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New York State

Department of Health

Center for Community Health

Division of Family Health

Bureau of Women's Health

Sexual Violence Prevention Program

Request for Applications

Sexual Violence Prevention

Component A – Community Based Primary Prevention Education

Component B –Center(s) of Excellence in the Primary Prevention of Sexual Violence

KEY DATES

RFA Release Date: July 13, 2009

Questions Due: August 12, 2009

Applicant Conference On: August 19, 2009

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I. Introduction

A. Mission

The goal of the Sexual Violence Prevention Program at the New York State Department of Health (NYSDOH) is to reduce the incidence of rape, victimization and sexual violence, approaching sexual violence is from a public health perspective in which norms and communities play a role in fostering a climate of sexual violence. Primary prevention strategies include shifting cultural norms, behaviors, and practices to create a community climate free from violence that will prevent sexual assault from occurring.

B. Background

Sexual violence refers to any sexual activity where consent is not obtained or freely given. These acts can be physical, verbal or psychological. The NYS Division of Criminal Justice Services (DCJS) reported 3,158 forcible rapes in 2006. The FBI's *Uniform Crime Report*, based on statistics of rape victimization, indicated that "forcible rape is still recognized as one of the most underreported of all index crimes." Since it is estimated that only 16% of sex crimes are actually reported, the numbers cited represent a small fraction of the sexual violence that actually occurs in NYS.

Rape affects all people, but women are most frequently the victims of these crimes, especially younger women. According to data collected by the National Crime Victims Survey and other sources:

- In a national survey of high school students, 8% reported being forced to have sex. Females were more likely to report having been forced to have sex than males.
- It is estimated that 20% to 25% of college women experience attempted or complete rape during their college career.
- 1 in 6 women and 1 in 33 men reported experiencing an attempted or complete rape during their lifetime.
- In a nationally representative survey, females reporting the first rape indicated the perpetrator was an intimate partner (30.4%), a family member (23.7%) or an acquaintance (20%).

Sexual violence is a significant public health problem with associated mortality and morbidity. These crimes can result in severe physical and psychological problems, both immediate and long-term. The trauma associated with these crimes creates a significant health burden for survivors of sexual assault and society in general. Victims of sexual violence may experience a variety of long-term physical and psychological problems such as chronic pain, cardiovascular disease, gastrointestinal disorders, eating disorders, substance abuse, depression, risky sexual behavior, anxiety, low self esteem and suicidal thoughts and attempts. These health problems can lead to hospitalization, disability and death.

Sexual violence primary prevention efforts are intended to reduce the incidence of rape and sexual assault by focusing on changing the underlying conditions, including knowledge, attitudes and behaviors that allow sexual violence to occur and creates measurable long-term change.

In developing a comprehensive primary prevention program, it is imperative to focus on community and population-based prevention strategies. The NYSDOH is using the four-level social-ecological model developed by the World Health Organization (WHO) and adapted by the Centers for Disease Control and Prevention (CDC) to better understand the origins of sexual violence and the potential opportunities for prevention. This model looks at the complex interplay between individual, relationship, community, and societal factors that put individuals at risk for experiencing or perpetrating violence. Primary prevention focuses on the identification of these risk factors and the development of strategies to influence these factors. The four levels of this model, as adopted from CDC, are:

- **Individual** - The first level identifies biological and personal history factors that increase the likelihood of becoming a victim or perpetrator of violence. Some of these factors are age, sex, education, income, substance use, or history of abuse.
- **Relationship** - The second level includes factors that increase risk because of relationships with peers, intimate partners, and family members. A person's closest social circle, including peers, partners and family members influence their behavior and contribute to their range of experience.
- **Community** - The third level explores the settings, such as schools, workplaces, and neighborhoods, in which social relationships occur and seeks to identify the characteristics of these settings that are associated with becoming victims or perpetrators of violence.
- **Societal** - The fourth level considers the broad societal factors that create a climate in which violence is encouraged or inhibited. These factors include social and cultural norms. Other large societal factors include the health, economic, educational and social policies that help to maintain economic or social inequalities between groups in society.

The public health approach to sexual violence prevention includes:

- **Defining the problem** – Identify the scope of the problem and who it impacts, including data and information that is available to substantiate the identified problem.

- **Identifying risk and protective factors** – Identify the risk factors that place individuals and communities at higher risk to foster and therefore experience sexual violence.
- **Plan and implement prevention strategies** – Use research and evidence-based practices to address identified issues.
- **Quality improvement and evaluation** – Develop a process to continually assess performance and, based on outcomes criteria, evaluate the success of the intervention for program improvement.

Applicants will be addressing the issue of sexual violence using this basic public health approach.

C. Description of Program

The NYSDOH Bureau of Women’s Health (BWH) is issuing this Request for Applications (RFA) to announce the availability of funds to support two components of primary prevention activities:

1. **Component A** – It is anticipated that approximately 10 to 20 local primary prevention education programs to provide education in the primary prevention of rape and sexual assault to youth and adults in the communities they propose to serve will be funded. The programs will promote strategies to change the “culture” in the target area/population to address factors that foster sexual violence.
2. **Component B** – One statewide or up to two (2) regional Center(s) of Excellence (COE) to provide training, technical assistance and expertise to funded programs in Component A and to partner with the NYSDOH in the identification of new and emerging evidence and research regarding approaches to prevent sexual violence. The COE will also work with the NYSDOH related to special projects that advance the primary prevention of sexual violence in NYS. The COE(s) will serve as a focal point for information and research and form a bridge between research, policy, guidance and program to promote the primary prevention of sexual violence. The COE(s) will facilitate and serve as an active member of the NYSDOH Sexual Violence Primary Prevention Committee that meets up to four times annually in Albany to discuss ways to promote the prevention of sexual violence.

Each component has specific eligibility criteria, project activities and anticipated grant award amounts. This RFA also provides guidance about what should be included for an application to be considered for funding. Specific instructions and application forms are contained herein. **Applicants may apply for both component A and B, provided they meet the eligibility requirements for each component. Applicants applying for both components must submit a separate application for each component.**

II. Component A – Community-Based Primary Prevention Education Programs

A. Who May Apply:

1. Minimum Eligibility Requirements

- County health departments, not-for-profit hospitals, not-for-profit entities including but not limited to Boys and Girls Clubs, faith-based organizations, community centers, youth clubs or juvenile justice programs (**not** including juvenile justice programs that focus on perpetrators of rape/sexual violence), and community health centers in New York State.

2. Preferred Eligibility Requirements

Preference will be given to applicants who:

- Propose to serve large numbers of youth in their community;
- Propose strategies that have greater potential of long-term impact;
- Demonstrate access to target audiences through letters of commitment from schools or other venues that will provide greater access to the target population;
- Have previous experience in providing primary prevention education programs;
- Demonstrate in-kind support;
- Demonstrate cultural competence to serve the different populations in their communities including but limited to board members and employees who are representative of the population served, staff ability to speak the multiple languages of the community served, and evidence of community member's involvement in program planning.
- Have staff with the expertise to meet the goals and objectives of the proposed project.

B. Project Narrative/Work Plan Outcomes

Using the social-ecological model to identify issues and potential points of intervention, applicants agree to provide:

- Primary prevention education programs on sexual violence prevention to local youth-serving agencies, schools, colleges/universities, organizations that serve people with disabilities or other venues where youth or young adults gather;
- Primary prevention education programs that reach families, teachers, administrators or other leaders in the community served to foster a climate of nonviolence;
- Education programs that have the potential for long-term impact, are multi-session (at least 6-8 sessions), are socio-culturally relevant and

build a community and culture of nonviolence in the target area/population;

- Education programs that are evidence-based or use one of the following national curricula: Safe Dates, Girls Circle, Boys Council, Expect Respect, Mentors in Violence Prevention (MVP), or the Men of Strength Clubs component of Men Can Stop Rape (see Attachment 9 for further information on these programs). Applicants proposing to use another curriculum must provide a copy of that curriculum and the evidence-based evaluation with the application;
- Programs that include ,and are responsive to the needs of racial and ethnic minorities to ensure that the program is inclusive; and,
- Information to the community served to promote an understanding of and support for the primary prevention of sexual violence.

C. Reporting and Evaluation Requirements

If funded, the applicant organization agrees to provide the NYSDOH with quarterly financial, statistical, and progress reports, an annual narrative report, a five year narrative report and a financial audit in accordance with contract requirements. All funded programs agree to submit quarterly data reports in the approved format as prescribed by NYSDOH. In addition, the NYSDOH will conduct site visits and evaluations as necessary.

The successful applicants will be required to have a computer with a Microsoft operating system that includes, at a minimum, Microsoft Office 2000 with MS Word, MS Excel, and MS PowerPoint, a printer, internet and e-mail capabilities.

D. Funding

Funds in the amount of approximately \$1.15 million will be available to support local projects to provide primary prevention education programs to prevent sexual violence. Awards will range from \$25,000 to a maximum of \$100,000. The size of each award will be determined by the intensity and duration of the program, and the proportion of the target population that will be served. Applicants will receive funding on the following basis: priority will be given to funding one award in each of 7 regions, with awards going to the highest scoring applications in each region (NYC, Long Island, Lower Hudson Valley, Capital, Central, Western Region Rochester and Western Region Buffalo, see Attachment 8 for the list of counties in each region) and the remaining awards made in score order based on proposal scores regardless of region. Applicants may apply to serve single or multiple counties (see Attachment 3 for a listing of counties and the maximum youth population of each county). **Applicants applying to serve more than one county must submit separate applications. Applicants that propose to serve more than one county and fail to submit separate applications will be disqualified.**

E. Application Content

All completed applications should include the following sections. A Grant Application Checklist (Attachment 4) has been provided to assist applicants. **Each application should contain the sections outlined below. Each section should be titled and**

follow the order as presented here.

1. Cover Sheet

[0 Points]

The cover sheet (Attachment 5) should be the first page of your application and should provide relevant information about the agency, category of submission, years of experience, target area and the amount of funding requested. **The cover sheet must be signed by an individual authorized to sign for the applicant organization.**

2. Executive Summary

[5 Points]

(Two-page Limit)

Summarize the proposed program in two pages or less. Describe the purpose of the program; the target population; issues or factors contributing to sexual violence; the activities, including those that will target populations such as racial and ethnic minorities or people with disabilities; evidence-based strategies to be used; staffing; and, the results expected to be accomplished, as well as method to evaluate short and long-term outcomes. Describe the cultural, racial and ethnic composition of the community to be served. Ensure that all requirements are addressed, however briefly.

