

RFA# CCH-2024-02

HEALTH RESEARCH, INC. &

New York State Department of Health

Center for Community Health, Division of Family Health

Bureau of Perinatal, Reproductive, & Sexual Health

Rape Prevention and Education Program

Request for Applications

Rape Prevention and Education Resource Center:
Training, Technical Assistance, and Evaluation

RFA Release Date:	June 3, 2024
Letter of Interest Due:	June 21, 2024
Questions Due:	June 21, 2024
Questions, Answers and Updates Posted (on or about):	July 8, 2024
Applications Due:	August 5, 2024 at 5:00pm EST

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I. Introduction

A. Purpose of Request for Application

Health Research, Inc., and the New York State Department of Health (the Department), Bureau of Perinatal, Reproductive, and Sexual Health is seeking applications for the creation of the Rape Prevention and Education Resource Center (the Resource Center) from eligible organizations to provide training, technical assistance, and evaluation support for the Rape Prevention and Education Program.

Health Research, Inc. and the Department receives funding from the Centers for Disease Control and Prevention ([CDC-RFA-CE-24-0027](#)) to prevent sexual violence perpetration and victimization using a public health approach. The Rape Prevention and Education Program prioritizes primary prevention at the broader community and societal levels, as opposed to prevention services for individuals, to shift social norms, policies, and practices. The focus of this grant opportunity is to support the implementation of data-driven, comprehensive, evidence-based sexual violence primary prevention strategies, and approaches focused on health equity in New York State.

The recipient of this funding opportunity will support the goals and objectives of the Rape Prevention and Education Program through training, technical assistance, and evaluation, including but not limited to, providing support on planning, implementing, and evaluating a public health approach to sexual violence prevention; serving as the New York State Rape Prevention and Education Evaluator; and creating tools and resources to enhance capacity for sexual violence prevention in NYS.

Funds will be awarded to one (1) organization for up to \$300,000 per year for four (4) years (02/01/25-01/31/29).

B. Background

❖ Sexual Violence as a Public Health Issue

Sexual violence can have a profound impact on the lifelong health, opportunity, and well-being of individual and communities. Sexual violence is defined as sexual activity when consent is not obtained or freely given¹. Sexual violence impacts every community and affects people of all genders, sexual orientations, and ages. Anyone can experience sexual violence. The perpetrator of sexual violence is usually someone the survivor knows, such as a friend, current or former intimate partner, coworker, neighbor, or family member. Sexual violence can occur in person, online, or through technology, such as posting or sharing sexual pictures of someone without their consent, or non-consensual sexting.

Sexual violence is rooted in power inequality, is a symptom and a tool of oppression, and is a

¹ [Centers for Disease Control and Prevention, 2022](#)

significant public health problem that can have a profound impact on lifelong health, opportunity, and well-being of individuals and communities. The root causes of sexual violence include factors at the societal, community, relationship, and individual levels. Societal and community factors such as social norms that support sexual violence, weak laws and policies related to sexual violence and gender equity, lack of employment opportunities, and community poverty can increase the risk of sexual violence.

Sexual violence victimization can lead to serious short- and long-term health consequences for individuals including physical and psychological injury, depression, anxiety, and suicidal thoughts, and chronic health problems, such as post-traumatic stress disorder, sexual health problems, negative health behaviors (e.g., smoking, abusing alcohol/drugs, risky sexual activity). A person's economic wellbeing (e.g., employment, work performance) can also suffer due to sexual violence.

Sexual violence impacts every community and affects people of all identities. However, many negative outcomes may not be experienced equally in all communities. Currently and historically marginalized communities, such as people who are Black and Native American, people with disabilities, people who identify as women, and people who identify as LGBTQIA+, are disproportionately impacted by sexual violence and associated negative consequences.

Data shows:

- More than one in three (1 in 3) women and one in four (1 in 4) men have experienced some form of physical sexual violence in their lives.²
- Individuals aged 12-34 are at highest risk for experiencing sexual violence.³
- Women of color, especially multi-racial, black, and indigenous individuals, are at highest risk for all forms of sexual violence.⁴
- Individuals who identify on the LGBTQIA+ spectrum experience higher levels of violence. One in two (1 in 2) people who identify as non-binary, trans, lesbian, gay, bisexual, queer, or pansexual have experienced sexual assault in their lifetime.⁵
- People with disabilities are twice as likely to experience sexual assault as individuals without a disability. People with multiple disabilities are at an even greater risk.⁶

❖ **The New York State Department of Health, Sexual Violence Prevention Unit**

The Sexual Violence Prevention Unit within the Bureau of Perinatal, Reproductive, and Sexual Health seeks to reduce sexual violence in New York State by implementing a public health approach, through:

² [Centers for Disease Control and Prevention, 2022](#)

³ [The National Intimate Partner and Sexual Violence Survey: 2016/2017](#)

⁴ [The National Intimate Partner and Sexual Violence Survey: 2016/2017](#)

⁵ [National Trans Survey, 2015](#)

⁶ [Bureau of Justice Statistics, 2016](#)

- **Partnership:** Facilitate partnership with government, community-based organizations, and community members.
- **Investment:** Fund communities to enhance sexual violence prevention efforts.
- **Education:** Increase capacity of communities, organizations, and individuals to plan, implement, and evaluate sexual violence prevention and response efforts.
- **Policy:** Improve regulation, policy, procedure, and monitoring for sexual violence response and prevention.
- **Evaluation:** Compile existing data and increase data availability of sexual violence incidents, prevalence, and indicators by demographics for public use. Evaluate and research sexual violence response and prevention efforts.

The following are the guiding principles for the Sexual Violence Prevention Unit:

- **Health:** Safety is a critical component of health. Sexual violence is a public health problem contributing to health disparities.
- **Equity:** Sexual violence is rooted in power inequality and is connected to other forms of oppression.⁷ Current and historical oppression, such as racism, sexism, homophobia, ableism, ageism, and more, create unequal burdens for some communities and individuals. Focusing efforts on those at greatest risk for violence will elevate the well-being of all.
- **Community:** People are best served by organizations that reflect their community. It is imperative for government organizations to listen, collaborate with, and provide resources for communities to build safe, thriving spaces in their own vision.
- **Collaboration:** A diverse range of voices are necessary to produce the most equitable outcomes. Communication among various perspectives is critical to create positive change.
- **Autonomy:** Recognizing and respecting an individual’s ability to make decisions about their own body is essential for health, safety, and wellbeing.
- **Accountability:** Systems must improve transparency and take steps to reflect, learn, and own the impact on individuals and communities for public confidence and just governance.

