including services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services) are provided, the Contractor must submit on or before May 15th of each year for the annual period ending March 31st, [Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record](#). This form must report information for all employees who provided services under the CONTRACT whether employed by the Contractor or a subcontractor. This form will be available for public inspection and copying under the Freedom of Information Law with any individual employee names and social security numbers redacted.

Contractors can obtain this form from their Contract Manager or through the Internet at the following site:

<http://www.ocfs.state.ny.us/main/Forms/Contracts/OCFS-4843%20State%20Consultant%20Services-Contractors%20Annual%20Employment%20Record.doc>

The Contractor must submit a completed [Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record](#) to each of the following addresses:

New York State Office of Children and Family Services
Bureau of Contract Management
52 Washington Street, South Building, Room 202
Rensselaer, New York 12144

New York State Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, New York 12236
Attn: Consultant Reporting

New York State Department of Civil Service
Alfred E. Smith Office Building
8th Floor Counsel's Office
Albany, New York 12239

10. IRAN DIVESTMENT ACT

By entering into this CONTRACT, Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such CONTRACT any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this CONTRACT, it must provide the same certification at the time the CONTRACT is renewed or extended. Contractor also agrees that any proposed Assignee of the CONTRACT will be required to certify that it is not on the Prohibited Entities List before OCFS may approve a request for Assignment of CONTRACT.

During the term of the CONTRACT, should OCFS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OCFS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then OCFS shall take such action as may be appropriate and provided for by law, rule, or CONTRACT, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OCFS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the CONTRACT, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

11. ADDITIONAL ASSURANCES

- a. Expectation of Insured: The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this CONTRACT to obtain and maintain a general policy of liability insurance in an appropriate amount.
- b. Notwithstanding the provisions of Article 14 of this CONTRACT, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of paragraphs A, B and C of Article 14 (Article 14 A., B. and C.) shall not apply. In such cases, the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

12. EXECUTIVE ORDER NUMBER 38

Executive Order Number 38 sets Limits on State-Funded Administrative Costs & Executive Compensation. Contracts, payment requests and reporting must comply with the regulations promulgated pursuant to this Executive Order. The Order can be found at the following website address:
<https://www.governor.ny.gov/executiveorder/38>

13. MINORITY AND WOMEN-OWNED BUSINESS (M/WBE)

Pursuant to New York State Executive Law Article 15-A, OCFS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Minority and Women-Owned Business Enterprises (M/WBE) and Equal Employment Opportunities (EEO) for minority group members and women in the performance of OCFS contracts. Accordingly, information regarding OCFS' target goals for M/WBE participation in contracting activities as well as guidelines for Prime Contractor responsibilities pursuant to this law are outlined in [M/WBE Appendix](#) entitled "Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures". Included in this document are links to the forms and instructions required as a part of this program.

14. OUTSIDE COUNSEL

Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, and Contract Approval Unit, Civil Recoveries Bureau, NYS Department of Law, The Capitol, Albany, NY 12224.

15. BOARD OF DIRECTORS COMPOSITION

The number of directors constituting the entire Board must not be less than five. The Office of Children and Family Services advises a manageable number of members of the Board of Directors to promote maximum working effectiveness. Of this number, the Office of Children and Family Services recommends that the Board include individuals with experience in, or access to expertise in, legal matters, financial management, real estate knowledge, administrative capability and “consumer” representation.

Attachment A-2
Federally Funded Grants

(Federal Assurances and Certifications)

(Revised January 28, 2014)

Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Office of Family and Children Services.

By signing and submitting this application, contract or contract amendment an authorized representative of the applicant or contractor asserts that the applicant or contractor:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Executive Order Number 11246 as amended by E.O. 11375 relating to Equal Employment Opportunity, which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

13. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

14. This contract is funded in whole or part with federal funds under the CDFA No(s) shown on the cover page of this contract. OCFS is a pass - through entity of these federal funds. As a recipient of these federal funds, the Contractor may be determined, as shown on the first page of Appendix C or Appendix X for renewals, to be a sub-recipient of federal assistance. Sub-recipients of federal funds have the responsibility of reporting to OCFS in addition to the sub-recipient's responsibility to file reports with the federal clearinghouse designated by Office of Management and Budget (OMB). If this contract will require the Contractor to expend \$500,000 or more of federal funds from this contract or in total with other contracts or grants of federal funds or assistance in the Contractor's fiscal year, regardless of the source of the funding, the Contractor is required to comply with the terms and provisions of the OMB Circular A-133. The Contractor will notify OCFS if it reasonably expects to expend the sum of \$500,000 of federally derived funds, in its fiscal year, as soon as it has notice of awards, grants or contracts totaling \$500,000 in federal funds but in no event later than the close of the calendar year. The Contractor will have an audit performed pursuant to the requirements of OMB Circular A-133 and provide OCFS with the required reports within 30 days of the Contractor's receipt of the independent audit report or within 9 months after the close of the Contractor's fiscal year, whichever event is sooner.

15. Certifies that Public Law 103-227, Part C - Environmental Tobacco Smoke, 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, 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 does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act. The contractor/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions of children's services and all sub-grantees shall certify accordingly.

16A.1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. 3. For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. 5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements. 6. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a

mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). 7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five). 8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

16B. Alternate I (grantees other than individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will-(1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

16C. Alternate II (grantees who are individuals). 1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

17. Certifies that Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated)

funds. The requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, 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. (2) If any funds other than Federally 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.) (3) The undersigned 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, 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.