3. Organizational Experience and Capability

[20 Points]

(Four-page Limit)

In four pages or less describe the agency, services and capacity and how the program will be integrated within the agency. Applicants will be judged on the basis of agency capacity to conduct the proposed program and evidence of prior success with similar initiatives, including initiatives to serve racial and ethnic minorities and present/prior successful collaborations with the NYSDOH.

- Detail the overall purpose and current major activities of the organization, including a description of the organization's qualifications to provide the proposed primary prevention education.
- Describe the organization's prior accomplishments in conducting primary prevention initiatives, including experience conducting any of the national programs listed in Attachment 9.
- Demonstrate how you will collaborate with other agencies or programs within the sexual violence or primary prevention community, such as colleges and schools, youth serving organizations, community agencies, faith based organizations and other relevant agencies.
- Demonstrate access to target audiences, by including letters of commitment from schools or other venues where primary prevention education will take place.
- Demonstrate evidence of the degree of local community support for the organization's overall program and of community coordination and cooperation in the form of written agreements and current letters of support.
- Provide the agency's current organizational chart as an appendix to

the application. The organizational chart should include a clear representation of where the proposed project will fall within the agency's management structure.

The written agreements, letters of commitment or support, and organizational chart should be included as appendices to the application and do not count towards the four page maximum for this section.

4. Description of Need

[15 Points]

(Three-page Limit)

Using the social-ecological model, applicants should describe the geographic area and target population, including the number of youth/young adults they propose to serve. Provide a description of the community and the specific problems or needs to be addressed, including those factors that may foster sexual violence. Include supporting documentation, i.e., statistics, studies, and reports, which indicate the extent of the problems in the target area. Identify other services available to address local problems and gaps in services and discuss the organization's ability to meet the local need.

5. Workplan Narrative and Proposed Program Activities

[30 Points]

(Ten-page Limit – exclusive of Work Plan Sheets)

Applicants should submit a narrative section that fully explains and addresses each component of the proposed program. The applicant should clearly describe plans to address the issues identified in the target area/population, how the education program will embody the social-ecological model as described in Attachment 10, and the efforts to apply the nine prevention principles outlined in Attachment 2. The applicant should clearly describe how they will focus on primary prevention and should explain how the program will be evaluated. The applicant will use an evidence-based approach as described in Section II.B.

Briefly describe any contractual arrangements for consultation or training with agencies/organizations knowledgeable about the targeted communities, as appropriate.

In addition to a narrative, the applicant must complete the work plan in Attachment 6A. The work plan should include objectives and activities required to implement the program, including staff responsible for each activity. All objectives should be written using the SMART method of writing objectives as outlined in Attachment 2. Include methods of evaluation for each objective on the work plan sheets. **Applicants that fail to submit a work plan will be disqualified.**

6. Budget and Staffing Plan

[20 Points]

(No-page Limit)

Budget data should be submitted in the format prescribed. If the budget is not within the stated amount of funding available as indicated in Section II.D., the award amount will be adjusted downward. The applicant should carefully review the detailed instructions and budget forms included in Attachment 7 and make sure all budget forms are completed. Applicants should submit a 12-month budget, assuming a January 1, 2010

start date. Only costs related to the provision of primary prevention activities should be included. Final budgets will be negotiated with successful applicants and are dependent upon the availability of funds. Justification for each cost should be detailed in a supporting narrative. Ineligible items will be removed before the budget is scored and the amount requested will be reduced to reflect these changes.

Applicants need to provide current (dated) job descriptions, which indicate the title, function, specific responsibilities, and required qualifications for all staff, existing and proposed. Funding for Sexual Assault Forensic Examiner (SAFE), Sexual Assault Nurse Examiner (SANE), Sexual Assault Response Team (SART), Sexual Assault Examiner (SAE) or other titles such as these and/or activities related to these positions or rape crisis victims' services are not allowed under this grant. Include resumes for the project director and all paid staff working on related issues, even if the salaries are paid in part or in total by another funding source. Indicate the number of hours per week that individual staff will devote to this project.

In addition to the budget discussed above, include an agency-wide budget, or in the case of an agency of the county, a department-wide budget, which provides information on all contracts received by the agency, and personnel and non-personal service cost allocation. This agency/department-wide budget should clarify personnel and non-personal service costs being budgeted to other contracts in comparison to the community-based primary prevention education program contract. The cost allocation method should be clear and appropriate to the operation of the program's primary prevention education efforts. All budget requests should be reasonable and cost efficient. Wherever possible, include staff names to enable the reviewers to compare costs allocation.

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. Applicants that fail to submit a budget will be disqualified.

7. Program Evaluation

[10 Points]

(Two-page Limit)

Include a clear description of the process to monitor and evaluate program performance including short and long-term outcomes throughout the grant period. Describe data collection activities in support of evaluation and how information gathered will be used to improve the primary prevention education program.

III. Component B - Regional Resource Center(s) of Excellence

A. Who May Apply

- **Minimum Eligibility Requirements**

- Applications will be accepted from incorporated, not-for-profit organizations in New York State and not-for-profit New York State universities, academic and research institutions with demonstrated experience in curricula development and the provision of training and technical assistance related to primary prevention in a variety of modalities.
- **Preferred Eligibility Requirements**
 - Applicants who have demonstrated experience in the development and provision of training programs in the prevention of violence against women.
 - Expertise in and an understanding of primary prevention of sexual violence including community engagement, community change and program evaluation.
 - Applicants with knowledge and experience with diverse cultures in New York State, as well as expertise and experience in developing culturally competent approaches to programs.
 - An ability to work with and respond to the needs of and foster collaboration among a diverse group of community-based organizations.
 - Expertise in planning and executing a strategy for evaluating the effectiveness of community change initiatives

B. Project Narrative/Work Plan Outcomes

Center(s) of Excellence will serve as a clearinghouse for the most current, evidence-based best practice in the primary prevention of sexual violence and provide skills training and technical assistance for programs funded under Component A for program development, quality improvement and program evaluation.

The Center(s) of Excellence are critical to the success of primary prevention programs funded under Component A. The most current information on evidence-based primary prevention activities, technical assistance, information and materials will be obtained by the Center(s) of Excellence and shared with primary prevention education programs and NYSDOH. Training and education topics may include healthy relationships, bullying and sexual violence, dating violence, media advocacy, gender roles and expectations, consent/coercion, bystander interventions, drug facilitated rape, dating violence, peer norms that support sexual violence, or train-the-trainer sessions from any of the national curricula mentioned in Component A (Attachment 9). The successful applicant is encouraged to use a variety of training modalities, including online and in-person training, and other methods as needs are identified.

The Center(s) for Excellence will meet the wide-ranging needs and diversity of New York’s funded programs at both the state and local level, including:

- Providing education, training and technical assistance on primary prevention program development, including evaluation, to enable

applicants funded under Component A of this RFA to develop and enhance evidence-based primary prevention programs for their target population. This will be based on an assessment of the needs of those programs;

- Assisting programs funded under Component A with developing culturally competent primary prevention programs geared to racial and ethnic minorities;
- Developing and implementing a minimum of six (6) face-to-face training sessions per year for programs funded under Component A as well as two (2) additional trainings to larger audiences using other training modalities. This includes providing and arranging for education programs in accessible locations to meet the needs in their catchment area, including:
 - Presenters who will conduct training and education programs;
 - Training space;
 - Training supplies, materials and equipment;
 - Participant announcements and registration; and,
 - All other services needed to conduct statewide education programs.
- Evaluating the effectiveness of primary prevention trainings and education efforts conducted.
- Responding to NYSDOH requests to research issues and provide information on up-to-date evidence-based practice and research in the field of primary prevention of sexual violence;
- Acting as a clearinghouse of information, resources and research related to preventing sexual assault, including collecting, reviewing, cataloging and disseminating information relating to sexual violence prevention;
- Developing and maintaining a Sexual Violence Primary Prevention Education web site that includes current information on upcoming local and national conferences, funding opportunities, research, journal articles, links to other sexual assault primary prevention web sites and special events.
- In collaboration with NYSDOH, facilitating an annual meeting of all Component A programs in Albany and up to 4 teleconferences for NYSDOH and all programs funded under component A to share information and updates regarding sexual violence prevention (responsible for payment for Albany meeting location and cost of any speakers, speaker's travel and per diem as well as cost of teleconferences);
- Participate with NYSDOH in quarterly meetings of the Sexual Violence Primary Prevention Committee* in Albany. If 2 COEs are awarded, both COEs will be expected to participate.

- Developing an annual report for the NYSDOH based on evidence-based evaluation models and reports developed by each of the programs funded under Component A.

*The NYSDOH Sexual Violence Primary Prevention Committee (SVPPC) is comprised of approximately 25 individuals from different agencies across NYS interested in impacting sexual violence. Representatives include community partners, youth-serving organizations, organizations working with men and boys, organizations serving marginalized communities, universities and colleges such as SUNY and Cornell, family planning providers, rape crisis centers, criminal justice agencies and other state agencies and bureaus within NYSDOH. The purpose of this committee is to provide input into issues and strategies to address preventing sexual violence in NYS.

Within the NYS guidelines for travel, the applicant will ensure sufficient lodging to accommodate training participants (programs funded under Component A) at or near the training space. All participants will be required to pay for their own travel, lodging and meals. The successful applicant will ensure that training is announced at least six (6) weeks prior to the training program taking place.

The successful applicant(s) will collaborate with the NYSDOH on training topics and curricula. All curricula and training used must be approved by the NYSDOH in a process as established by NYSDOH. The successful applicant(s) will meet with NYSDOH staff up to two (2) times annually in Albany to review program progress, curriculum development and identified training needs, and future plans and will participate in monthly conference calls with the Department as requested.

The expected initial contract period will be from January 1, 2010 to December 31, 2010. This contract may be renewed each year, up to five years in total, based upon provider performance and the availability of funds.

C. Reporting and Evaluation Requirements

If funded, the applicant organization(s) agrees to provide the NYSDOH with quarterly financial, statistical, and progress reports, an annual narrative report, a five year narrative report and a financial audit in accordance with contract requirements. All funded programs agree to submit quarterly data reports in the approved format as prescribed by NYSDOH. In addition, the NYSDOH will conduct site visits and evaluations as necessary.