C. The New York Rape Prevention and Education Program

❖ Authorization

The Rape Prevention and Education program was reauthorized through Congress in 2022 through the Violence Against Women Act and is federally administered through the Centers for Disease Control and Prevention. Funds are contingent upon annual appropriations from Congress for the Centers for Disease Control and Prevention’s Rape Prevention and Education program. Federal legislation outlines the permitted uses of program funds. Since 2013, the Centers for Disease Control and Prevention has used a funding mechanism that provides a specific minimum baseline amount for all states and territories and distributes the remaining funds according to a population-based formula.

⁷ [About the National Sexual Violence Resource Center, National Sexual Violence Resource Center](#)

❖ Purpose

The New York Rape Prevention and Education program aims to promote health equity and prevent sexual violence by building infrastructure and capacity across the state by addressing social factors like poverty and discrimination that contribute to the prevalence of multiple forms of violence by fostering meaningful engagement and coordination with communities while building sustainable infrastructure. The recipient of this funding opportunity will provide training, technical assistance, and evaluation support for the Rape Prevention and Education Program.

❖ Priorities

1. Address Root Causes of Sexual Violence

Social determinants of health are the conditions in the environments where people are born, live, learn, work, play, worship, and age. These conditions include a broad range of socioeconomic and environmental factors, including racism, classism, sexism, able-ism, homophobia, xenophobia, and other social determinants. Violence itself is a social determinant of health; violence may also be a result of the environments where people live and grow. For example, people who grow up and live in environments with limited social, educational, and economic opportunities and where violence, racism, and community and domestic instability are daily stressors, are at increased risk of multiple forms of violence. To prevent violence, the underlying social determinants of health must be addressed, including root causes of inequity and social disadvantage. By addressing root causes of violence, programs can address shared risk and protective factors across different forms of violence.

2. Public Health Approach

The Rape Prevention and Education program utilizes a public health approach that prioritizes primary prevention at the community-level. Primary prevention is any intervention that occurs to stop sexual violence before it happens. The public health approach is a four-step process that is rooted in the scientific method. It can be applied to violence and other health problems that affect populations. It includes the following steps: 1) Define and monitor the problem; 2) Identify risk and protective factors; 3) Develop and test prevention strategies; and 4) Assure widespread adoption.

3. Reduce Health Disparities through an Anti-Racist Health Equity Approach

Focus on Communities at Highest Risk.

Sexual violence does not impact all communities equally. A health disparity is a preventable difference in the negative impacts of violence that are experienced by certain populations that have been socially, economically, geographically, and/or environmentally disadvantaged. The Rape Prevention and Education Program's goal is to identify and support communities that are at highest risk for sexual violence to reduce the occurrences of sexual violence across New York State.

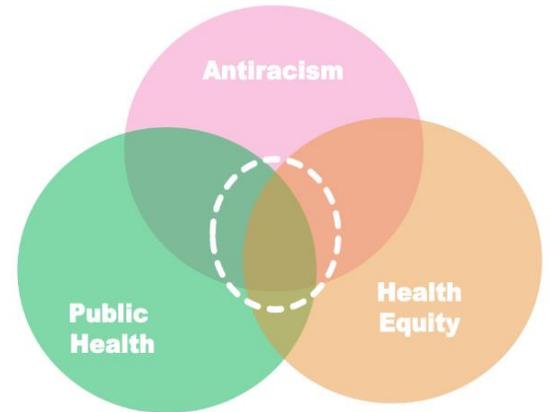
Promote Community Leadership

"Nothing about us without us" is a slogan used to communicate the idea that no policy should be

decided by any representative without the full and direct participation of members of the group(s) affected by that policy. The Rape Prevention and Education Program prioritizes community leadership in part by funding organizations with community credibility to implement innovative primary prevention strategies in communities that have been historically disadvantaged and marginalized.

Anti-Racist Health Equity Approach

In 2022, the Department’s Sexual Violence Prevention Unit hired a consultant to conduct an internal health equity capacity assessment. The consultant, Michelle M. Osborne, J.D. and Associates, LLC (MMO), completed the assessment and provided an action plan for the Rape Prevention and Education Program to implement an anti-racist health equity approach to sexual violence prevention. To achieve health equity, sexual violence prevention programs must work towards improving their awareness, accountability, and action related to antiracism. In other words, if health equity is the outcome, antiracism is the journey. According to Professor Ibram X. Kendi, antiracism is the marriage of antiracist policies and antiracist ideas that produce and sustain racial inequity⁸. This approach centers policies over individuals and addresses all forms of inequity (e.g., gender, sexuality, ability, and socio-economic).



❖ 2024-2029 Planned Activities

Training, Technical Assistance and Evaluation Activities

This contract period for is award will be 2/1/25 – 1/31/29, which corresponds to years 2-5 of the current Centers for Disease Control and Prevention Rape Prevention and Education Program grant cycle (2/1/24-1/31/29). The recipient of this funding opportunity will support the goals and objectives of the Rape Prevention and Education Program both statewide and locally through training, technical assistance, and evaluation, including but not limited to, providing support on planning, implementing, and evaluating a public health approach to sexual violence prevention; serving as the New York State Rape Prevention and Education Evaluator; and creating tools and resources to enhance capacity for sexual violence prevention in New York State. The following is an overview of planned Rape Prevention and Education program activities at the Department and in the community.

Department Programming (Statewide)

The following is an overview of the Department’s goals (as required by the Centers for Disease Control and Prevention) and planned external activities for the current grant cycle (2/1/24-1/31/29). For more details on the Rape Prevention and Education Program requirements, see [CDC-RFA-CE-24-0027](#). For a list of required outcomes for the Department, see attachment 7.

⁸ Kendi, Ibram. How to Be an Antiracist. Bodley Head, 2019.

- Goal 1: Build Infrastructure for Sexual Violence Prevention. The Department will work to enhance the capacity for sexual violence prevention in New York State by identifying or creating and publicly sharing trainings and resources regarding topics related to the sexual violence primary prevention (e.g., public health approach, risk & protective factors, evaluation, community engagement approaches, anti-racist health equity).
- Goal 2: State Action Plan. The Department is required to develop a state action plan under the Rape Prevention and Education Program. To accomplish this, the Department is planning to collaborate with various partners at the state and community levels to identify statewide opportunities, needs, and priorities for the primary prevention of sexual violence.
- Goal 3: Implement Sexual Violence Prevention Approaches. The Centers for Disease Control and Prevention (CDC) requires that the Department implement prevention approaches in each the following three focus areas: 1.) Strengthen economic supports; 2.) Create Protective Environments, and 3.) Promoting Social Norms That Protect Against Violence. The Department is meeting this requirement by developing or identifying and publicly sharing resources, identifying, and tracking indicators, and by supporting community programming in these three areas.
- Goal 4: Data to Action. The Department will develop and implement a state-level evaluation plan that includes a logic model, data dissemination plan, and a data-management plan. Additionally, the Department supports two questions on the [Behavioral Risk Factor Surveillance System](#) to surveil for sexual violence incident and prevalence in the state. Finally, the Department is planning to develop and publicly share evaluation reports related to the RPE program activities.