18A1. Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. e) 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Children and Family Services for assistance in obtaining a copy of those regulations. f) The prospective primary 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 entering into this transaction. g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. h) 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 the covered transaction, 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. i) 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. j) Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.

18A2. (1) Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (Federal, State, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

18B1. 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 an 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 whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for 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 5 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.

18B2. a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Program Site(s) Information-

SITE LOCATION #1	
Site Name:	
Street Address	
City	
Zip Code	
County	
Proposed Maximum Anticipated Daily Attendance	
Number of Weeks in Operation During the first Contract Year 9/01/14 – 8/31/15	
Hours of Operation (Monday – Friday; 3 Hours Minimum)	
Grade Levels of Participants	
Youngest Age to be Served	
Oldest Age to be Served	
School(s) of children to be served: Provide School Name, School District, School BEDS code, Name of Principal	
Federal Congressional District for Site 1	
State Assembly District for Site 1	
State Senate District for Site 1	

Program Site(s) Information-

SITE LOCATION #2 (if applicable)	
Site Name:	
Street Address	
City	
Zip Code	
County	
Proposed Maximum Anticipated Daily Attendance	
Number of Weeks in Operation During the first Contract Year 9/01/14 – 8/31/15	
Hours of Operation (Monday – Friday; 3 Hours Minimum)	
Grade Levels of Participants	
Youngest Age to be Served	
Oldest Age to be Served	
School(s) of children to be served: Provide School Name, School District, School BEDS code, Name of Principal	
Federal Congressional District for Site 1	
State Assembly District for Site 1	
State Senate District for Site 1	

Required Performance Targets

Instructions: Complete the following three Performance Targets for each site

SITE: _____

Performance Target 1 of 3
Child Performance: Demonstrate how students that regularly attend the Advantage After School Program will enhance their academic achievement with the goal of reaching the State Standards for all subject areas.
Baseline: <i>(Projected status in numerical terms of target population without program intervention)</i>

Target: Of the ____ (<i># program participants</i>) who now _____
_____ (<i>baseline need/behavior/condition</i>), ____ (<i># participants</i>)
will _____ (<i>degree of change</i>).
Verification: <i>(How you know whether the participants achieved the target)</i> _____

How were *Baseline Estimates* determined? _____

SITE: _____

Performance Target 2 of 3

Youth Involvement: Demonstrate consistency of attendance of youth in the Advantage After School Program.

Baseline: *(Projected status in numerical terms of target population without program intervention)*

Target: Of the ____ (*# program participants*) who now _____

_____ (*baseline need/behavior/condition*), ____ (*# participants*)

will _____ (*degree of change*).

Verification: *(How you know whether the participants achieved the target)* _____

How were *Baseline Estimates* determined? _____

SITE: _____

Performance Target 3 of 3

Parental/Guardian Involvement: Demonstrate the level of involvement of Parents and Guardians.

Baseline: *(Projected status in numerical terms of target population without program intervention)*

Target: Of the ____ (*# program participants*) who now _____

_____ (*baseline need/behavior/condition*), ____ (*# participants*)

will _____ (*degree of change*).

Verification: *(How you know whether the participants achieved the target)* _____

How were *Baseline Estimates* determined? _____

Program Activity Description

Instructions: Complete a Program Activity Description for each site.

Site:

Grade Levels:

Maximum Anticipated Daily Attendance:

Hours of Operation: Monday–Friday from PM to PM (3 Hours Minimum)

Activity	Brief Description	Frequency / Time	Who Participates	Format

Program Staffing Plan

Instructions: Complete one for each site.

Site:

Grade Levels to be Served: Elementary Middle High School Age

Age: Age 12 and under Age 13 and over

Maximum Average Daily Attendance:

Hours of Operation: Monday–Friday from PM to PM (3 Hours Minimum)

A	B	C	D	E
Employer	Title/Position	Number of Staff in Title/Position	Average Hours Per Staff Person	Staff Hours Per Week (C) x (D)
Total				

This chart should list only staff providing direct supervision to participants during program hours of operation. These titles must appear in your budget. The average hours per staff person may not exceed the weekly program hours of operation for the program. This may not reflect the full weekly hours for the staff title in the budget.

(Quarter 1 of 4)

A Quarterly Work Plan is completed for each quarter of the first contract year (09/01/14-8/31/15) Quarterly Work Plans must be completed for each site.

Quarterly Work Plan			
Site:			
Quarter 1:09/01/14-11/30/14	Anticipated Average Daily Attendance		Anticipated Number of Program Days
Youth Monthly Attendance	Month 1	Month 2	Month 3
	Month 2	Month 3	
	Month 3		
Program Components	Planned Activity		Frequency of Activity
Youth Involvement in Design and Delivery of Program			
Parent Involvement in Design and Delivery of Program			
Pregnancy Prevention Activities			
Youth Community Service Activities			
Special Projects and Events			
Integration of Community Resources			
Partnership Activities			
Staff Development			

(Quarter 2 of 4)

A Quarterly Work Plan is completed for each quarter of the first contract year 09/01/14-8/31/15 Quarterly Work Plans must be completed for each site.