D. Funding

Approximately \$500,000 is available to fund up to two (2) Centers of Excellence in Primary Prevention – the highest scoring applicants submitting a fundable proposal from NYC/Long Island (NYC/LI) and from the Rest of State (ROS). Funding amount will be a maximum of \$250,000 each if 2 awards are made; a maximum of \$500,000 if one statewide award is made. If an applicant is submitting for both NYC/LI and ROS, two separate, complete applications must be submitted. **Applicants that fail to submit two separate complete applications will be disqualified.** If two acceptable

applications are not received, unspent funds may be directed to Component A.

E. Application Content

All completed applications should include the following sections. A Grant Application Checklist (Attachment 4) has been provided to assist applicants. Each application must be submitted in full to be eligible for review. **If applying to serve both regions, submit a separate application for each region. Applicants that combine both regions will be disqualified. Each section should be titled and follow the order as presented here.**

1. Cover Sheet **[0 Points]**

The cover sheet (Attachment 5) should be the first page of the application and should provide relevant information about the agency, category of submission, years of experience, target area and the amount of funding requested. **The cover sheet must be signed by an individual authorized to sign for the applicant organization.**

2. Executive Summary **[5 Points]** (Two page limit)

Summarize the proposed program in two pages or less. Briefly describe statewide issues related to sexual violence, how the applicant will best meet the needs of the programs funded under Component A and the NYSDOH in the primary prevention of sexual violence, including activities, staffing, anticipated outcomes and process for evaluation of those outcomes.

3. Organizational Experience and Capability **[20 points]** (Four page limit)

Applicants will be judged on the basis of agency capacity, expertise and evidence of prior success with similar initiatives. In four pages or less describe the agency, its mission, services and capacity, and how the goals of this program align with the mission of the organization, including:

- Experience providing primary prevention training and related activities, especially as they relate to sexual violence prevention;
- Prior accomplishments with respect to organizing and implementing training and education programs, including experience conducting one of the national programs listed in Attachment 9, if applicable;
- Prior experience in curricula development;
- Any experience the agency has with telephone or in-person technical assistance to non-profit and other organizations;
- The agency's experience acting as a clearinghouse of information, resources and research, particularly as related to primary prevention and/or preventing sexual assault, including collecting, reviewing, cataloging and disseminating information relating to sexual violence prevention;
- The agency's experience in researching topics to develop reports and

- guidance based on research, literature and expert opinion;
- The agency's experience with developing or maintaining a web site;
- Any experience in setting up and convening meetings;
- Any experience in evaluating programs including experience in evaluating primary prevention education activities if any; and,
- How the agency will collaborate with NYSDOH and other agencies with an interest in preventing sexual violence;

Provide a current organizational chart, which includes a clear representation of how the proposed project fits within the agency's organizational structure. Include letters of cooperation/collaboration that detail the nature of any cooperation/collaboration on similar projects. The organizational chart and letters of collaboration do not count towards the four (4) page limit, and should be included as appendices to the application.

4. Description of Need

[10 Points]

(Three page limit)

Identify statewide or regional issues and risk factors that create an environment that fosters sexual violence. Reference supporting documentation: i.e., statistics, studies, and reports, which indicate the extent of the problems in the state. Provide a description of how primary prevention education will address the issues and risk factors that foster sexual violence. Discuss the applicant's ability to meet the needs of the programs funded under Component A and the needs of NYSDOH.

5. Workplan Narrative and Proposed Program Activities

[35 Points]

(Ten page limit)

The work plan should detail the applicant's proposed activities. Succinctly describe how you propose to best meet the needs of the NYSDOH and programs in Component A including the following:

- Describe how the COE will ensure and support primary prevention of sexual violence and continually assess the most current research and practice.
- Describe how the training and technical assistance needs of the programs funded under Component A will be determined and assessed on an ongoing basis.
- Propose a tentative training schedule indicating how training will be planned to best meet the needs of the programs and be geographically accessible to all programs. (The applicant should describe the six (6) proposed in-person education programs geared to Component A applicants, as well as the two (2) education programs to be provided to larger audiences.)
- Provide a list of possible topics to be addressed in training.
- Describe how the evidence-based strategies to be used in the training will enhance the capacity for programs and communities to develop and sustain primary prevention activities.
- Describe the plan that will be used to provide technical assistance to

the Component A programs, including kinds of technical assistance and frequency. It is expected that programs funded under Component A will receive at least one onsite visit annually.

- Describe how the clearinghouse of materials and other resources for providers and others will be obtained, developed and made available, including website development and maintenance.
- Describe how you will collaborate with NYSDOH, to facilitate an annual meeting of all Component A programs in Albany and up to 4 teleconferences for NYSDOH and all programs funded under component A to share information and updates regarding sexual violence prevention;
- Commit to attending quarterly meetings of the Sexual Violence Primary Prevention Committee* in Albany and describe the type expertise that will be brought to the meetings. If 2 COEs are awarded, both COEs will be expected to participate.
- Describe a process and criteria for evaluating the effectiveness of primary prevention activities and a format for an annual report incorporating activities and outcomes from all Component A programs.

Include a brief description of any contractual arrangements for consultation or training with agencies/organizations knowledgeable about the topics, as appropriate.

Work plan worksheets to be completed are in Attachment 6B (make additional copies as necessary). The completed work sheets should accompany the application. The SMART method, as described in Attachment 2, should be used in writing objectives.

Applicants that fail to submit a work plan will be disqualified.

6. Budget and Staffing Plan

[20 Points]

(No page limit)

Budget information should be submitted in the format described. **Complete instructions and all budget forms (Attachment 7) are included. Applicants should submit a 12-month budget, assuming a January 1, 2010 start date.** It is expected that there will be a full-time designated Primary Prevention Coordinator who will be responsible for program activities and the primary contact for NYSDOH. All costs should be related to the functions of the Center of Excellence and be reasonable and cost efficient. Justification for each cost should be submitted in narrative form. For all existing staff, the budget justification should delineate how the percentage of time devoted to this initiative has been determined. Ineligible items will be removed before the budget is scored and the amount requested will be reduced to reflect the changes.

Applicants should provide current (dated) job descriptions, which indicate the title, function, specific responsibilities, and required qualifications for all staff, existing and proposed. Include resumes for the project director and all paid project staff, even if their salaries are paid in part or in total by another funding source. Indicate the number of

hours per week that individual staff will devote to this project. Staffing should reflect personnel who are involved in primary prevention activities and staffing levels should be appropriate for the workload proposed.

These funds may not be used to supplant funds for currently existing staff activities.

Applicants that fail to submit a budget will be disqualified.

7. Program Evaluation

[10 Points]

(Two page limit)

Include a clear description of the steps to be taken to monitor and evaluate program performance throughout the grant period. Describe how the agency's progress toward fulfilling stated goals and objectives, as funded by this grant program, will be monitored. Describe the agency's plan to use needs assessments to plan, modify and implement training and technical assistance to best meet the needs of NYSDOH and funded programs under Component A over the duration of the contract. Describe data collection activities in support of evaluation.

IV. Administrative Requirements

A. Issuing Agency

This RFA is issued by the NYS Department of Health, Division of Family Health, Bureau of Women's Health, Rape Crisis Program. The department is responsible for the requirements specified herein and for the evaluation of all applications.

B. Question and Answer Phase:

All substantive questions should be submitted in writing by August 12, 2009 to:

**Deborah Joralemon, Director
Rape Crisis Program
Bureau of Women's Health
New York State Department of Health
Empire State Plaza
Corning Tower, Room 1805
Albany, NY 12237
daj04@health.state.ny.us
Fax: 518-474-3180**

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

Questions of a technical nature can be addressed in writing or via telephone by calling:
Deborah Joralemon at 518-474-3664.

Questions are of a technical nature if they are limited to how to prepare your

application (e.g., formatting) rather than relating to the substance of the application.

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

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

If prospective applicants would like to receive notification when updates/modifications are posted (including responses to written questions, *responses to questions raised at the applicant conference, official applicant conference minutes*), please complete and submit a letter of interest (see attachment 11). Prospective applicants may also use the letter of interest to request actual (hard copy) documents containing update information.

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

C. Applicant Conference/Letter of Interest

1. Applicant Conference

An Applicant Conference **will** be held for this project. This conference will be held via conference call on August 19, 2009, 10am – Noon. The Department requests that potential applicants register for this conference by indicating on the Letter of Interest, due August 12, 2009 to insure that adequate accommodations be made for the number of prospective attendees.

Registration for the applicant conference will result in a sufficient number of telephone lines available for the call and will provide you with the conference call-in information. Failure to attend the Applicant Conference will not preclude the submission of an application. It is anticipated questions and answers will be posted to the Department's web site by the date referenced on the cover page of this RFA.

2. Letter of Interest

Submission of a Letter of Interest is encouraged, although not mandatory. The Letter of Interest must be received by August 12, 2009, at the address on the cover of this RFA in order to automatically receive any updates/modifications to this RFA. Failure to submit a Letter of Interest will not preclude the submission of an application. A sample Letter of Interest format is included as Attachment 11 to this RFA.

D. How to file an application

Applications must be **received** at the address below by 4:00pm on September 21, 2009. Late applications will not be accepted*. It is the applicant's responsibility to see

that applications are delivered to the address below prior to the date and time specified.

* Late applications due to a documentable delay by the carrier may be considered at the Department of Health's discretion.

Deborah Joralemon
Program Director
Rape Crisis Program
Bureau of Women's Health
New York State Department of Health
Empire State Plaza
Corning Tower, Room 1805
Albany, NY 12237

Applicants shall submit *one* original, signed application and *five* copies. Application packages should be clearly labeled with the name and number of the RFA as listed on the cover of this RFA document. Applications **will not** be accepted via fax or e-mail.

E. THE DEPARTMENT OF HEALTH RESERVES THE RIGHT TO

1. Reject any or all applications received in response to this RFA.
2. Award more than one contract resulting from this RFA.
3. Waive or modify minor irregularities in applications received after prior notification to the applicant.
4. Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of DOH and the State Comptroller.
5. Negotiate with applicants responding to this RFA within the requirements to serve the best interests of the State.
6. Eliminate mandatory requirements unmet by all applicants.
7. If the Department of Health is unsuccessful in negotiating a contract with the selected applicant within an acceptable time frame, the Department of Health may begin contract negotiations with the next qualified applicant(s) in order to serve and realize the best interests of the State.
8. The Department of Health reserves the right to award grants based on geographic or regional considerations to serve the best interests of the state.