Community Programming (Local)

In March 2024, the Department released “[Communities Mobilizing for Safety: A Public Health Approach to Sexual Violence Prevention](#) (CCH-2024-01)” (Mobilizing for Safety), a competitive request for application for organizations interested in developing, implementing, and evaluating sexual violence prevention strategies under the Rape Prevention and Education Program.

Recipients of Mobilizing for Safety (program contractors) are required by the Department to utilize a public health approach to develop, implement, and evaluate strategies to address one or two (1-2) of the following social determinants of health utilizing one (1) of the following community engagement approaches with a specified community and population of focus.

Social Determinants of Health	Community Engagement Approaches
<ul style="list-style-type: none"> • Economic Stability • Neighborhood & Physical Environment • Community & Social Context 	<ul style="list-style-type: none"> • Community Mobilization • Coalition Building • Promotores/Community Health Workers

Additionally, program contractors are required to ensure organizational capacity and qualified staffing; conduct an anti-racist health equity organizational capacity assessment; participate in training and technical assistance; conduct a planning process (including conducting a community assessment, developing a logic model, and creating an implementation work plan); and prioritize evaluation and quality Improvement (including developing a local evaluation plan and participating in the state evaluation plan).

For more details on program contractor requirements, see *Mobilizing for Safety*. For a list of required outcomes for program contractors, see attachment 7.

II. Who May Apply

A. Minimum Eligibility Requirements

Applicants must meet all the following minimum eligibility requirements:

- Not-for-profit 501(c)(3) or for-profit educational/training, academic, and/or research organizations; teaching hospital/medical center; or public/social policy organization.
- A minimum of three (3) years of experience providing training and technical assistance to community-based organizations.
- A minimum of three (3) years of experience in programmatic participatory-based evaluation.

All applicants must identify one lead organization that meets the minimum eligibility requirements. The lead organization may apply with consultants or subcontracts to improve their application.

B. Encouraged to Apply

Strong applicant organizations will have knowledge and experience in providing training, technical assistance, and evaluation on a public health program. Organizations are encouraged to apply with:

- Experience with an in-depth knowledge of the public health approach to sexual violence prevention.
- Experience hiring and collaborating with subject-matter experts to provide professional educational opportunities.
- Experience publishing and/or publicly sharing findings on program evaluation.
- Experience presenting relevant subject matter to a national audience.

C. Additional Considerations

Health Research, Inc and the Department are releasing two other competitive opportunities in 2024 under the Rape Prevention and Education Program for 1) [Communities Mobilizing for Safety \(CCH-2024-01\)](#) and 2) a health equity advisory committee. The Communities Mobilizing for Safety request for applications was released in March 2024 for organizations interested in developing, implementing, and evaluating sexual violence prevention strategies across New York State. The advisory committee

will be released in 2024 to provide oversight and feedback on the program’s antiracist health equity approach. Organizations that are awarded funding under this opportunity will not be eligible for the two other Rape Prevention and Education program procurements in 2024 identified above.

III. Project Requirements

In collaboration with the Department, the Rape Prevention and Education Resource Center (the Resource Center) must meet the following project requirements. Refer to the Scope of Work (Attachment 6) for full details on required goals, objectives, milestones, timeline, staff responsibility, and deliverables.

Goal 1: Build Infrastructure for Sexual Violence Prevention	
Objective 1.1	Build and maintain internal program capacity to provide training, technical assistance, and evaluation for sexual violence prevention efforts, utilizing a health equity approach.
<p>Organizational and staff capacity is a priority throughout the lifecycle of this program. An anti-racist health equity approach starts with the organization’s internal anti-racist policies, practices, and programs. Antiracism must have a strong foundation within the organization.</p> <p>The Resource Center will need to demonstrate:</p> <ul style="list-style-type: none"> • Trauma-informed practices, pay-equity policies, and self-care within the organization. • Support for wages that adequately compensate staff for high-level competencies that meet the need of this grant and other supports for training, technical assistance, and evaluation staff. • Flexible scheduling to allow staff to work with the community in evenings, weekends, or other non-traditional hours. • Understanding of the public health model for sexual violence prevention, including but not limited to, risk and protective factors; culturally competent approaches to public health programs; community-level violence prevention; health equity, health disparities, and social determinants of health. • Experience working with and providing training and technical assistance to racially, culturally, and ethnically diverse groups. • Experience in the use of technology to provide training and disseminate information. • Experience providing training and technical assistance to grassroots, community-based, and/or culturally specific organizations. • Experience in program evaluation and community-based participatory research. <p>Organizations are required to ensure adequate staffing to complete the project activities. The following minimum staffing patterns are strongly recommended:</p>	

- 1.0 full-time equivalent training and technical assistance staff & .10 full-time equivalent manager
- 1.0 full-time equivalent evaluation staff
- .20 full-time equivalent manager for both staff OR .10 full-time equivalent manager for each position
- In-kind or funded support from the organization’s leadership and other staff to support program staff with meeting all scope of work requirements.

The Resource Center will identify a staff person to serve as the New York State Rape Prevention and Education Program Training and Technical Assistance Coordinator. This position must:

- Serve as the primary point of contact at the Resource Center for program contractors.
- Attend the National Sexual Assault Conference, including an annual pre-event for the Rape Prevention and Education Program.
- Demonstrate competencies related to training and technical assistance and adult learning theory.
- Demonstrate competencies related to sexual violence prevention, anti-racist health equity, leadership, and teamwork.

The Resource Center will identify a staff person to serve as the New York State Rape Prevention and Education Program Evaluator. This position must:

- Attend an annual reverse site-visit to Atlanta with the Department.
- Attend the annual National Sexual Assault Conference, including a pre-event for the Rape Prevention and Education Program.
- Demonstrate competencies related to program evaluation, data analysis, and research.
- Demonstrate competencies related to sexual violence prevention, anti-racist health equity, leadership, and teamwork.