Quarterly Work Plan			
Site:			
Quarter 2:12/01/14-2/28/15	Anticipated Average Daily Attendance		Anticipated Number of Program Days
Youth Monthly Attendance	Month 1	Month 2	Month 3
	Month 2	Month 3	
	Month 3		
Program Components	Planned Activity		Frequency of Activity
Youth Involvement in Design and Delivery of Program			
Parent Involvement in Design and Delivery of Program			
Pregnancy Prevention Activities			
Youth Community Service Activities			
Special Projects and Events			
Integration of Community Resources			
Partnership Activities			
Staff Development			

(Quarter 3 of 4)

A Quarterly Work Plan is completed for each quarter of the first contract year 09/01/14-08/31/15 Quarterly Work Plans must be completed for each site.

Quarterly Work Plan			
Site:			
Quarter 3: 03/01/15-5/31/15	Anticipated Average Daily Attendance		Anticipated Number of Program Days
Youth Monthly Attendance	Month 1	Month 2	Month 3
	Month 2	Month 3	
	Month 3		
Program Components	Planned Activity		Frequency of Activity
Youth Involvement in Design and Delivery of Program			
Parent Involvement in Design and Delivery of Program			
Pregnancy Prevention Activities			
Youth Community Service Activities			
Special Projects and Events			
Integration of Community Resources			
Partnership Activities			
Staff Development			

(Quarter 4 of 4)

A Quarterly Work Plan is completed for each quarter of the first contract year 09/01/14-8/31/15 Quarterly Work Plans must be completed for each site.

Quarterly Work Plan			
Site:			
Quarter 4: 6/01/15-8/31/15	Anticipated Average Daily Attendance		Anticipated Number of Program Days
Youth Monthly Attendance	Month 1	Month 2	Month 3
	Month 2	Month 3	
	Month 3		
Program Components	Planned Activity		Frequency of Activity
Youth Involvement in Design and Delivery of Program			
Parent Involvement in Design and Delivery of Program			
Pregnancy Prevention Activities			
Youth Community Service Activities			
Special Projects and Events			
Integration of Community Resources			
Partnership Activities			
Staff Development			

Advantage After-School Program

PARTNERSHIP AGREEMENT BETWEEN CBO AND SCHOOL *

The CBO and the School in question agree to assume and perform the following roles and responsibilities in the administration of the in-school, after-school program during the 2014-2015 school year. The goal of this program is to provide an in-school after-school program of the highest quality for the participating students at this school 180 days per year from 3 PM to 6 PM

OBJECTIVES	PARTNERS		
	CBO	School	CBO/School
Specific Responsibilities			
1. a. Space			
Ensure that all procedures and regulations for health, fire, safety, pick-ups, parent consents, transportation, food, sports-related health exams, insurance, medical and other emergency procedures will be clearly listed and widely disseminated, and that they will conform to Board of Education and Health Department standards.			
Ensure the respectful treatment of school property, including replacing property damaged or destroyed by the students or staff of the after-school program, and keeping the spaces used by the after-school program clean. Equipment will be inventoried and labeled.			
Develop protocol for emergency notification of parents and/or guardians.			
Ensure that there are staff on-site during program hours trained in first aid, CPR and medical emergencies.			
Maintain appropriate insurance coverage consistent with the requirements of the grant contract with TASC.			
Assure the availability of clean spaces for the after-school program in an adequate number of classrooms, as well as the cafeteria, auditorium, library, computer lab, gymnasium, and any other relevant space.			
Supply adequate and appropriate storage space for the after-school program's materials and equipment.			
Provide the after-school site supervisor with office space equipped with a telephone, fax, computer and other equipment related to program administration.			
b. Resources			
Training: Make staff available for in-service training throughout the school year and arrange for appropriate substitute coverage.			
Facilitate the provision of full custodial services at no cost to the after-school program.			
Identify, organize, and provide appropriate security services at no cost to the after-school program.			
Provide snacks to children at no cost to the after-school program.			
c. Transportation			
Establish procedures for the safe-keeping and safe transport of children after program hours.			
Identify, organize, and provide transportation services for the children entitled to such service at no cost to the after school program.			

OBJECTIVES	PARTNERS		
	CBO	School	CBO/School
Specific Responsibilities			
d. Staffing			
Recruit, hire, and train all after-school program staff in cooperation with the school. ²			
Ensure that all after-school program staff are fingerprinted ³ and cleared by the Department of Health through the child abuse registry.			
2. Advisory/Governance Structure			
3. Systems for communication, flexibility and accountability for actions and results			
Manage the day-to-day operations of the after-school program and notify the school of any problems, issues, and concerns in a timely fashion.			
Invite designated school staff to attend after-school staff meetings.			
4. Conflict resolution and grievance process			
5. Coordination of registration and recruitment			
6. Expected performance targets and evaluation strategies			
Track student enrollment and attendance and provide that information to the school on at least a monthly basis.			

Agreed on this day, _____, by
(Month/Day/Year)

ORGANIZATION NAME:

(Signature of Executive Director)

(Print Name)

SCHOOL PARTNER:

(Signature of School Principal)

(Name of School)

(Print Name)

**NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
BOARD OF DIRECTORS PROFILE**

Must be completed, signed by the Board Chairperson or designee, and included in application.
See Instructions on Page 2 of this form.

AGENCY NAME: _____

Name, Address, and E-Mail	Current Occupation And Current Employer	Position On The Board
1.		
2.		
3.		
4.		
5.		
6.		
7.		

The number of directors constituting the entire Board must not be less than five. The Office advises a manageable number of Board Directors to assure maximum working effectiveness. Of this number, the Office recommends Board composition to include individuals with experience in, or access to, legal matters, financial management, real estate knowledge, and administrative capability and "consumer" representation.