F. Term of Contract

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

It is expected that contracts resulting from this RFA will have the following time period: January 1, 2010 to December 31, 2010. This contract may be renewed each year, for a total of up to five years of funding, based upon provider performance and the availability of funds.

G. Payment & Reporting Requirements of Grant Awardees

1. The State (NYS Department of Health) may, at its discretion, make an advance payment to not for profit grant contractors in an amount not to exceed 25 percent.
2. The grant contractor shall submit quarterly invoices and required reports of expenditures to the State's designated payment office:

Fiscal Unit, Division of Family Health
NYS Department of Health
Corning Tower, Room 878
Empire State Plaza
Albany, NY 12237

Payment of such invoices by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment will be made quarterly, upon receipt of vouchers and required reports.

The grant contractor shall submit the periodic reports on a timely basis as specified in Section II.C. and III.C.

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

H. Vendor Responsibility Questionnaire

New York State Procurement Law requires that state agencies award contracts only to responsible vendors. Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep system online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of Health or the Office of the State Comptroller for a copy of the paper form. Applicants should also complete and submit the Vendor Responsibility Attestation (Attachment 12).

I. General Specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the agency.

2. Contractor will possess, at no cost to the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any exceptions allowed by the Department during the Question and Answer Phase (Section V.B.) must be clearly noted in a cover letter attached to the application.
4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
 - a. The services to be performed by the Applicant shall be at all times subject to the direction and control of the Department as to all matters arising in connection with or relating to the contract resulting from this RFA.
 - b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, the Department acting for and on behalf of the State, shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
 - c. If, in the judgment of the Department of Health, the Applicant acts in such a way which is likely to or does impair or prejudice the interests of the State, the Department acting on behalf of the State, shall thereupon have the right to terminate any contract resulting from this RFA by giving notice in writing of the fact and date of such termination to the Contractor. In such case the Contractor shall receive equitable compensation for such services as shall, in the judgement of the State Comptroller, have been satisfactorily performed by the Contractor up to the date of the termination of this agreement, which such compensation shall not exceed the total cost incurred for the work which the Contractor was engaged in at the time of such termination, subject to audit by the State Comptroller.

J. Appendices

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

APPENDIX A -	Standard Clauses for All New York State Contracts
APPENDIX A-1	Agency Specific Clauses
APPENDIX A-2	Program Specific Clauses
APPENDIX B -	Budget
APPENDIX C -	Payment and Reporting Schedule
APPENDIX D -	Workplan
APPENDIX E -	Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

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

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

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

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

NOTE: Do not include the Workers' Compensation and Disability Benefits forms with your application. These documents will be requested as a part of the contracting process should you receive an award.

V. Completing the Application

A. Application Format

All applications should be stapled or bound with soft covers (no hard cover binders) typed in 11 pt. or larger type, single-spaced, with minimum 1 inch margins all around. All copies should be legible, and include numbered pages in the body of the report, and attachments should be clearly marked.

Applications should not exceed the page limitations given below (not including cover page, budget and attachments), using a generally accepted font. The value assigned to each section is an indication of the relative weight that will be given when scoring your application.

Component A

1. Executive Summary	(2 pages)	(Maximum Score: 5 points)
2. Organizational Experience	(4 pages)	(Maximum Score: 20 points)
3. Description of Need	(3 pages)	(Maximum Score: 15 points)
4. Work Plan and Activities	(10 pages)	(Maximum Score: 30 points)
5. Budget and Staffing	(No page limit)	(Maximum Score: 20 points)
6. Program Evaluation	(2 pages)	(Maximum Score: 10 points)

Component B

1. Executive Summary	(2 pages)	(Maximum Score: 5 points)
2. Organizational Experience	(4 pages)	(Maximum Score: 20 points)
3. Description of Need	(3 pages)	(Maximum Score: 10 points)
4. Work Plan and Activities	(10 pages)	(Maximum Score: 35 points)
5. Budget and Staffing	(No page limit)	(Maximum Score: 20 points)
6. Program Evaluation	(2 pages)	(Maximum Score: 10 points)

B. Application Review Process

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH, Division of Family Health, Bureau of Women's Health. Any cost related to developing a response to this RFA is the obligation of the applicant and not the responsibility of the Department of Health.

Applications failing to provide all response requirements or failing to follow the prescribed format may be removed from consideration or points may be deducted.

Component A applications will be rated against others proposing to serve the same areas of the state. Priority will be given to funding one award in each of 7 regions, with awards going to the highest scoring application (NYC, Long Island, Lower Hudson, Capital, Central, Southern Tier and Western) with the remaining awards made based on proposal scores regardless of region. Applicants may apply to serve single or multiple counties however, **applicants that fail to submit separate complete applications will be disqualified.** Preference will be given to applicants proposing to serve larger numbers of youth/young adults. The highest rated proposal will be given the award.

Component B applications will be rated against others proposing to serve the same areas of the state. The highest scoring applicant submitting a fundable proposal from NYC/Long Island and the highest scoring applicant submitting a fundable proposal from ROS will be given the award. If an applicant is submitting for both NYC/LI and ROS, two separate, complete applications must be submitted. **Applicants that fail to submit two separate complete applications will be disqualified.**

If there is an insufficient number of acceptable proposals scoring 65 or above for each component, proposals scoring less than the minimum may be funded, with any necessary modifications addressed in the applicant's contract work plan and budget. This will be done only to ensure Community Based Primary Prevention Education located in each of the areas of the state or the existence of a Center of Excellence. Modifications to applicants' work plans and budgets may need to be negotiated to ensure compliance with program requirements and available funding.

Following the awarding of grants from this RFA, applicants may request a debriefing from the NYS DOH, Division of Family Health, Bureau of Women's Health no later than three months from the date of the award(s) announcement. This debriefing will be limited to the positive and negative aspects of the subject application only.

VI. Attachments

Attachment 1: Standard Grant Contract with Appendices

Attachment 2: Glossary of Terms

Attachment 3: Maximum Number of Youth per County < 17 years for Component A

Attachment 4: Grant Application Checklist

Attachment 5: Cover Sheet

Attachment 6A: Workplan Work Sheets Component A

Attachment 6B: Workplan Work Sheets Component B

Attachment 7: Budget Instructions and Format

Attachment 8: Counties by Regions

Attachment 9: Approved Primary Prevention Programs for Components A and B

Attachment 10: Social Ecological Model for Components A and B

Attachment 11: Letter of Interest

Attachment 12: Vendor Responsibility Attestation and Questionnaire

Attachment 1

Standard Contract

Please note the standard contract contains program specific appendices that will be provided to your agency in the actual contract if your program is funded. These appendices include:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

OTHER APPENDICES

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

GRANT CONTRACT (STANDARD)

STATE AGENCY (Name and Address):

CONTRACTOR (Name and Address):

FEDERAL TAX IDENTIFICATION NUMBER:

MUNICIPALITY NO. (if applicable):

CHARITIES REGISTRATION NUMBER:
PERIOD:

___ ___ - ___ ___ - ___ ___ or () EXEMPT:
(If EXEMPT, indicate basis for exemption):

CONTRACTOR HAS() HAS NOT() TIMELY
FILED WITH THE ATTORNEY GENERAL'S
CHARITIES BUREAU ALL REQUIRED PERIODIC
OR ANNUAL WRITTEN REPORTS.

CONTRACTOR IS() IS NOT() A
SECTARIAN ENTITY
CONTRACTOR IS() IS NOT() A
NOT-FOR-PROFIT ORGANIZATION

. NYS COMPTROLLER'S NUMBER: _____

. ORIGINATING AGENCY CODE:

. TYPE OF PROGRAM(S)

. INITIAL CONTRACT PERIOD

. FROM:

. TO:

. FUNDING AMOUNT FOR INITIAL

. MULTI-YEAR TERM (if applicable):

. FROM:

. TO:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

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

OTHER APPENDICES

- _____ APPENDIX A-2 Program-Specific Clauses

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

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

 _____ Contract _____ No.

CONTRACTOR.

STATE AGENCY

 By: _____
 (Print Name)

 By: _____
 (Print Name)

 Title: _____
 Date: _____

 Title: _____
 Date: _____

 State Agency Certification:
 "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

 STATE OF NEW YORK)
) SS:
 County of _____)

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

. STATE COMPTROLLER'S
SIGNATURE

Title: _____

.Title: _____

Date: _____

. Date: _____

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

- I. Conditions of Agreement
 - A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
 - B. Funding for the first PERIOD shall not exceed the funding amount specified on the amount specified in the appropriate appendix for that PERIOD.
 - C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
 - D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the

approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

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

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
 - B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
 - C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
 - D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
 - E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
 - F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.
- IV. Indemnification
- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
 - B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.
- V. Property
- Any equipment, furniture, supplies or other property purchased pursuant to this

AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-2.

VI. Safeguards for Services and Confidentiality

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

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

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

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

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

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

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

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

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

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

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

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

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

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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APPENDIX A-1
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular, use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of

Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

- b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.
- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
 - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
- d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
 - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - iii. If the audit report is 180 days or more late, the STATE shall terminate all

active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

a. LOBBYING CERTIFICATION

- 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.
- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
 - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
- d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:

- a) Payments of reasonable compensation made to its regularly employed officers or employees;
- b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
- c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

- b. **CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:**
Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

- c. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**
Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to

procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

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

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

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
 - g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
 - h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
 - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of

race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of

employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.

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

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

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

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

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

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

APPENDIX B

BUDGET
(sample format)

OrganizationName:

Budget Period: Commencing on: _____ Ending on: _____

Personal Service

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

Total Salary _____

Fringe Benefits (specify rate) _____

TOTAL PERSONAL SERVICE: _____

Other Than Personal Service Amount

Category

Supplies

Travel

Telephone

Postage

Photocopy

Other Contractual Services (specify)

Equipment (Defray Cost of Defibrillator) _____

TOTAL OTHER THAN PERSONAL SERVICE _____

GRAND TOTAL _____

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

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

1. Payment and Reporting Terms and Conditions
 - A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed _____ percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:
 - ❶ the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
 - ❷ if this contract is wholly or partially supported by Federal funds, availability of the federal funds;provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:
 - ❶ the end of the first monthly/quarterly period of this AGREEMENT; or
 - ❷ if this contract is wholly or partially supported by federal funds, availability of the federal funds;provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.
 - B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.
 - C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

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

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

- G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Appendix B of this AGREEMENT.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

II. Progress and Final Reports

Organization Name: _____

Report Type:

A. Narrative/Qualitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how the _____ (Organization) _____ has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

(Note: This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.)