The Resource Center may choose to include subrecipient(s) or consultants to meet staffing needs or improve the organization’s capacity. If an organization is applying with a subrecipient, they will be required to clearly demonstrate how both the Resource Center and subrecipient meet all of qualifications. All subrecipient or consultant contracts should include a distribution of funding that is relative to the distribution of responsibilities.

<p>Objective 1.2</p>	<p>Review and update a NY RPE Program orientation training and technical assistance plan for contractor staff.</p>
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Program contractor staff will have a varying degree of experience with key elements of this grant, including, but not limited to the public health approach; logic models; strategic planning; inside-out approach; social determinants of health; anti-racist health equity; community engagement; sexual violence prevention and response; trauma-informed care and responding to disclosures; and evaluation.

To support program contractor staff throughout the grant cycle, the Resource Center will review, and update training and technical assistance tools and resources needed to orient program contractor staff to the RPE Program goals and requirements. The Resource Center will also create or review and update an orientation timeline and dissemination plan, make plan adaptations as needed, and track implementation and usage of orientation trainings and/or technical assistance.

**Objective
1.3**

Conduct/promote training and technical assistance to build internal capacity of NY RPE program contractors.

Program contractors are required to:

- Ensure organizational capacity and qualified staffing.
- Conduct an internal organizational anti-racist health equity capacity assessment.
- Develop and implement an action plan based on the assessment.

To support program contractors to meet these requirements, the Resource Center in collaboration with the Department will:

- Identify or develop and share tools and/or resources for improving internal capacity (e.g., competencies pick list, job descriptions, antiracist workplace policies).
- Provide training and technical assistance on conducting and analyzing the anti-racist health equity capacity assessment.
- Provide evaluation support for contractors on summarizing the anti-racist health equity capacity assessment and developing an action plan.
- Provide technical assistance on implementing the action plan.

**Objective
1.4**

Participate in Centers for Disease Control and Prevention- and Department-sponsored programs and activities.

The Resource Center is required to have all RPE program staff participate in Centers for Disease Control and Prevention, and Department, sponsored programs and activities in order to stay up to date on program requirements and priorities, and to foster professional development and networking.

The Resource Center is required to budget for annual travel and registration costs for the National Sexual Assault Conference, including the pre-conference RPE-Program meeting for at least two (2) staff. The Resource Center is also required to budget for annual travel for one (1) evaluation staff to attend the Centers for Disease Control and Prevention's RPE reverse site visit in Atlanta, GA.

The Resource Center is encouraged to budget for RPE program staff to attend the annual New York State Coalition Against Domestic Violence Prevention Conference.

RPE Program training, technical assistance, and evaluation staff and managers, including subrecipient(s) as applicable, are required to participate in grant monitoring calls with the Department as required.

The Resource Center will develop, implement, and maintain a training and professional development plan for staff to ensure that all staff have the capacity to complete project requirements.

Goal 2: Develop Training and Technical Assistance Plan

Objective 2.1	Conduct a training and technical needs assessment of RPE program contractors.
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The Resource Center will develop and implement an annual training and technical assistance needs assessment of the program contractors based on the Department requirements for program contractors. The Resource Center will analyze the results and develop a summary report for review and discussion with the Department.

Objective 2.2	Develop a training and technical assistance plan.
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Utilizing the results from the training and technical assistance needs assessment, evaluation tools (see objective 4.4), and other relevant sources, the Resource Center will develop an annual training and technical assistance plan, including at minimum a 2-day in-person conference, two (2) virtual trainings, and technical assistance. For additional details see objective 3.1.

Objective 2.3	Utilize individuals with diverse experience and expertise in developing and implementing the training and technical assistance plan.
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A health equity approach includes involving communities most impacted by violence in developing, implementing, and evaluating prevention strategies. Similarly, developing and implementing training and technical assistance must include a diversity of individuals with expertise and experience in related topics. Expertise in a subject matter can come from different sources including, but not limited to, lived experience and professional/educational experience. Lived and professional experience are different, and both bring critical information and context to consider when developing, implementing, and evaluating prevention strategies.

The Resource Center will consult with individuals or organizations with relevant lived and/or working experience and/or expertise in topics identified in the training and technical assistance plan to develop, implement, and/or evaluate the training and technical assistance plan. Individuals can be staff of the Resource Center or outside consultants. Individuals and/or organizations that contribute to the development, implementation, and/or evaluation of the training and technical assistance plan

must be compensated fairly by the Resource Center for their efforts.

Goal 3: Support Sexual Violence Prevention Approaches

Objective 3.1

Implement Training and Technical Assistance Plan.

To enhance sexual violence prevention capacity in New York state and to support the program contractors in meeting program requirements, the Resource Center will implement and evaluate (see objective 4.4) and manage all logistics for an annual training and technical assistance plan, including a 2-day in-person conference, trainings, technical assistance, tools, and resources. Program contractor staff will be strongly encouraged to attend training and technical assistance opportunities.

Two-day In-person Conference: The Resource Center will deliver one (1) annual, two-day in-person conference for program contractors on topics related to the RPE Program and sexual violence primary prevention. The conference must be held in the Capital Region of New York State. The Resource Center is required to budget for logistical costs associated with this conference, including but not limited to, travel, per diem, and compensation for staff, consultants, and speakers.

Trainings: The Resource Center will provide at least two (2) virtual trainings in collaboration with the Department to program contractors and a broader New York State audience on sexual violence primary prevention topics as determined by the Department.

Technical Assistance: The Resource Center will provide training and technical assistance to the program contractors on capacity building, assessing, selecting, adapting, implementing, and evaluating effective sexual violence primary prevention strategies utilizing identified community engagement strategy for their communities and populations of focus and related topics as requested by program contractors or the Department. Additionally, the Resource Center will identify and share external training and technical assistance resources and opportunities with contractors and the Department.

Resources: The Resource Center will collect and/or develop and disseminate current resources on effective sexual violence primary prevention strategies as well as on a broad range of topics related to sexual violence primary prevention. Resources include, but are not limited to, written, audio, or visual materials to provide information such as best practices, research findings, policies, summary and other reports, media, and online platforms.