Date
Reviewed 1/2013

Chairperson, Board of Directors or designee

**NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
*Board of Directors Profile
Not-For-Profit Organizations***

INSTRUCTIONS FOR BOARD OF DIRECTORS PROFILE FORM

The Board of Directors Profile Form OCFS-4552 must be completed. This includes Name, Address, E-mail, Current Occupation and Employer, Position on the Board and Board Chairperson's signature and date (or the signature of the Board Chairperson's designee).

The outlined points noted below must be followed with regard to the Board of Directors for Not-For-Profit Organizations.

- **For the purposes of this Request for Proposal, the number of members on the Board of Directors must not be less than five (5).** OCFS has determined that a five member board is necessary to show the maturity and depth of the organization as well as the capacity of the organization and the board to properly provide services and oversee the administration of the grant. The number of board members shows that the organization has a broad base of community support, and enhances the ability of the board to comprehensively oversee the functions and activities of the organization. Having five board members also protects against the problem that can arise when a board member unexpectedly leaves the board, as the Not-for-Profit Corporation Law requires that a not-for-profit corporation have at least three board members. The extra board members enable the corporation to continue to function properly under the law in the interval between the departure of a board member and the appointment of a replacement. Please attach minutes and attendance lists from the organizations last three board of directors meetings.
- Be sure ALL columns are filled in for each Board Member; list both occupation and employer for each Board Member. If one or more Board Members are retired, or otherwise not employed (ex.: "Community Volunteer", or "Homemaker"), please note that status in the second column as well as their previous or current occupation. If the Board Member is self-employed, the name and nature of their business must be included.
- Where the corporation is licensed by OCFS to operate residential facilities for victims of domestic violence, no board member (including non-voting, ex-officio members) of the corporation may be a paid employee of the applicant organization. This provision is non-waivable, and applies even if the contract in question is for an activity other than the operation of a residential facility for victims of domestic violence. If the Board of Directors Profile submitted lists a paid employee as a member of the Board of Directors, the contract cannot be approved until that individual is removed from the Board of Directors Profile.
- No paid employee of a corporation requiring OCFS approval to incorporate may sit on the agency's Board, except that the CEO of a voluntary approval to incorporate may sit on the agency's Board, except that the CEO of a voluntary authorized agency may be a non-voting member of the board. There is no waiver available for this scenario. If the Board of Directors Profile for a voluntary authorized agency lists a paid employee other than the CEO as a member of the Board of Directors, the contract cannot be approved until that individual is removed from the Board of Directors Profile. If the Board of Directors Profile for a voluntary authorized agency lists a CEO as a member of the Board of Directors, and does not specify that the CEO is a non-voting Board member, the contract cannot be approved until the status of the CEO as a non-voting member is specified in the Board of Directors Profile.
- Board members must avoid transactions involving the applicant organization in which they personally benefit or which create the appearance that they could personally benefit. Board members who are employed by government organizations must avoid situations in which they could use their official position or capacity for the benefit of the applicant organization or which create the appearance that they could use their official position or capacity for the benefit of the applicant organization. As such, OCFS will examine situations where social services district or other county employees serve as members on a corporation's Board of Directors. OCFS will determine whether a conflict of interest or appearance of impropriety exists, and how, if at all, it can be rectified such that the individual can remain on the Board of Directors.
- For any board member employed by the local social services district or other county government agency whose Board of Directors services presents a potential conflict of interest or appearance of impropriety, a letter must be submitted with this application from the County Ethics Board,

County Attorney or other appropriate local entity, stating that their service on the board does not constitute a conflict or otherwise violate applicable ethics provisions. OCFS will review the information submitted and advise the applicant organization accordingly. OCFS may request additional information in instances in which the potential for a conflict of interest or appearance of impropriety arises.

- You can attach a board listing, using a different form, as long as you use the OCFS form as your first page, entering "See Attached List:" under number 1, and entering your agency name, date, and Board Chairperson's signature on the OCFS form.
- If you attach a board listing, using a different form, make sure all the required information on the OCFS form is conveyed on the attached form.

Reviewed 1/2013

Contract Management System (CMS) Authorization Form

- The purpose of this form is to add, inactivate and modify users with online CMS accounts.
- Sign-on ID #s and temporary passwords will be e-mailed to individual staff receiving CMS role designations.