B. Statistical/Quantitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

C. Expenditure Report

_____ (Organization Name) _____ will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

D. Final Report

_____ (Organization Name) _____ will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan.

APPENDIX D

PROGRAM WORKPLAN (sample format)

A well written, concise workplan is required to ensure that the Department and the contractor are both clear about what the expectations under the contract are. When a contractor is selected through an RFP or receives continuing funding based on an application, the proposal submitted by the contractor may serve as the contract's work plan if the format is designed appropriately. The following are suggested elements of an RFP or application designed to ensure that the minimum necessary information is obtained. Program managers may require additional information if it is deemed necessary.

I. CORPORATE INFORMATION

Include the full corporate or business name of the organization as well as the address, federal employer identification number and the name and telephone number(s) of the person(s) responsible for the plan's development. An indication as to whether the contract is a not-for-profit or governmental organization should also be included. All not-for-profit organizations must include their New York State charity registration number; if the organization is exempt AN EXPLANATION OF THE EXEMPTION MUST BE ATTACHED.

II. SUMMARY STATEMENT

This section should include a narrative summary describing the project which will be funded by the contract. This overview should be concise and to the point. Further details can be included in the section which addresses specific deliverables.

III. PROGRAM GOALS

This section should include a listing, in an abbreviated format (i.e., bullets), of the goals to be accomplished under the contract. Project goals should be as quantifiable as possible, thereby providing a useful measure with which to judge the contractor's performance.

IV. SPECIFIC DELIVERABLES

A listing of specific services or work projects should be included. Deliverables should be broken down into discrete items which will be performed or delivered as a unit (i.e., a report, number of clients served, etc.) Whenever possible a specific date should be associated with each deliverable, thus making each expected completion date clear to both parties.

Language contained in Appendix C of the contract states that the contractor is not eligible for payment "unless proof of performance of required services or accomplishments is provided." The workplan as a whole should be structured around this concept to ensure that the Department does not pay for services that have not been rendered.

**Agency Code 12000
APPENDIX X**

Contract Number: _____

Contractor: _____

Amendment Number X-_____

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

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

_____ Modifies the contract period at no additional cost

_____ Modifies the contract period at additional cost

_____ Modifies the budget or payment terms

_____ Modifies the work plan or deliverables

_____ Replaces appendix(es) _____ with the attached appendix(es) _____

_____ Adds the attached appendix(es) _____

_____ Other: (describe) _____

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

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

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

\$ _____
(Value before amendment)

From ____ / ____ / ____ to ____ / ____ / ____.
(Initial start date)

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

\$ _____

From ____ / ____ / ____ to ____ / ____ / ____.

This will result in new contract terms of:

\$ _____
(All years thus far combined)

From ____ / ____ / ____ to ____ / ____ / ____.
(Initial start date) (Amendment end date)

ATTORNEY GENERAL'S SIGNATURE

By: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Date: _____

Attachment 2

Glossary of Terms

ATTACHMENT 2

Glossary of Terms

ECOLOGICAL MODEL: Ecological Models or Social Ecological Models address **multiple levels** of behavior influence, leading to a more comprehensive approach to health promotion. Ecological models provide a mechanism for linking health promotion and health protection, emphasizing a shared framework for change targeted at individual behaviors and the environment. It is a model that supports a comprehensive public health approach that not only addresses an individual's risk factors, but also the norms, beliefs, and social and economic systems that create the conditions for the occurrence of sexual violence. The DOH will focus on the four level ecological model presented in the *World Report on Violence and Health* for this project. Further information on this model can be found in Attachment 10B.

EDUCATION PROGRAM: A structured program, workshop, seminar or conference in which information about preventing sexual assault is provided. The amount of information varies according to the audience.

EVALUATION is the systematic collection and assessment of information to provide useful feedback about something.

- Process evaluation (an evaluation assessing what activities were implemented, the number of people reached, participant satisfaction, the quality of the implementation, and the strengths and weaknesses of the implementation).
- Outcome evaluation (an evaluation assessing what outcomes have been achieved, e.g. an evaluation that compares attitudes about sexual violence among adolescents before and after they participate in a prevention program).

MULTI-CULTURAL PROGRAMMING: Multi-cultural programming recognizes differences of ethnicity, race, religion, language, ability, gender, sexual orientation, and age.

NINE PREVENTION PRINCIPLES

1. Comprehensive – Multi-component interventions that address all levels of the social ecological model (Individual, Relationship, Community and Societal) that influence the development and perpetuation of the behaviors to be prevented.
2. Varied Teaching Methods – Programs involve diverse teaching methods that focus on increasing awareness and understanding of the problem behaviors and on acquiring or enhancing skills.
3. Sufficient Dosage – One time trainings are not sufficient to change behavior. Consider the value of “saturation vs. sprinkling”. Programs must provide intervention to produce the desired effects and provide follow up as necessary to maintain effects.

4. Theory Driven – Programs have a theoretical justification, are based on accurate information and are supported by empirical research.
5. Well Trained Staff – Program staff support the program and are provided with training regarding the implementation of the intervention.
6. Positive Relationships – Programs provide exposure to adults and peers in a way that promotes strong relationships and supports positive outcomes.
7. Appropriately Timed – Programs are initiated early enough to have an impact on the development of the problem behavior and are sensitive to the developmental needs of participants.
8. Socio-culturally Relevant – Programs are tailored to the community and cultural norms of the participants and make efforts to include the target group in program planning and implementation.
9. Outcome Evaluation – Programs have clear goals and objectives and make an effort to systematically document their results relative to the goals.

OBJECTIVE : An objective is a specific, measurable condition that must be attained in order to accomplish a particular program goal. You can have multiple desired objectives for one goal. A simple acronym used to create useful objectives is called **SMART objectives**. SMART stands for:

1. Specific – Objectives should specify what they want to achieve.
2. Measurable – You should be able to measure whether you are meeting the objectives or not.
3. Achievable - Are the objectives you set, achievable and attainable?
4. Realistic – Can you realistically achieve the objectives with the resources you have?
5. Time – When do you want to achieve the set objectives?

OUTREACH: Educational activities which provide information about the issues of sexual assault and which highlight the availability of services. Activities may be designed to target specifically identified groups of individuals.

PRIMARY PREVENTION OF SEXUAL VIOLENCE: strategies that take place *before* sexual violence has occurred to prevent initial perpetration or victimization. Sexual violence prevention strategies may be aimed at changing people's attitudes and behaviors or the environments and systems that are related to sexual violence.

PROFESSIONAL TRAINING: A formal training program, conference, seminar or workshop designed for a professional group for the purpose of specialized instruction about sexual assault as it relates to the profession.

Attachment 3

Youth Population

Maximum Number of Youth Population 17 and under for Component A	
County	Youth Population 17 and under
New York City (NYC)	
Kings	658,663
Queens	507,425
New York	255,589
Bronx	395,849
Richmond	112,738
Subtotal NYC	1,930,264
Rest of State (ROS)	
Albany	66,078
Allegany	12,152
Broome	46,089
Cattaraugus	21,953
Cayuga	20,505
Chautaugua	34,098
Chemung	22,161
Chenango	13,460
Clinton	18,341
Columbia	15,064
Cortland	11,469
Delaware	11,071
Dutchess	69,819
Erie	230,257
Essex	8,842
Franklin	11,579
Fulton	13,624
Genesee	15,630
Greene	10,980
Hamilton	56,064
Herkimer	118,070
Jefferson	25,451
Orange	98,463
Orleans	15,082
Saratoga	37,360
Seneca	187,843
Montgomery	25,183
Nassau	336,988
Rockland	80,798

Saint Lawrence	26,216
Saratoga	50,184
Schenectady	35,572
Schoharie	7,568
Schuyler	4,857
Seneca	8,295
Steuben	25,554
Suffolk	369,464
Sullivan	18,380
Tioga	13,951
Tompkins	18,395
Ulster	41,576
Warren	15,218
Washington	15,000
Wayne	25,670
Westchester	229,892
Wyoming	10,441
Yates	6,564
Subtotal ROS	2,743,918
ROS and NYC	4,674,182

Attachment 4

Grant Application Checklist

ATTACHMENT 4

Grant Application Checklist

Use this checklist to confirm that all sections are included and in the proper sequence in your application for submission to the Rape Crisis Program.

- _____ Cover Sheet
- _____ Executive Summary
- _____ Organizational Experience and Capability
- _____ Description of Need

Include one Workplan Narrative and completed workplan for the component you are applying for: Check only one

_____ Component A – Community-Based Primary Prevention Education

_____ Component B - Centers of Excellence in the Primary Prevention of Sexual Violence

- _____ Budget and Staffing Plan
- _____ Program Evaluation
- _____ Vendor Responsibility

Attachment 5

Application Cover Sheet

APPLICATION COVER SHEET
Rape Crisis and Sexual Violence Prevention Program
APPLICATION FOR GRANT AWARD
Community Based Primary Prevention Education (Component A) _____
Centers of Excellence in the Primary Prevention of Sexual Violence (Component B) _____

NAME AND ADDRESS OF APPLICANT ORGANIZATION/AGENCY	
ORGANIZATION/AGENCY:	
ADDRESS:	
Agency Director	Telephone: ()
Name:	E-mail Address:
Title:	
Project Director	Fiscal Officer
Name:	Name:
Title:	Title:
Address:	Address:
Telephone: ()	Telephone: ()
E-mail Address:	E-mail Address:
Dates of Entire Proposed Project Period From January 1, 2010 Through December 31, 2014	Total Costs Requested for first 12-Month Budget Period (January 1, 2010 – December 31, 2010) \$
Performance Site(s):	Type of Organization: _____ Public _____ Private Not-for-Profit _____ Institution of Higher Learning
Federal Identification Number:	Charitable Organization Number:

County/Borough/Area of State to be Served:	Signature & Date: _____
<p>CERTIFICATION OF ACCEPTANCE I certify that the statements herein are true and complete to the best of my knowledge, and accept the obligation to comply with NYS Department of Health terms and conditions if a grant is awarded as the result of this application. A willfully false certification is a criminal offense.</p>	Official Signing for Application Organization Name: Title: Address: Telephone: ()

Attachment 6A

Component A: Community Based Primary Prevention Education Workplan Work Sheets

Agency Name: _____

Area Served: _____

Contact Person: _____

Title: _____

Phone Number: _____

Email: _____

I. SPECIFIC PROGRAM DELIVERABLES for Community Based Primary Prevention Education

A. Name of Program listed in Attachment 9 that you are using:

B. If not using a program listed on Attachment 9 provide name of program, a description of the program and the rationale for using this program (you must also include a copy of the curriculum and a summary of the evaluation of the program you propose to use)

C. How will you ensure your program embodies the social-ecological model as described in Attachment 10?

D. Describe your efforts to apply the nine prevention principles as described in Attachment 2.

E. Indicate the number of sessions and provide a list of topics you will cover in these sessions:

F. Estimate the number of individuals you will provide training to:

- 1. Number of Elementary School Students**
- 2. Number of Middle School Students**

3. Number of High School Students
4. Number of College Students
5. Other (describe)

G. Provide a description of the issue you will be working on in your community:

H. Complete the work plan tables for Objective 1-3.

Attachment 6A
 Component A Community Based Primary Prevention Education WORKPLAN Work Sheets
 Contract Year 2010
 Starting January 1, 2010 Ending December 31, 2010

Objective 1: Using the social-ecological model to identify issues and potential points of intervention, provide primary prevention education programs on sexual violence prevention to local youth-serving agencies, schools, colleges/universities, organizations that serve the disabled community or other venues where youth or young adults gather.