Tools: The Resource Center will collect and/or develop and disseminate tools needed for effective sexual violence primary prevention strategies as well as on a broad range of topics related to sexual violence primary prevention. Tools include, but are not limited to, practical materials to be utilized in

program planning, implementation, and evaluation (e.g., templates, checklists, assessments)

Manage all logistics: The Resource Center will manage all logistical tasks associated with implementing the training and technical assistance plan including, but not limited to, identifying expert speakers, scheduling events, conducting participant registration, securing meeting space for training events, tracking requests for technical assistance, developing outreach and communication materials, etc. The Resource Center will be responsible for payment of the room rental, cost of speakers' fees, travel and per diem costs, and the cost of video conferencing, printing, and other materials needed to accomplish the training and technical assistance plan. Within the Department and Health Research, Inc. guidelines for travel, the Resource Center will ensure sufficient lodging to accommodate training participants at or near the training location. All participants will be required to pay for their own travel, lodging and meals.

The training and technical assistance plan must meet requirements set by the department, including, but not limited to:

- Training and technical assistance should build on the strengths of program contractor staff, communities, and populations of focus; should work to create spaces of growth and learning while maintaining physical and emotional safety; and should include space for joyful learning to encourage creativity.
- Principles and best practices of adult learning theory should be utilized to plan, implement, and evaluate the training and technical assistance plan.
- Training and technical assistance must be offered at hours which meet program contractors' needs, including evenings and weekends if applicable.
- Training and technical assistance must be offered on platforms and through means that are accessible to the intended audiences.
- Conference, training, technical assistance, tools, and resources should be developed by or in partnership with people with diverse lived and/or working experience and/or expertise, especially as related to the topic at hand.
- Tools and resources created by the Resource Center, must be written in plain language for a diverse audience and include visualizations to improve comprehension when applicable. Any included images must reflect the diversity of intended audience.
- All in-person events must meet accessible mobility needs of everyone in attendance.

Goal 4: Data to Action

**Objective
4.1**

Gather and synthesize publicly available state-, territory- and community-level data to inform sexual violence prevention, track disparities in targeted Social Determinants of Health and rates of sexual violence in priority populations.

The Department is working on improving data availability and transparency for the public and partners. A public health approach uses data to guide decisions. However, data on sexual violence

is often incomplete or difficult to identify. Community-based organizations or other partners working towards sexual violence prevention may not have the capacity to identify and track potential data sources that may improve their ability to serve communities and individuals at the highest-risk for sexual violence.

The Resource Center will collaborate with the Department to identify, track, and report on sexual violence indicators. Indicators may include sexual violence outcomes, risk and protective factors, social determinants of health, or proxy measures for sexual violence victimization or perpetration. The Resource Center will identify the strengths and limitations of selected indicators, particularly related to anti-racism and health equity. Where possible, the Resource Center will partner with the Department to improve selected indicators or identify new data sources that improve health equity. The Resource Center will assist the Department will identifying data sources to be included in the evaluation plan.

The Resource Center will develop a data dissemination plan that includes activities for sharing data with partners and other organizations working towards the prevention of sexual violence. The plan should include a community-level report for sharing data that is brief, easy to understand, and highlights communities in New York State at the highest burden of sexual violence. The Resource Center will collaborate with the Department to share findings annually.

**Objective
4.2**

Assist with contractor evaluation plans to identify and select sexual violence prevention strategies for populations and communities with disproportionately high rates of sexual violence.

The Department’s state-level evaluation plan will include requirements for improving program contractors’ capacity for local evaluation. Program contractors must have systematic processes in place to seek routine feedback from the community to implement a successful community engagement strategy.

The Resource Center will provide training and technical assistance to the program contractors on developing a local evaluation plan that is feasible and addresses their community priorities. Local evaluation plans must include opportunities for gathering feedback from their priority population and community such as through surveys, interviews, or focus groups. The Resource Center will support the development of local evaluation plans by providing training opportunities on participatory evaluation, identifying, or creating tools for evaluation, and assisting program contractors with analyzing data findings as needed.

**Objective
4.3**

Develop and implement an equity-focused evaluation plan.

The Centers for Disease Control and Prevention (CDC) requires the Department to develop and submit a state-level evaluation plan that includes a logic model, data dissemination plan, and a data-

management plan by October 2024. A major component of the Resource Center will be to collaborate with the Department to update and implement the state-level evaluation plan annually. The evaluation plan must comply with all CDC requirements (publicly available here: [CDC-RFA-CE-24-0027](#)) and demonstrate clear anti-racist health equity components that address power dynamics within traditional evaluation. For example, the evaluation plan must prioritize feedback from partners and the community on what is most important to evaluate and include opportunities for sharing information back with all stakeholders.

The Resource Center will assist program contractors with training and technical assistance on the evaluation plan, including how to submit the required data at least quarterly. Annually, the Resource Center will assist the Department with completing the CDC’s Annual Progress Report by analyzing all available data. As determined by the data dissemination plan, the Resource Center will assist the department with sharing findings with partners and the public routinely.

Overview of the evaluation plan requirements:

- The logic model must demonstrate the overall efforts of the New York State Rape Prevention and Education Program, include all Department, resource center, and program contractor strategies and approaches, and all expected short-term, intermediate, and long-term outcomes. The logic model must demonstrate an alignment between activities and outcomes, as well as alignment between program contractor strategies and activities with state-level outcomes.
- The evaluation plan must address evaluation of the implementation (process) and outcomes for the state action plan; evaluation of the implementation (process) and outcomes for the selected prevention focus areas and approaches implemented by the Department and all contractors; and the approach and methods for continuous program improvement.
- The evaluation plan must include identified sexual violence indicators.
- The Data Management Plan must include a description of all the data to be used for the evaluation plan.
- The data dissemination plan must include periodic opportunities to share evaluation findings with the public and partners.

<p>Objective 4.4</p>	<p>Use training and technical assistance monitoring and evaluation data to improve strategies.</p>
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The Resource Center will participate in the Department’s evaluation plan by collecting and submitting data as described in the Scope of Work (Attachment 6) and within the evaluation plan for process and outcomes measures at least quarterly. The Resource Center will be responsible for developing their own evaluation plan, tools, and analysis for training and technical assistance by implementing satisfaction surveys, pre/posttests, and/or interviews. Finally, the Resource Center may be required to participate in other Department’s evaluation activities such as interviews or surveys.

IV. Administrative Requirements

A. Issuing Agency

This Request for Applications (RFA) is issued by Health Research, Inc. and the NYS Department of Health, Division of Family Health, Bureau of Perinatal, Reproductive, & Sexual Health, Rape Prevention and Education Program with funding provided by the Centers for Disease Control and Prevention. Health Research Inc./New York State Department of Health are responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase:

All substantive questions must be submitted by email to SVPrevention@health.ny.gov by the date on the cover of this application.