Today's Date:	Contract Number(s):	
*Please note that the authorization for CMS accounts is not contract specific. If you would like to designate the below user(s) as a primary user for the indicated role, add the contract number and a brief narrative in the space provided.		
Organization Information		
Legal Name		
Doing Business As (DBA) Name (if applicable)		
Federal Id	Muni Code (if applicable)	NYS Vendor ID (if applicable)
Street Address 1		
Street Address 2		
City	State	Zip
Definition of Roles		
Contract, Program Report, Claim Developer [CONUSER] - Responsible for many contract related data entry tasks, such as completing online program reports and/or entering claim information online (<i>*Claim Developer is not an authorized signer for claims or contracts</i>). Contract Signatory [CONSIG] - Responsible for signing contracts on behalf of your organization. Contract Claim Signatory [CLAIMSIG] - Responsible for signing claims on behalf of your organization and submitting them to OCFS. Contract Viewer [CONVIEWER] - This role gives users basic read-only access to contract specific information.		
Contractor User Role Designation		
1. Name	Title	<input type="checkbox"/> Check here if this individual already has a CMS account
Email Address*	Phone Number	
<input type="checkbox"/> Activate user Check this box to create a CMS user account <input type="checkbox"/> Inactivate user Check this box to disable a CMS user account <input type="checkbox"/> Archive Staff in the CMS Vendor File Check this box if a person is no longer with your agency	Check all that apply: <input type="checkbox"/> Contract, Program Report or Claim Developer [CONUSER] <input type="checkbox"/> Contract Signatory [CONSIG] <input type="checkbox"/> Contract Claim Signatory [CLAIMSIG] <input type="checkbox"/> Contract Viewer [CONVIEWER]	
2. Name	Title	<input type="checkbox"/> Check here if this individual already has a CMS account
Email Address*	Phone Number	
<input type="checkbox"/> Activate user Check this box to create a CMS user account <input type="checkbox"/> Inactivate user Check this box to disable a CMS user account <input type="checkbox"/> Archive Staff in the CMS Vendor File Check this box if a person is no longer with your agency	Check all that apply: <input type="checkbox"/> Contract, Program Report or Claim Developer [CONUSER] <input type="checkbox"/> Contract Signatory [CONSIG] <input type="checkbox"/> Contract Claim Signatory [CLAIMSIG] <input type="checkbox"/> Contract Viewer [CONVIEWER]	
This section is to be completed by the Head of the Organization or Chief Administrative Officer (i.e. Executive Director/CEO). I hereby authorize the Contract Developer identified above to develop contracts online using CMS (or to be disabled as indicated), the identified Claim Signatory identified above to electronically log and sign contract claims (or to be disabled as indicated) and also authorize the Contract Signatory identified above to electronically sign contracts (or to be disabled as indicated) on behalf of our organization.		
Name of Head of Agency		
Title		
Email Address*		
Phone Number		
Signature		
Date		

**New York State Office of Children and Family Services
Instructions for completing the Authorization Form for the
On-line Contract Management System (CMS)**

Organization Information

All fields on the form must be completed; the only exceptions are the DBA Name and Muni Code.

An organization chart must be submitted which indicates where the organization head or the Chief Administrative Officer and the contract developer and signatory appear in relation to the Board of Directors and the organization.

- ✓ Muni Code - The municipal code is used only for municipal organizations. If it does not apply, the box would be left blank. Questions regarding municipal codes should be directed to the OCFS Contract Manager.
- ✓ OSC Vendor ID – If available, enter your organization’s OSC Vendor ID. This ID is issued by the Vendor Management Unit (VMU) as part of the OSC vendor registration process.
- ✓ Legal Name – Enter as it appears on the Articles of Incorporation or Business Certification.
- ✓ Federal ID – Enter your 9 digit federal ID; please do not enter any dashes (-).
- ✓ State – New York is automatically filled in by default. If different, delete and enter appropriate State.

Contract Developer, Contract Signatory and Claim Signatory, Contract Viewer Information

- ✓ Email Address – This should be an individual email address. The confidential username will be emailed to this address. The password will be provided separately. A company email address accessible by multiple persons should not be used. Confidential communication between OCFS and the Contract Developer and Contract Signatory regarding this account will be sent to this address.
- ✓ Phone Number – Mandatory. If there is a problem with the email address, OCFS will call this number to resolve any issues with the account.
- ✓ Please designate the user role(s). Check the Contract Developer, Contract Signatory, Contract Claim Signatory, and/or Contract Viewer box to indicate the type of account(s) you are authorizing OCFS to create or inactivate. Note that OCFS recommends that at least two Contract Developers, Contract Signatories, and Contract Claim Signatories be assigned for each organization.
- ✓ Check the appropriate box to either activate an account (create a user role), inactivate an account (terminate user access), and/or archive a staff person from the CMS vendor file (i.e. If a person is no longer with your organization).

Signed Authorization Form(s) must be received before an organization can use CMS; please return the Authorization Form(s) with an original signature via US mail to:

New York State Office of Children and Family Services
Bureau of Contract Management
52 Washington Street
South Building, Room 202
Rensselaer, New York 12144-2796
Attention: Mr. William Gaudette

Also, please forward an electronic copy to your OCFS Program liaison via email.

SAMPLES OF ADVANTAGE PROGRAM FORMS

SAMPLE

Program Site information

Site information must be provided for **each** program site. The information is used to obtain specific **information regarding the location of the proposed program(s), maximum anticipated daily attendance (MADA)** of youth to be served by site and other pertinent information. Please include the name of the school principal or his/her representative as the school contact. The School identification number can be obtained from the school. It is the first 6 digits of the school Basic Education Data Systems (BEDS) code.