SMART OBJECTIVES	ACTIVITIES RELATED TO OBJECTIVES	TIME FRAME	PERSON (S) RESPONSIBLE	METHODS OF EVALUATION

Objective 2: Using the social-ecological model to identify issues and potential points of intervention, provide primary prevention education programs that reach families, teachers, administrators or other leaders in the community served to foster a climate of nonviolence.

SMART OBJECTIVES	ACTIVITIES RELATED TO OBJECTIVES	TIME FRAME	PERSON (S) RESPONSIBLE	METHODS OF EVALUATION

Attachment 6A
Component A Community Based Primary Prevention Education WORKPLAN Work Sheets
Contract Year 2010
Starting January 1, 2010 Ending December 31, 2010

Objective 3: Using the social-ecological model to identify issues and potential points of intervention provide information to the community served to promote an understanding of and support for the primary prevention of sexual violence.

SMART OBJECTIVES	ACTIVITIES RELATED TO OBJECTIVES	TIME FRAME	PERSON (S) RESPONSIBLE	METHODS OF EVALUATION

Optional Objective:

SMART OBJECTIVES	ACTIVITIES RELATED TO OBJECTIVES	TIME FRAME	PERSON (S) RESPONSIBLE	METHODS OF EVALUATION

Attachment 6B

Component B: Center for Excellence in the Primary Prevention of Sexual Violence Workplan Work Sheets

Agency Name: _____

Area Served: _____

Contact Person: _____

Title: _____

Phone Number: _____

Email: _____

Attachment 6B
Component B Center for Excellence in the Primary Prevention of Sexual Violence WORKPLAN Work Sheets
Contract Year 2010
Starting January 1, 2010 Ending December 31, 2010

Objective 1: Provide technical assistance on primary prevention program development, including evaluation, to enable applicants funded under Component A of this RFA to develop and enhance evidence-based primary prevention programs for their target population.

SMART OBJECTIVES	ACTIVITIES RELATED TO OBJECTIVES	TIME FRAME	PERSON (S) RESPONSIBLE	METHODS OF EVALUATION

Objective 2: Develop and implement a minimum of six (6) face-to-face training sessions per year for programs funded under Component A as well as two (2) additional trainings to larger audiences using other training modalities. Include the method to evaluate the effectiveness of primary prevention trainings and education efforts conducted.

SMART OBJECTIVES	ACTIVITIES RELATED TO OBJECTIVES	TIME FRAME	PERSON (S) RESPONSIBLE	METHODS OF EVALUATION

Attachment 6B
 Component B Center for Excellence in the Primary Prevention of Sexual Violence WORKPLAN Work Sheets
 Contract Year 2010
 Starting January 1, 2010 Ending December 31, 2010

Objective 3: Act as a clearinghouse of information, resources and research related to preventing sexual assault, including collecting, reviewing, cataloging and disseminating information relating to sexual violence prevention. Respond to NYSDOH requests to research issues and provide information on up-to-date evidence-based practice and research in the field of primary prevention of sexual violence.

SMART OBJECTIVES	ACTIVITIES RELATED TO OBJECTIVES	TIME FRAME	PERSON (S) RESPONSIBLE	METHODS OF EVALUATION

Objective 4: In collaboration with NYSDOH, facilitate an annual meeting of all Component A programs in Albany and up to 4 teleconferences for NYSDOH and all programs funded under component A to share information and updates regarding sexual violence prevention. Include how you will participate with NYSDOH in quarterly meetings of the Sexual Violence Primary Prevention Committee

SMART OBJECTIVES	ACTIVITIES RELATED TO OBJECTIVES	TIME FRAME	PERSON (S) RESPONSIBLE	METHODS OF EVALUATION

Attachment 6B
 Component B Center for Excellence in the Primary Prevention of Sexual Violence WORKPLAN Work Sheets
 Contract Year 2010
 Starting January 1, 2010 Ending December 31, 2010

Objective 5: Develop and maintain a Sexual Violence Primary Prevention Education web site that includes current information on upcoming local and national conferences, funding opportunities, research, journal articles, links to other sexual assault primary prevention web sites and special events.

SMART OBJECTIVES	ACTIVITIES RELATED TO OBJECTIVES	TIME FRAME	PERSON (S) RESPONSIBLE	METHODS OF EVALUATION

Objective 6: Develop an annual report for the NYSDOH based on evidence-based evaluation models and reports developed by each of the programs funded under Component A.

SMART OBJECTIVES	ACTIVITIES RELATED TO OBJECTIVES	TIME FRAME	PERSON (S) RESPONSIBLE	METHODS OF EVALUATION

Attachment 6B
Component B Center for Excellence in the Primary Prevention of Sexual Violence WORKPLAN Work Sheets
Contract Year 2010
Starting January 1, 2010 Ending December 31, 2010

Optional Objective:

SMART OBJECTIVES	ACTIVITIES RELATED TO OBJECTIVES	TIME FRAME	PERSON (S) RESPONSIBLE	METHODS OF EVALUATION

Attachment 7
Budget Work Pages

Instructions for Completing

Operating Budget and Funding Request for COMPONENT A and Component B

The NYS funding supporting Component A is comprised of 100% federal CDC Rape Prevention and Education (RPE) funds. These funds can be used to provide primary prevention education as detailed in the RFA. COMPONENT B - The NYS funding supporting Component B is comprised of 100% federal CDC Rape Prevention and Education (RPE) funds. These funds can be used to provide primary prevention education to funded programs under component A as well as other deliverables as detailed in the RFA.

ALL BUDGET EXPENSES must be listed in line item detail and listed regardless of whether or not funding for these expenses is requested from New York State.

Form 1: Personal Services

Form 2: Fringe Benefit Rate

Form 3: Nonpersonal Services
(NPS)

Use Forms 1 and 3 to provide a justification/explanation for the expenses included in the Operating Budget and Funding Request. The justification must show all items of expense and the associated costs that comprise the total program expense for each budget category (e.g., if your total travel cost is \$1,000, show how that amount was determined – conference, local travel, etc.), and if appropriate, an explanation of how these expenses relate to the goals and objectives of the program.

FORM 1: PERSONAL SERVICES

List each title, the name of the incumbent, and a description for each position, including the percentage of time spent on various duties where appropriate, on this form. ***Specifically describe the methodology used when salaries are allocated across multiple programs within the agency.*** Contracted or per diem staff is not to be included in personal services; these expenses should be shown as consultant or contractual services nonpersonal services.

FORM 2: FRINGE BENEFIT RATE

Specify the components (FICA, Health Insurance and Life Insurance, Unemployment Insurance, Retirement, Workmen's Compensation and Disability Insurance) and their percentages comprising the fringe benefit rate, then total the percentages to show the fringe benefit rate used in budget calculations. Form 2 already lists the standard components of a fringe benefit rate. If different rates are used for different positions, submit Form 2 for each rate (make copies of Form 2, if necessary) and specify which positions are subject to that rate. Compute an average of the multiple fringe rates for your personnel. Use an average of the multiple fringe benefit rates on Table A-1.

FORM 3: NONPERSONAL SERVICES

Include all program services and administrative costs that are directly related to program activities as listed in the RFA. The amount contained in the Total Expense column (2) must reflect the total amount required to support workplan deliverables, **not solely the amount requested from NYS. Specifically describe the methodology used when shared expenses are allocated across multiple programs within the agency. See instructions by specific on the following page.**

Overhead

Overhead is not allowable as a single line item. If you are seeking reimbursement for those administrative costs often considered in overhead lines, they must be broken out and listed individually as line items. The following is a list of allowable costs that might be indirect or overhead:

Accounting	Communication	Personal Service and appropriate fringe if supported by time and distribution records
Audit Service	Legal	
Bonding	Maintenance & Repair	Personnel Administration
Budgeting	Motor Pools	
Central Stores	Payroll Preparation	

Costs Not Allowed:

Food and Meals are not allowed unless part of a per diem

New construction/renovation that constitutes new construction

Entertainment

Individual Professional dues

Honoraria (speaker's fee is acceptable)

Gift Cards

Purchase of land or buildings

Alcoholic Beverages

Miscellaneous (if it exceeds \$1,000 and

if previous justification has not been approved)

Legal costs incurred as a result of disputes with DOH

Bad debts

Depreciation

Fund Raising

Interest Costs

Lobbying

Contingency funds

Fines, Penalties

Pre-award Costs

Overhead, Indirect costs

You may request reimbursement for indirect costs equal to the actual expense or a prorated amount based on a methodology that appropriately allocates the cost across all program components. All indirect costs must be lined out separately.

Supplies and Materials

Column 1 - List separately each item of expense (ie, office supplies, minor office equipment, approved curricula, pamphlets, brochures, educational materials, etc.)

Column 2 – Provide the Total Expense for each item within this category

Column 3 – Provide description of each item and estimated cost along with justification of need. If this category is a shared expense with other programs, provide the allocation methodology used to determine the amount charged to this program. **The amount budgeted for Promotional Items or "give-aways" is to be limited to 1% of the total budget.**

Travel

Local Staff Travel

Costs should be based upon a travel reimbursement policy. The program will be reimbursed for local travel costs not to exceed the current mileage allowances established by your agency for personal automobile use and also limited to the IRS mileage rate. The most cost effective method of travel must always be used. Travel reimbursement cannot exceed DOH staff travel reimbursement guidelines, which are available upon request.