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

Questions of a technical nature can also be emailed to SVPrevention@health.ny.gov. **Questions are of a technical nature if they are limited to how to prepare the application (e.g., formatting) rather than relating to the substance of the application.**

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

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

C. Letter of Intent/Interest (optional)

Prospective applicants are **strongly encouraged** to complete and submit a letter of interest (Attachment 1). Prospective applicants may also use the letter of interest to receive notification when updates/modifications are posted; including responses to written questions. Letters of interest should be submitted to SVPrevention@health.ny.gov.

Please ensure that the RFA number is noted in the subject line and are submitted by the date posted on the cover of the RFA.

D. Applicant Conference

An applicant conference will not be held for this project.

E. How to file an application

Applications must be **received** at the following email address by the date and time posted on the cover sheet of this RFA: SVPrevention@health.ny.gov.

Applicants will receive a confirmation email when the application is delivered to the email above. Applicants are encouraged to submit early to reduce any email deliverable or attachment errors. Applicants should follow-up for confirmation that their application was received if they do not hear back before the due date. Late applications will not be accepted. It is the applicant's responsibility to see that applications are delivered to the email address above prior to the date and time specified above. Late applications due to documentable delay or errors may be considered at HRI's discretion.

A completed application includes the following email attachments:

- Attachment 3 – Applicant Proposal Template
 - Relevant resumes (optional) (see question 3D)
- Attachment 5 – Applicant Budget Template
- Organizational chart including notation of where the work will reside
- Letter of commitment from each subrecipient (if applicable)

Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. **Applications will not be accepted via fax or mail.**

F. HRI AND THE DEPARTMENT OF HEALTH RESERVE THE RIGHT TO

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at HRI's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.

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

G. Term of Contract

Any contract resulting from this RFA will be effective only upon final approval by Health Research, Inc. It is expected that contracts resulting from this RFA will have the following time periods:

Contract Year	Contract Dates	Maximum Funds Available
Year 1	2/1/25 to 1/31/26	\$300,000
Year 2	2/1/26 to 1/31/27	\$300,000
Year 3	2/1/27 to 1/31/28	\$300,000
Year 4	2/1/28 to 1/31/29	\$300,000

Renewals are dependent upon satisfactory performance and continued funding. HRI reserves the right to revise the award amount as necessary due to changes in the availability of funding.

H. Payment & Reporting Requirements of Awardees

1. The contractor shall submit QUARTERLY vouchers and required reports of expenditures to: SVPrevention@health.ny.gov
2. The contractor shall submit the following periodic reports: Quarterly data reports as specified by the Department.

All vouchering requirements will be detailed in Exhibit C of the final contract.

I. General Specifications

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

J. HRI General Terms & Conditions

The following will be incorporated as Attachment A into any contract(s) resulting from this Request for Application.

Attachment A

General Terms and Conditions - Health Research Incorporated Contracts

1. **Term** - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.
2. **Allowable Costs/Contract Amount** –
 - a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.

- b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.
- c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable, to the Agreement, in the performance of the Scope of Work in accordance with cost principles of the Department of Health and Human Services Grants Policy Statement (HHS GPS). To be allowable, a cost must be necessary, cost-effective and consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. Contractor shall supply documentation of such policies and procedures to HRI when requested.
- d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to audit by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for three years after the final voucher is submitted for payment. This provision includes the right for HRI to request copies of source documentation in support of any costs claimed. If an audit is started before the expiration of the 3-year period, the records must be retained until all findings involving the records have been resolved and final action taken. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

A. Administrative, Financial and Audit Regulations –

- a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below, including, but not limited to, the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (referred to herein as the "Uniform Guidance") as codified in Title 2 of the Code of Federal Regulations. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally- funded projects only), regardless of the source of the funding specified (federal/non-federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Clauses.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	Uniform Guidance	Uniform Guidance	Uniform Guidance
Not-for-Profit	Uniform Guidance	Uniform Guidance	Uniform Guidance
State, Local Gov. or Indian Tribe	Uniform Guidance	Uniform Guidance	Uniform Guidance
For-Profit	45 CFR Part 74	48 CFR Part 31.2	Uniform Guidance
Hospitals	2 CFR Part 215	45 CFR Part 74	Uniform Guidance

- b) If this Agreement is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

4. Payments -

- a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
- Insurance Certificates pursuant to Article 9.
 - A copy of the Contractor's latest audited financial statements (including management letter if requested);
 - A copy of the Contractor's most recent 990 or Corporate Tax Return.
 - A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates.
 - A copy of the Contractor's time and effort reporting system procedures (which are compliant with the Uniform Guidance) if salaries and wages are approved in the Budget.
 - A copy of equipment policy if equipment is in the approved budget.
 - Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

- b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e., each month, each quarter). Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than sixty (60) days from termination of the Agreement. Vouchers received after the 60-day period may be paid or disallowed at the discretion of HRI.
- c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits, or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.
- d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.

- 5. Termination** - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of

termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.

6. Representations and Warranties – Contractor represents and warrants that:

- a) it has the full right and authority to enter into and perform under this Agreement.
- b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices.
- c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A.
- d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.

7. Indemnity - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents, employees, officers, board members, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

8. Amendments/Budget Changes –

- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.
- b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
- c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

9. Insurance –

- a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance, or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverages and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.
- b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:
 - 1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
 - 2) Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - 3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.
 - 4) If specified by HRI, Professional Liability Insurance with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- c) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and
- d) Be reasonably satisfactory to HRI in all other respects.

10. Publications and Conferences –

- a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State Department of Health (DOH) and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: "The content of this publication (journal article, etc.) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.
- b) Conference Disclaimer: Where a conference is funded by a grant, cooperative agreement, sub-grant and/or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites, "Funding for this conference was made possible (in part) by the <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project

Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.”

Use of Logos: In order to avoid confusion as to the conference source or a false appearance of Government, HRI or DOH endorsement, the Project Sponsor, HRI and/or DOH’s logos may not be used on conference materials without the advance, express written consent of the Project Sponsor, HRI and/or DOH.

11. Title -

- a) Unless noted otherwise in an attachment to this Agreement, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI. The Contractor agrees to expeditiously take all required actions to affect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180-day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber, or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.
- b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, “Works”) made, produced, or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are “works made for hire”, which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to affect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

12. Confidentiality - Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses. Contractor acknowledges and agrees that, during the course of performing services under this Agreement, it may receive information of a confidential nature, whether marked or unmarked, (“Confidential Information”). Contractor agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Contractor will not disclose Confidential Information in an unauthorized manner to any third party without HRI’s advance written consent.