Program Site(s) Information-

SITE LOCATION #1	
Site Name:	Adams Elementary
Street Address:	25 Avenue B
City	Albany
Zip Code	12203
County	Albany
Proposed Maximum Anticipated Daily Attendance	100
Number of Weeks in Operation During the first Contract Year 9/01/14 – 8/31/15	36
Hours of Operation (Monday – Friday; 3 Hours Minimum)	3pm – 6pm
Grade Levels of Participants	6-8
Youngest Age to be Served	10 years
Oldest Age to be Served	13 years
School(s) of children to be served: Provide School Name, School District, School BEDS code, Name of Principal	Adams Elementary Albany 123 Mr. Brown
Federal Congressional District for Site 1	District xyz
State Assembly District for Site 1	District 123
State Senate District for Site 1	District abc

**Sample
Description of Program Activities Description**

Community Based Organization All Star After School Academy School/Agency
 Site Adams Elementary
 Maximum Anticipated Daily Attendance 100 Grade Levels 6- 8
 Monday-Friday: From 3 pm to 6 pm (3 hours) *Note: Complete this form for each site*

ACTIVITY	BRIEF DESCRIPTION	FREQUENCY/ TIME	WHO'S PARTICIPATING	FORMAT
Snack	All children come to the cafeteria to have snack. They have an opportunity to hear about any special activities for the day, and attendance is taken.	DAILY/ ½ HOUR AT 3PM	ALL STUDENTS	Children meet with group leaders in cafeteria
Homework Help	Children meet in small groups with group leader and high school students who assist children with homework. Children have opportunity to work in small groups on particular assignments.	1-hour sessions available throughout day. (4 sessions)	All students are required to participate in one 45-minute session/day. They may use the time to read quietly, work independently or get assistance.	Groups of no more than 20 children at a time. Sessions will be scheduled to accommodate children's preference for early or late homework time.
Theatre Arts	Group of children will meet over a 10-week period to put together a dramatic production to be presented to family and peers. Will work on all aspects of production- acting/ costumes/ scenery	1 hour scheduled for 3 days/week (4 sessions)	Open sign-up with limit of number of children for each 10-week session. Effort to enlist different children each session. Limited to 7th and 8th graders. (20-30 students per session)	Children will move through the whole process from selection of script to performance.
Cooking Class	Small group of children focusing on nutrition, food preparation, meal planning and creativity in the art of cooking.	1 hour scheduled for 3 days/week: Tues/Wed/Thurs. (4 sessions)	Open sign-up for all students with a limit of 10 students per class.	Students will work together through each step of preparing a full course meal, from books or family recipes.
Outdoor Rec.	All participants will meet for activities outdoors or in gym for physical recreational games or exercises, like kickball, basketball, jump rope, etc.	1-hour scheduled for 5 days/week (4 sessions)	All students in groups of no more than 30 students per group.	Students meet to interact in structured physical activities with group leader.
Chorus	All students will be given the opportunity to learn to properly sing and form a chorus.	30 minutes Mon. and Fri. (4 sessions)	Open to all students in groups of 15.	Form a chorus through practice with chorus staff and working together for concert.
Creative Writing	All children will be given the opportunity to work in small groups to improve writing styles and skills.	1-hour sessions throughout the day 5 days a week. (4 sessions)	All students / in groups of 10 students per session.	Students will be in a classroom and work together or alone in order to open their creative

ACTIVITY	BRIEF DESCRIPTION	FREQUENCY/ TIME	WHO'S PARTICIPATING	FORMAT
				minds towards writing.
Down Time	Students have time to be in small groups for table games.	30 Minutes/5 days a week (5 sessions)	10-20 students per session	Down time for students to interact with peers.

NOTE: All activities will be conducted with the required staff ratio (10:1 for 9 yrs. & under) (15:1 for 10 yrs. & older)

Program Staffing Plan (one per site)

Demonstrate that you have sufficient staff to serve your target population to provide a high, quality after school program. The purpose of this worksheet is to provide a complete picture of the program staff that will be working with the children and youth. Include in this worksheet the staff to be hired by your agency and subcontractors, if applicable. The Program Staffing Plan provides a list of **only staff providing direct supervision of participants during program hours of operation** and demonstrates your Agency's commitment to provide adequate staffing ratios. The hours shown on this chart for each staff title should not exceed the total number of hours the program operates during any given week. The staff listed in the chart must also be listed in the budget with hours not less than shown in the Staffing Plan.

The sample below will assist you in calculating the minimum number of staff hours per week required to operate your program. Please keep in mind that this is considered the minimum number of staff. The Advantage After School program encourages that the staffing be rich and broad, recognizing the value of youth-adult relationships. Staffing should support a variety of program activities and offer individualized attention. As stated in the Standards of Excellence and in the OCFS School Age Child Care (SACC) regulations, there must be a sufficient number of staff to supervise all children and youth at all times. Required staff ratios are based on the age of the youngest child in the group activity. Your Maximum Anticipated Daily Attendance must not exceed the SACC registration maximum capacity.

Age of Child	Staff: Child	Size of Group Activity
4 through 9 years	1:10	20 children
10 through 12 years	1:15	30 children
13 and above	1:15	30 youth

Please complete a Staffing Plan for each site.

In order to complete the Staffing Plan, you must take the following information and insert the numbers into the formulas. We have included an example to provide guidance. The information you will use includes:

1. Maximum Anticipated Daily Attendance is the maximum number of children or youth that you propose to serve in your program on any given day over the course of the program year.
2. The number of hours each week that a program serves children/youth. (Minimum is 15 hours per week.)
3. The required Staff-to-Child Ratio is a function of the age of the youngest children. If that age is less than 10 years old, then the required ratio is 1:10. If the youth are 10 and over, then the ratio will be 1:15. For programs serving children under the age of 13, it is expected that the required staffing ratios will be maintained at all times (e.g., one staff for 10 children for children through nine years of age; one staff for 15 children for children ages 10-12). The recommended staff ratio for programs serving children over 13 is one adult to 15 children.