Column 1 – Provide the estimated number of trips, number of miles and approved mileage rate.

Column 2 – Provide the Total Expense for each item within this category

Column 3 – Provide the title of the traveler and purpose of each trip along with a breakdown of the items of expense and estimated cost for travel (i.e., travel costs associated with conferences, including transportation, meals, lodging, registration fees, administrative travel vs. programmatic travel, staff travel) along with a justification of need.

Travel In-State

Staff conference travel may be allowable within the guidelines set by the agency. Provide the name of the conference and how it relates to program deliverables. Per Diem or subsistence allowance must be reasonable and must be limited to the days at the conference plus actual travel time required reaching the conference location by the most direct route.

Travel – Out of State

Out-of-state conference travel is an allowable expense and is limited to one such conference per year for the program. Requires submission of conference brochure and detailed breakdown of expenses to DOH for review and approval prior to commitment of funds. In the case of air travel, less than first-class must be used, and will be the basis for reimbursement.

Column 1 – Provide name of staff attending conference, description of conference, dates and location.

Column 2 – Provide the Total Expense for each item within this category

Column 3 – Provide breakdown of the items of expense and estimated cost for travel (i.e., travel costs associated with conferences, including transportation, meals, lodging, registration fees, administrative travel vs. programmatic travel, staff travel) along with a justification of need.

Consultants/Per Diems/Contractual Services

Column 1 -- List each consultant/per diem/contractual service separately

Column 2 – Provide the Total Expense for each item within this category

Column 3 -- Provide a justification of why each service listed is needed. Justification should include the name of the consultant/contractor; the specific service to be provided, the time frame for the delivery of services, costs per hour/day and total estimated hours/days. If possible, identify the consultant organization or individual and include a description of the consultant's qualifications. Also include a breakdown of consultant travel, if any.

Equipment

An item is defined as equipment if it is an article of tangible personal property having a useful life of more than two years and an acquisition cost of \$300 or more per unit. These items must be inventoried (tagged) and reported on the annual equipment inventory form. List each item and cost separately and give justification by relating the purchase to program objectives. ***If this category contains equipment that will be shared by other programs, include the allocation methodology used to determine the amount allocated to this project.***

Column 1 – List each item separately

Column 2 – Provide the Total Expense for each item within this category

Column 3 – Provide description, cost and justification by relating the purchase to program objectives.

Communication

This expense category would include advertising, printing, faxing, telephone service, internet use and postage. **Briefly explain the individual expenses and how the costs were calculated. If this category contains shared expenses, include the allocation methodology used to determine the total expense allocated to this project.**

Column 1 – List each expense separately

Column 2 – Provide the Total Expense for each item within this category

Column 3 – Briefly explain the individual expenses and how the costs were calculated.

Operating Expenses

The expenses included are rent, utilities, maintenance, insurance (property and liability). ***Demonstrate how the total expense being allocated to this program is calculated. Provide the allocation methodology.***

Column 1 – List each expense separately

Column 2 – Provide the Total Expense for the category (Total of expenses contained in Column 3)

Column 3 – Demonstrate how these costs were calculated. Provide the allocation methodology used

BUDGET TABLES**TABLE A: SUMMARY BUDGET**

This table should be completed last and will include the total lines only from Table A-1 (Personal Services) and Table A-2 (Nonpersonal Services) and the Grand Total. Total expense = DOH + Other Sources. Other sources may be in-kind, other grants, e.g., United Way, Crime Victims' Board, etc.

TABLE A-1: PERSONAL SERVICES

With the exception of consultants and per diems (which should be shown as a Nonpersonal Services expense on Table A-2). Personnel contributing any part of their time to the project should be listed with the following items completely filled in:

Column 1 -- **Title and Name:** The title given should reflect either a position within your organization or on this project. List titles and position (administrative (a), program (p) or clerical (c)).

Column 2 -- **Annual Salary:** Regardless of the amount of time spent on this project, **the total annual, actual salary** for each position should be given for the number of months applicable to that salary. **For example, if a union negotiated contract salary increase will impact a portion of the 12-month budget period it should be shown on the Table A-1 as follows (the same position will use two lines in the budget):**

<u>Title</u>	<u>Annual Salary</u>	<u>%FTE</u>	<u># Months</u>	<u>Total Expense</u>
Health Educator	\$30,000	100%	4	\$10,000
Health Educator	\$35,000	100%	8	\$23,100

Column 3 -- **% FTE:** The proportion of time spent on the project based on a full time equivalent (FTE) should be indicated. One FTE is based on the number of hours worked in one-week by a full time salaried employees (e.g., 40 hour work week). To obtain % FTE, divide the hours per week spent on the project by the number of hours in a work week. For example, an individual working 10 hours per week on the project given a 40 hour work week = $10/40 = .25$ FTE (show in decimal form).

Column 4 -- **# of Months:** Show the number of months out of 12 worked for each title at each salary. See example above.

Total Expense: Total expense can be calculated using the following method:

Total Annual Salary x % FTE x (months worked /12) = Total Expense

Column 5 -- **Total Expense** must be distributed between Amt. Requested from NYS (Column 6) and Other Sources (Column 7) as deemed appropriate by your fiscal staff. You may use any combination of these categories for each line item, as long as the combined total amount is equal to the total expense for each line item.

Column 6 -- **Amount Requested from NYS Funds** -- Indicate the amount requested from NYS funds to support the Total Expense.

Column 7 -- **Amount of Funds from Other Sources** - Indicate the amount of funding needed in addition to the Amount Requested from NYS funds to support the Total Expense.

Column 8 -- **Specify Other Source of Funds** -- Provide the name of the other funding supporting the expense line. If In-kind indicate "In-Kind from _(name of agency)".

Fringe Benefits: Insert the calculated Fringe rate (from Form 2) in the space provided. Multiply this rate by the sub-total of Personal Services (Amount in Total Expense column subtotal Personal line). The **total** fringe amount should be shown (total annual salary x fringe rate from Form 2).

TABLE A-2: NONPERSONAL SERVICES (NPS)

ALL Nonpersonal Service expenses should be listed regardless of whether or not funding for these expenses is requested from New York State. See instructions for Form (3) for allowable NPS costs.

Carry the total amounts by category from the Total Expense column on Form 3 to the Total Expense column on Table A-2. Total Expense must be distributed between NYS Funds and Other Sources as deemed appropriate by your fiscal staff. You may use any combination of these categories for each line item, as long as the combined total amount is equal to the total expense for each line item.

Column 5 – Specify the Other Source of funding. Provide the name of the other funding supporting the expense line. If In-kind indicate "In-Kind from _(name of agency)".

SOURCE OF APPLICANT FUNDS TABLE

Applicant Funds -- Include funds available from the applicant's own sources and monetary value of in-kind services. This can also include fundraising efforts.

Other Grant Funds -- Include other state, local or federal grants not requested in this application. Private foundation grants should also be included. List each source separately.

Total Applicant & Other -- The total amount of applicant and other funding shown on this form should equal the total shown on Table A, Amount from Other source of Funds (column 4), Grand Total line.

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT

FORM - 1

PERSONAL SERVICES

Applicant Name:

Time Period: January 1, 2010 – December 31, 2010

PERSONAL SERVICES

Title

Incumbent Name

Position Description

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT
FORM 3
NONPERSONAL SERVICES

Applicant Name:
Time Period: January 1, 2010 – December 31, 2010

ITEM 1	TOTAL EXPENSE 2	DESCRIPTION OF EXPENSE 3
-----------	-----------------------	-----------------------------

TRAVEL:

Local (within NYS)

-

For Local Travel, demonstrate how the costs were calculated: (# of trips X # of miles: x Rate) Include Per Diem expenses, if any

Provide the title of the traveler, purpose of each trip along with a breakdown of the items of expense and estimated cost for travel

STAFF TRAVEL

Out-of-State Travel:

-

Demonstrate how costs were calculated for transportation, lodging and per diem expenses. Provide position description of traveler(s)/destination(s)/dates/purpose of travel. Out of State travel requires written approval prior to travel.

**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT
FORM - 3
NONPERSONAL SERVICES**

Applicant Name: _____

Time Period: January 1, 2010 - December 31, 2010

ITEM 1	TOTAL EXPENSE 2	DESCRIPTION OF EXPENSE 3
Consultants/Per Diem & Contractual Services:		For each consultant, provide the name and type of service to be performed. Provide the hourly / per diem rate, period of performance, justification for consultant costs and description of duties. Also include breakdown of consultant travel, if any.
Equipment:		Equipment is defined as tangible, nonexpendable, personal property having a useful life of more than 2 years and an acquisition cost of \$300 or more per unit. List each item and cost separately. Provide justification for each item by relating it to program objectives.