13. Equal Opportunity and Non-Discrimination - Contractor acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination provisions, that Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual’s relationship or association with a member of a protected category or any other basis protected by applicable state and federal law. Furthermore, Contractor agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familiar status, domestic violence victim status, individual’s relationship or association with a member of a protected category or any other basis protected by applicable state and

federal law: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. Contractor is subject to fines of \$50.00 per person per day for any violation of this provision, or of Section 220-e or Section 239 of the New York State Labor Law, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

14. Use of Names - Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 10 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the express written approval of HRI.

15. Site Visits and Reporting Requirements -

- a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for three years after the final voucher is paid.
- b) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor and inspect Records. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.
- c) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

16. Miscellaneous -

- a) Contractor and any subcontractors are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health, or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provision requiring the subcontractor to pay its Employer Obligations when due. Contractor is fully responsible for the performance of any independent contractors or subcontractors.
- b) This Agreement may not be assigned by the Contractor, or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.
- c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict, or the appearance of a conflict, with the proper discharge of Contractor's duties under this Agreement or the conflict-of-interest policy of any agency providing federal funding under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict. Contractor certifies that it has

implemented and is in compliance with a financial conflict of interest policy that complies with 42 CFR Part 50 Subpart F, as may be amended from time to time. Contractor acknowledges that it cannot engage in any work or receive funding from HRI until they have disclosed all financial conflicts of interest and identified an acceptable management strategy to HRI. At HRI's request, Contractor will provide information about how it identified, managed, reduced or eliminated conflicts of interest. Failure to disclose such conflicts or to provide information to HRI may be cause for termination as specified in the Terms & Conditions of this Agreement. HRI shall provide Contractor with a copy of notifications sent to the funding agency under this Agreement.

- e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.
- f) All official notices to any party relating to material terms hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.
- g) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.
- h) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.
- i) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.
- j) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state, and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.
- k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.

17. Federal Regulations/Requirements Applicable to All HRI Agreements -

The following are federal regulations, which apply to all Agreements; regardless of the source of the funding (federal/non-federal) specified on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

- a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including but not limited to Section 474(a) of the HHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *HHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.
- c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principal investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.
- d) Contractor is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25. Contractor must maintain the accuracy/currency of the information in SAM at all times during which the Contractor has an active agreement with HRI. Additionally, the Contractor is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in information.
- e) Equal Employment Opportunity – for all agreements

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a) which is hereby incorporated herein.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

- f) National Labor Relations Act (Executive Order 13496)

Contractors that are not exempt from the National Labor Relations Act and have contracts, subcontracts or purchase orders subject to EO 13496 must satisfy the requirements of that Executive Order and its implementing regulations at 29 CFR Part 471 to be in compliance with the law.

18. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
- 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
 - 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
 - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
 - 5) Sections 522 and 526 of the HHS Act as amended, implemented at 45 CFR Part 84 (non-discrimination for drug/alcohol abusers in admission or treatment).
 - 6) Section 543 of the HHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
 - 7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
 - 8) HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.
 - 9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the HHS Grants Policy Statement.
- b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
- c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
- d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
- e) Criminal Penalties for Acts Involving Federal Health Care Programs_- Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.
- f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.
- g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- h) Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b (b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) and individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) in return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years or both.
- i) Clean Air Act and the Federal Water Pollution Control Act Compliance - If this contract is in excess of \$150,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- j) Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.
- k) Whistleblower Policy: Congress has enacted whistleblower protection statute 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, subgrantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

The statute (41 U.S.C. 4712) states that an “employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure “that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law enforcement agency; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or subgrantee who has the responsibility to investigate, discover or address misconduct.

19. Required Federal Certifications –

Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b) The Contractor is not delinquent on any Federal debt.
- c) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) – Contracts for \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- d) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- e) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- f) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- h) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a government owned vehicle and/or using government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
- i) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/specialtopics/lep/lepguidance.pdf>.
- j) Equal Employment Opportunity, requires compliance with E.O. 13672 "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, "Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and

cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

V. Completing the Application

A. Application Content

To apply for this funding opportunity, please complete all the requested information on Attachment 3. Your responses to the questions on attachment 3 comprise the main application submission. Please respond to all items within each section. When responding to the questions, be mindful that application reviewers may not be familiar with the agency and its services. Therefore, answers should be specific, succinct, and responsive to the statements and questions as outlined.

A complete application must also include a budget submission for the first year (attachment 5). Additionally, include an organizational chart for the applicant organization including notation of where the work will reside, a letter of commitment from each subrecipients (if applicable), and any relevant resumes (optional). Relevant resumes may include proposed program staff or management. The organizational chart is required component for a complete application submission.

The following attachments must be included to apply:

- Attachment 3 – Applicant Proposal Template
 - Relevant resumes (optional) (see question 3D)
- Attachment 5 – Applicant Budget Template
- Organizational chart including notation of where the work will reside
- Letter of commitment from each subrecipient (if applicable)

Attachment 3 – Applicant Proposal Template

1. Cover Page (0 points)

A form is provided to serve as the cover page for the application. All requested information should be completed on this form. Application will not be scored without submission of a completed and signed cover page.

2. Executive Summary (0 points)

The purpose of this section is for the applicant to provide a brief description of their proposal.

3. Organizational Capacity (20 points)

The purpose of this section is for the applicant to describe their fit and capacity to successfully plan, implement, and evaluate their proposal.

- A. Provide an **overall description of the organization** such as the mission, staffing structure, and programs. Please include a description of the organization's management and operations that prioritize a trauma-informed and caring workplace.

- B. Describe the organization's experience and knowledge in **sexual violence prevention**. Please include any experience presenting a relevant subject matter to a state or national audience.
- C. Describe the organization's experience and knowledge in **public health**, including the role of risk and protective factors. Please include any experience presenting a relevant subject matter to a state or national audience.
- D. Describe the **staffing proposal** that will support and implement the Scope of Work (Attachment 6). Include how the primary staff who will be providing training, technical assistance, evaluation, and supervision possess the necessary skills and competencies to accomplish the scope of work. If you are applying with a subrecipient, describe how subrecipient will support the organization's staffing proposal. Include resumes for any currently hired staff as attachments to the application (optional).

4. Training and Technical Assistance (30 points)

The purpose of this section is for the applicant to describe their fit and capacity to successfully plan, implement, and evaluate their proposal.