USING THE FORMULA PROVIDED IN THE FIRST COLUMN, COMPLETE THE TABLE FOR EACH SITE

We have provided a sample in which the Maximum Anticipated Daily Attendance (MADA) is 120 youth, in a program that is available for 15 hours a week, and is serving youth under the age of 10.

Sample	
Element	Calculation
MADA: 120 Daily Hours: 3 - 6 pm	
Determine Staff to Child Ratio ◆ 1:10 if child is less than 10 years old ◆ 1:15 if child is 10 years and older Note: Ratio is driven by the youngest age of children participating in a program	1:10 (Staff to Child)
Minimum Staff Required = <u>Maximum Anticipated Daily Attendance (120)</u> # of children in Staff to Child Ratio (10)	120 ÷ 10 = 12

- A. Employer - identify whether the staff is employed in the budget by the lead agency or by a subcontractor;
- B. Title/Position - list of the titles or positions in your budget either directly employed by your agency or employed by a sub-contractor that provides direct services to children, including volunteers.
- C. Staff # - the number of staff working in the listed position or title;
- D. Average Hours per Staff Person - the average weekly hours per staff person providing direct services to children. This number cannot exceed the number of program hours per week, e.g., 15 hours.
- E. Staff Hours per Week - Provides the total staff-hours per week for each position title in table. The data is generated by multiplying the: [number of staff positions (C)] x [the weekly hours they work (D)].

Note: The total staff hours per week in your table should be equal to or greater than the calculated rate in the worksheet.

SAMPLE Program Staffing Plan

A staffing plan must be completed for each site

Organization Name **Youth Capacity Builders** Maximum Anticipated Daily Attendance: 120

Site Location: Agency/School PS 137 **Hours of Operation** 3 to 6

Age of Participants: Elementary X **or Middle** **or High**

A	B	C	D	E
Employer	Title/Position	Staff #	Average hours per staff-person	Staff-Hours Per Week E = (c) x (d)
Lead	Group Leaders	6	15	90
HCA Agency	Teachers	4	12	48
Tai Quo	Karate Instructor	1	6	6
AmeriCorps	Youth Aides	5	15	75
Arts Council	Crafts Instructors	6	3	18
Total				237

Quarterly Program Work Plans- (1 set of 4 quarters per site)

This Work Plan should provide a clear picture of the proposed activities and events that will take place during the first year of your program. It should be consistent with and reflective of the information included in the narrative of your application. A Quarterly Work Plan must be completed for each quarter of the first 12 months of the contract year.

Quarterly Work Plans should provide a clear picture of the proposed activities and events that will be taking place during the contract year.

Site refers to the actual location where program activities will take place.

Maximum Anticipated Daily Attendance refers to the maximum number of children the site plans to serve on any given day over the course of the program year.

Anticipated Daily Attendance is the number of children or youth that you propose to serve on any given day during a one-month period. Due to fluctuations in expected attendance over a program year, these numbers may not be the same for each month, especially during the months of September with program start-up and in June as the school year begins to end.

Anticipated Number of Program Days in a Month is the number of days the program will be open to children in the one-month period.

Planned Activity includes the number of youth to be involved, and the nature of the activity.

Frequency of Activity is the number of times this activity will occur such as daily, weekly or monthly.

Youth and Parent Involvement Activities

Please list the planned program activities that include parents and students such as special events, open house, parents as presenters, students as presenters, parent/youth advisory board meetings, outreach activities. Give the frequency during the quarter that each activity will take place. The total number of youth involved for each activity should be noted.

Parents and other family members are encouraged to be involved in the program, and a variety of options are available that respect their skills and strengths and which take into consideration the needs and challenges of working parents.

Describe how children and youth contribute ideas for projects, activities, etc., which are accepted and acted upon, and how they play a role in implementing parts of the program. Youth leadership is included through formalized youth councils or committees, or by involving youth as members of the agency's Board of Directors or by having regularly scheduled meetings with Youth Council and program administration (for programs serving youth 13 years or older)

Pregnancy Prevention Activities

Pregnancy prevention activities must be provided to all youth. Program activities are provided that foster pregnancy prevention through encouraging children and youth to be aware of and explore positive future options vocationally and educationally, to develop an ability to make positive choices and to protect themselves.

Age appropriate pregnancy prevention strategies should focus on factors that are common elements in teen pregnancy. The programs should address the following: improving self-esteem, increasing decision-making skills, expanding awareness of opportunities with a sense of future aspirations, and increasing the ability of youth to assess how present actions impact on future responsibility. If the school already has activities designed to reduce teen pregnancy, the Advantage After School Program should align with, reinforce or augment those program activities. Workforce development/world-of-work activities may include job readiness instruction using a variety of means such as individual and/or group career counseling, discussion, classroom instruction, and the use of interactive computer technology such as Career Zone and Real Game Series, career exploration (e.g., job sampling, Career Days), skills training, portfolio development (resume writing), interviewing skills, and work experience opportunities.

Youth Community Service/Special Projects/Events

Special events and field trips help children and youth get involved in their community and use community resources. Briefly list and describe special events students will participate in during the quarter such as

cultural events, special one-time presentations, and the community service opportunities in which youth, with staff support, participate in community services such as peer tutoring, counseling, education with people outside the program, helping the homebound or homeless, neighborhood landscaping and clean-up, etc. Projects should be clearly aligned with the overall goals of the program.

Integration of Community Resources

In this section, project the collaborations that you expect with community agencies to provide family supports and adult learning opportunities, with local business and service groups to advance student learning and assist the program, school and family, including mentoring activities.