- A. Describe the organization's capacity to **deliver training and technical assistance** including methods for delivery of technical assistance; utilization of technology to deliver trainings; planning and delivering face-to-face trainings and meetings. Please include a description of the organization's best practices for serving grassroots, community-based, or culturally specific organizations with limited resources.
- B. Describe the organization's ability to **provide expert consultation and serve as a resource** for emerging policy and program needs related to community-level sexual violence prevention, a public health approach, and community engagement. Please include the organization's experience with **engaging and collaborating with** other state and/or national organizations and individuals with expertise in the field to deliver training and technical assistance.
- C. Describe the organization's experience in utilizing **adult learning theory** to develop and implement training and technical assistance to racially, culturally, and ethnically diverse populations. Please include the organization's experience developing and implementing training and technical assistance that **creates space for joyful learning** to encourage creativity.
- D. Describe how the organization will **determine the training and technical assistance needs** of the NY RPE program contractors related to capacity building, and planning, implementing, and evaluating required activities.
- E. Describe how the organization will **develop, implement, and evaluate a training and technical assistance plan** that meets the requirements outlined on pages 13-15.

5. Evaluation (30 points)

The purpose of this section is for the applicant to describe capacity to successfully evaluate the Rape Prevention and Education Program.

- A. Describe the organization's **capacity for program evaluation**. Please include the

organization's experience and knowledge of process and outcome evaluation of a community-level policy or environmental change strategy.

- B. Describe the organization's experience related to **racial equity and health equity** as it relates to evaluation.
- C. Describe the organization's experience **publishing and/or publicly sharing** findings on program evaluation.
- D. Describe the organization's experience collaborating with a **diverse set of stakeholders** to develop and implement an evaluation plan and data dissemination plan.
- E. Describe how the organization will **develop and implement an evaluation plan** on the Department's Rape Program and Education Program that meets the requirements outlined on pages 15-17.

Attachment 5 – Applicant Budget Template

6. Budget (20 Points)

The purpose of this section is for the applicant to provide a detailed budget narrative that supports the success of their proposal.

Up to \$300,000 per year will be awarded to one (1) organization for four (4) years (2/1/25-1/31/29). The fiscal cycles are consistent with the federal fiscal year.

Applicants are required to submit a budget for year one (1) at the time of application (Attachment 5). All costs must be related to the provision of this grant opportunity, reasonable, and cost effective. Justification for each cost must be submitted in narrative form within each budget template. For all existing staff, the budget justification must delineate how the percentage of time devoted to this initiative has been determined. **THIS FUNDING MAY ONLY BE USED TO EXPAND EXISTING ACTIVITIES OR CREATE NEW ACTIVITIES PURSUANT TO THIS RFA. THESE FUNDS MAY NOT BE USED TO SUPPLANT FUNDS FOR CURRENTLY EXISTING STAFF ACTIVITIES.**

Any ineligible budget items will be removed from the budget prior to contracting. The budget amount requested will be reduced to reflect the removal of the ineligible items. For complete budget instructions, refer to Attachment 4.

The budget is required to including funds for the following events:

1. Travel for the Program Evaluator to attend the annual reverse site-visit in Atlanta, GA.
2. Travel for the Training and Technical Assistance Coordinator and the Program Evaluator to attend the annual National Sexual Assault Conference, including a pre-event for the Rape Prevention and Education Program.
3. Funding to host an annual in-person conference including, but not limited to:
 - i. Conference space
 - ii. Conference technology

- iii. Speaker costs (as applicable)
 - iv. Travel for at least two (2) staff (e.g., hotel, per diem, transportation)
 - v. Printed materials
4. Funding to host two (2) virtual trainings per year including, but not limited to:
- i. Speaker costs (as applicable)

The budget will be scored based on the following criteria: (20 points)

- A. Did the applicant submit a complete 1-year budget template that includes funding the required events and a narrative justification for each item? Direct costs may include personal service, fringe benefits, space, program operations, subrecipients, consultants, travel, equipment, and other budget costs.
- B. Does the budget align with the Scope of Work requirements and the project proposal, including paying for all logistical costs?
- C. Does the budget set aside funding to support expert consultants for implementing the training and technical assistance plan?
- D. As required by the Centers for Disease Control and Prevention Rape Prevention and Education Program, applicant budgets MAY NOT include an indirect rate or indirect costs of greater than 5%. Did the applicant include indirect costs or an indirect rate that is between 0-5% of the total budget?

B. Application Format

ALL APPLICATIONS MUST CONFORM TO THE FORMAT PRESCRIBED BELOW. POINTS WILL BE DEDUCTED FROM APPLICATIONS WHICH DEVIATE FROM THE PRESCRIBED FORMAT.

Applications MUST NOT exceed 21 pages (not including the cover page, budget, organizational chart, resume(s), and letter(s) of commitment), using a normal font. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

Application Section	Max page limit	Max score
Cover page	No page limit	0
Executive Summary	1 page	0
Organizational Capacity	20 pages	20
Training and Technical Assistance		30
Evaluation		30
Budget	No page limit	20
Organizational Chart	No page limit	0
Letter(s) of commitment from all subrecipients (if applicable)	No page limit	0
Resumes (optional)	No page limit	0
Total		100

*A minimum score of 65 must be achieved to be eligible for an award

C. Review Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by HRI and the Department's Bureau of Perinatal, Reproductive, and Sexual Health staff members. All applications will be pre-screened to ensure the minimum eligibility requirements are met. Applicants that do not need the minimum eligibility requirements will not be reviewed and scored. Applicants that do not submit a complete application, fail to provide all response requirements, or failing to follow the prescribed format may be removed from consideration or points may be deducted.

A total of one (1) applicant will be awarded for this funding opportunity. In the event of a tie score, the applicant with the highest score for the project narrative section will be awarded. A passing score of at least 65 must be received to be awarded.

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively using an objective rating system reflective of the required items specified for each section. The reviewers will consider the following factors:

- Responsiveness to all questions
- Organizational capacity
- Clarity of the proposal
- Comprehensiveness of the proposal
- Appropriateness of the proposal
- Justification for costs included in the budget.

Awards will be contingent upon negotiated modifications to the application as agreed upon by Bureau of Perinatal, Reproductive and Sexual Health staff and the applicant. If changes in funding amounts are necessary for this initiative, or if additional funding becomes available, funding will be modified and awarded in the same manner as outlined in the award process described.

VI. Attachments

Attachment 1: Letter of Interest Template

Attachment 2: RFA Overview and Checklist

Attachment 3: Applicant Proposal Template*

Attachment 4: Budget Guidance

Attachment 5: Application Budget Template*

Attachment 6: Scope of Work

Attachment 7: Program Outcomes

*Required attachments for application submission