Partnership Activities

Please describe the specific activity such as formal or informal meetings, reports, presentations, projects, with the school partner(s) and other specific partners, the frequency of the activity within a quarter that are planned between the school, the community-based organization, and other partners in the community.

Staff Development

Please specify the anticipated formal trainings staff will participate in during the quarter and the completion date for each. Describe the informal meetings, the number of supervisors and staff involved and how often the meetings will take place during the quarter.

The training should build on the strengths of the staff and assure that staff is knowledgeable about school-age children and youth and have received training in child/youth development or related fields; that new staff is oriented to the job before working (job description, program policies, program philosophy and mission) and that staff is trained to work with families and how to relate to children and youth in ways that promote their positive development.

**Quarterly Work Plan/Report
SAMPLE**

Organization: All Star After School Academy

Site: Adams Elementary

Grade(s) Served: 6-8 Maximum Anticipated Daily Attendance: 100

Contract Quarter: (X) 1st () 2nd () 3rd () 4th Contract Quarter Dates: 9/01/14 to 11/30/14

(Month/Day/Year) to (Month Day/Year)

Complete a Quarterly Work Plan and Report for each AASP site.

	Work Plan				Report			
	Anticipated Average Daily Attendance	Month 1 _0_ Month 2 <u>80</u> Month 3 100	Anticipated Number of Program Days	Month 1 1 0_ Month 2 2 17 Month 3 3 23	Actual Average Daily Attendance	Month 1 1__ Month 2 2__ Month 3 3__	Actual Number of Program Days	Month 1 1__ Month 2 2__ Month 3 3__
Program Components	Planned Activity		Frequency of Activity	Actual Accomplishment	Date(s) Completed			
1. Youth Monthly Attendance								
2. Youth Involvement in Design and Delivery of Program	The Youth Advisory team will meet to discuss ideas for activities		weekly					
3. Parent Involvement in Design and Delivery of Program	Parents Advisory Board will meet to discuss program issues		monthly					
4. Pregnancy Prevention Activities	Planned Parenthood will provide programming		biweekly					
5. Youth Community Service Activities	Participants will take part in a neighborhood cleanup, work at the soup kitchen, hold a food drive		biweekly					
6. Special Projects and Events	Kick- off event, Lights on After School, special family night		1 time per activity					
7. Integration of Community Resources	Mayor's Office & local businesses will provide special speakers		2 times					
8. Partnership Activities	Meetings with Principal, cross-trainings with school staff		4 times					
9. Staff Development	Orientation training, First Aid Training, Youth Bureau Conference		1 time each					

The sample represents the 1st quarter; a work plan must be completed for each quarter.

Community-School Partnership Agreements (see Partnership Agreement on page 70-71)

Attach your Partnership Agreement. This should describe the partners in the after school program, what role each will play and how they reflect the needs and the diversity of the community. The Partnership Agreement must include all organizations that will receive funds. Below is a list of the specific areas that must be included in your Partnership Agreement. In proposals where the program is school-based, it is important to identify the school resources that will be made available for the program. If the program is a community site, it is important to identify the process for coordinating the needs of the children, and assuring communication between the parents, the school staff and the after school program staff.

If the program is based at a community site or a school and the youth who will be attending come from several schools, the partnership agreement may be with either the school district that oversees several schools, or with each school. The important issues are the sharing of information about the youth and about the curriculum. You want to be sure that your program supports the curriculum that the youth have on a daily basis.

The Partnership Agreement must articulate the common objectives of the partners including:

- Vision and goals of the project, which reflect the goals and outcomes of the Advantage After School Program, documenting that this vision is shared by all the partners
- Specific responsibilities: what each partner pledges to do in relation to space, resources, transportation and staffing such as:
 1. Emergency notification of parents and/or guardians;
 2. Arrangement of safe transport of students to program site;
 3. Consistent support of the after school programs for the curriculum at the school;
 4. A comprehensive list of the specific resources to be shared;
 5. Expectations and /or responsibilities of each of the organizations;
 6. Coordination of registration and recruitment;
 7. How program and school staff will keep each other informed about any problems, issues and concerns; and
 8. Shared professional development to enhance the program of both school and after school program staff.
- Advisory/governance structure, including school staff, after school program staff, parents and youth
- Systems for communication, flexibility and accountability for actions and results
- Conflict resolution and grievance process for the adult partners
- Expected performance target strategies and evaluation strategies, such as sharing school profiles, relevant data available in the public domain; test scores, grades, attendance as agreed upon
- Acknowledgement that school staff hired will be employees of the community-based organization (CBO) and paid at CBO rates.

The Partnership Agreement required for the Advantage After School Program must be signed and dated by both the organization that is applying for funds and the school(s) that will be served. The yearly term of the Agreement must also be included. Additional Partnership Agreements should be developed for any other partners who will be receiving funding and/or providing programs or services on site.

Fees provide only if charging

Organizations have the option of operating a program with or without charging fees. Please submit your program policy regarding fees as well as your fee schedule. If you intend to collect fees, attest how youth who want to participate, but cannot afford to pay a fee, will not be excluded. Also, describe the procedures you will use so that fee charging does not impose a significant barrier to youth enrolling in the program. Since all fees received for youth attending the Advantage After School Program must be used to support the operation of that program within the contract year, the estimated total of all fees for the contract year must be listed in your program budget under local share.