**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT
FORM 3
NONPERSONAL SERVICES**

Applicant Name:
Time Period: January 1, 2010 – December 31, 2010

ITEM 1	TOTAL EXPENSE 2	DESCRIPTION OF EXPENSE 3
COMMUNICATIONS:		Briefly explain the charges and how the costs were calculated. (i.e. per person, per month) (Charges \$___ per person/month x # of months = \$(Subtotal)
OPERATING EXPENSES: Rent/Utilities/Equipment Maintenance		Demonstrate how the costs were calculated. Provide the allocation methodology. \$___ per mo. x # of months x % allocated to program)= \$(Subtotal)

**Budget Work Pages
TABLE A**

Applicant Name:				
Time Period:	January 1, 2010 - December 31, 2010			
SUMMARY BUDGET 1	Total Expense 2	Amount Requested from NYS 3	Amount from Other Source of Funds 4	Specify Other Source of Funds 8
Personal Services				
Salaries				
Fringe Benefits				
Total Personal Services	\$0	\$0	\$0	
Nonpersonal Services				
Supplies and Materials				
Travel				
Consultant/Per Diem/Contractual				
Equipment				
Communications				
Operating Expenses				
Other				
Total Nonpersonal Services	\$0	\$0	\$0	
GRAND TOTAL	\$0	\$0	\$0	

Budget Work Pages Table A-1 Operating Budget and Funding Request							
Applicant Name:							
Time Period:		January 1, 2010 - December 31, 2010					
PERSONAL SERVICES							
Title and Name 1	Annual Salary 2	% FTE 3	# of Mos. 4	Total Expense 5	Amount Requested from NYS 6	Amt. from Other Source of Funds 7	Specify Other Source of Funds 8
(List Personnel Budgeted)							
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
				\$0	\$0		
Subtotal Personal Services				\$0	\$0		
Fringe Benefits **				\$0	\$0		
0.00%							
Total Personal Services				\$0	\$0		

TABLE A-2

OPERATING BUDGET AND FUNDING REQUEST

Applicant Name:

Time Period: January 1, 2010 to December 31, 2010

NONPERSONAL SERVICES

Expense Category 1	Total Expense 2	Amount Requested from NYS 3	Amt. from Other Source of Funds 4	Specify Other Source of Funds 5
Supplies and Materials		\$0		
Travel		\$0		
Consultant/Per Diem/Contractual		\$0		
Equipment		\$0		
Communications		\$0		
Operating Expenses		\$0		
Other		\$0		
Total Nonpersonal Services	\$0	\$0	\$0	

**Budget Work Pages
Detail of Applicant Funds Supporting Initiative**

Applicant Name:

Time Period: January 1, 2010 – December 31, 2010

Source of Funds	Amount
Applicant (List separately In-Kind contributions, e.g., rent, utilities)	
Other Sources , please specify source(s):	
Total Applicant and Other ¹	

¹Total should equal Table A – Total Amount from Other Sources of Funds column

Attachment 8

Regional Designation for Component A

Regional Designation for Component A

Regional Designation	New York City	Long Island	Lower Hudson	Capital District	Central Syracuse	Western Rochester	Western Buffalo
Counties	Bronx Kings New York Queens Richmond	Nassau Suffolk	Sullivan Ulster Dutchess Orange Putnam Westchester Rockland Delaware Otsego	Clinton Franklin Hamilton Essex Warren Washington Saratoga Fulton Montgomery Rensselaer Schenectady Albany Schoharie Greene Columbia Herkimer	St. Lawrence Jefferson Lewis Oneida Oswego Onondaga Madison Cortland Chenango Broome	Monroe Wayne Livingston Ontario Seneca Yates Steuben Schuyler Chemung Cayuga Tompkins Tioga	Niagara Orleans Genesee Wyoming Erie Chautauqua Cattaraugus Allegany

Attachment 9

Approved
Primary Prevention Programs

Approved Primary Prevention Programs

Applicants may choose from one of the national programs listed below or provide a copy of the curriculum they propose to use and a summary evaluation that establishes that the program is evidence-based.

1. Safe Dates – Is a multi-session research-based curriculum helps young people recognize the difference between healthy, caring, and supportive relationships, and controlling, manipulative, and abusive dating relationships. Further information is available at <http://www.hazelden.org/web/go/safedates>
2. Girls Circle – Is a structured series of weekly meetings for girls from 9-18 years, that integrates relational theory, resiliency practices, and skills training in a specific format designed to increase positive connection, personal and collective strengths, and competence in girls. It aims to counteract social and interpersonal forces that impede girls' growth and development by promoting an emotionally safe setting and structure within which girls can develop caring relationships and use authentic voices. Further information can be found at <http://www.girlscircle.com/>
3. Boys Council - Is a strengths-based group approach to promote boys' and young men's safe, strong and healthy passage through pre-teen and adolescent years. Further information can be found at <http://www.boyscouncil.com/>
4. Men of Strength Clubs (A component of Men Can Stop Rape) mobilizes high school and college men to prevent sexual and dating violence," the Men of Strength Club is a critical component of Men Can Stop Rape's Strength Campaign, a framework based on the CDC's social ecological model. Men Can Stop Rape mobilizes men to use their strength for creating cultures free from violence. Further information can be found at <http://www.mencanstoprape.org/info-url2696/info-url.htm>
5. Mentors in Violence (MVP) - founded in 1993 by Northeastern University's Center for the Study of Sport in Society (CSSS), is a leadership program that motivates student-athletes and student leaders to play a central role in solving problems that historically have been considered "women's issues": rape, battering, and sexual harassment. Programs are available for high school and college aged males and females. Further information is available at <http://www.sportinsociety.org/mvp/>
6. Expect Respect is a comprehensive prevention program designed to raise awareness of dating violence, teach skills for healthy relationships, develop youth leadership, and increase safety and respect on school campuses. Further information is available at http://www.safeplace.org/site/PageServer?pagename=program_scl_schoolservices.

Attachment 10

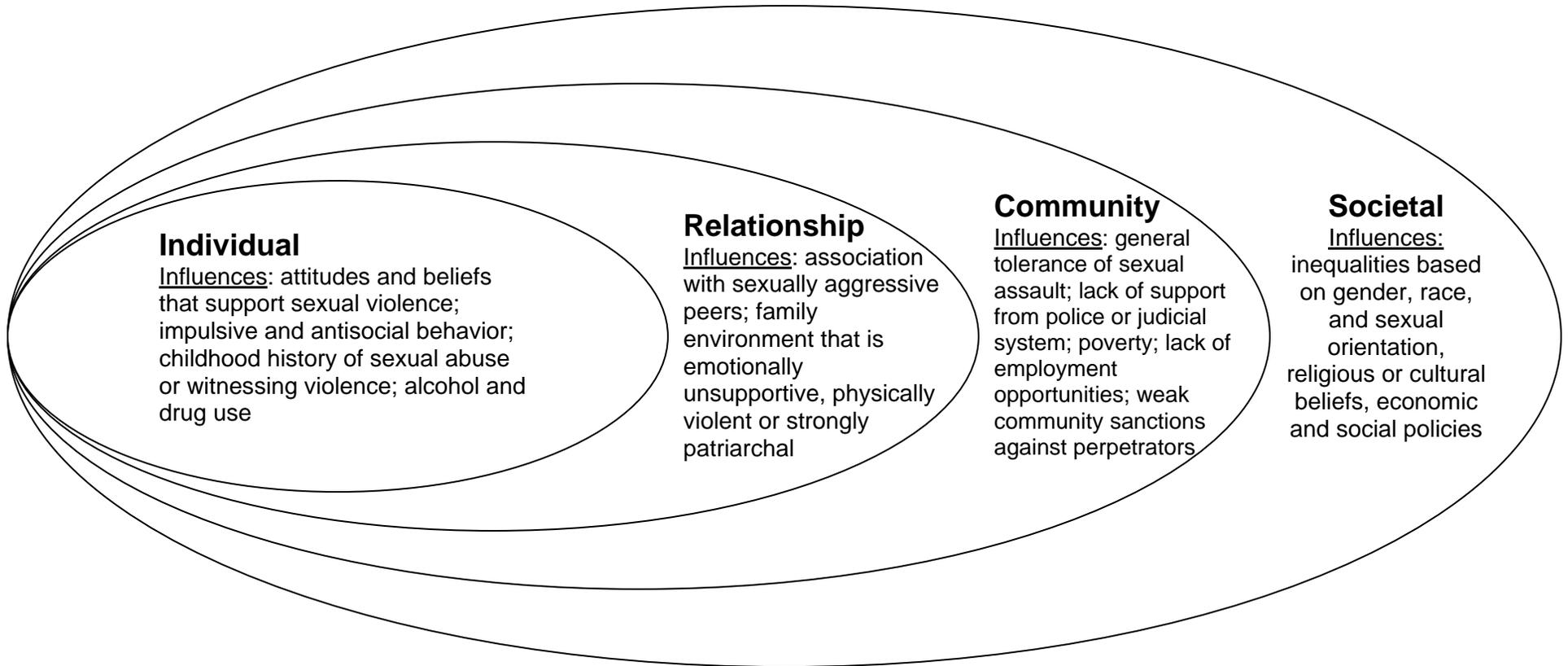
Ecological Model

Ecological Model
(Adapted from CDC Sexual Violence Prevention: Beginning the Dialogue)

To prevent sexual violence, we have to understand what circumstances and factors influence its occurrence. There are many different theoretical models that attempt to describe the root causes of sexual violence: biological models, psychological models, cultural models, and grassroots, feminist, power-based models. Each of these models contributes to a better understanding of sexual violence and helps experts build programs that sustain protective factors and reduce modifiable risk factors. The CDC chose to use an ecological model because it allows us to include risk and protective factors from multiple domains. Thus, if there is evidence from psychological models about individual risk factors and from feminist models about societal risk factors, it can all be incorporated in the same ecological model. Building such a model offers a framework for understanding the complex interplay of individual, relationship, social, political, cultural, and environmental factors that influence sexual violence (Dahlberg and Krug 2002) and also provides key points for prevention and intervention (Powell, Mercy, Crosby, et al. 1999). We use the four-level ecological model presented in the *World Report on Violence and Health* for this discussion (Dahlberg and Krug 2002); however, there are a variety of ecological models that have been developed (see, for example, Heise 1998). The examples in Table 1 illustrate the levels of the ecological model.

- **Individual**
The first level identifies biological and personal history factors that increase the likelihood of becoming a victim or perpetrator of violence. Some of these factors are age, education, income, substance use, or history of abuse.
- **Relationship**
The second level includes factors that increase risk because of relationships with peers, intimate partners, and family members. A person's closest social circle—peers, partners and family members influence their behavior and contributes to their range of experience.
- **Community**
The third level explores the settings, such as schools, workplaces, and neighborhoods, in which social relationships occur and seeks to identify the characteristics of these settings that are associated with becoming victims or perpetrators of violence.
- **Societal**
The fourth level looks at the broad societal factors that help create a climate in which violence is accepted, even encouraged, or inhibited. These factors include social and cultural norms. Other large societal factors include the health, economic, educational and social policies that help to maintain economic or social inequalities between groups in society.

The Social Ecological Model



Additional information on the ecological model can be found in the document, *Sexual Violence Prevention: Beginning the Dialogue from CDC* (available on the CDC web site at www.cdc.gov)

Attachment 11

Letter of Interest and Conference Registration

Attachment 11

Letter of Interest and Conference Registration

Deborah Joralemon, Director
Rape Crisis Program
Bureau of Women's Health
New York State Department of Health
Corning Tower Building Room 1805
Empire State Plaza
Albany, New York 12237

Dear Ms. Joralemon:

On behalf of _____ (Name of organization), we hereby inform you that we intend to submit a bid for the Sexual Violence Prevention Program Request for Applications. We intend to submit an application for:
_____ Community Based Primary Prevention Education (Component A)

_____ Centers of Excellence in the Primary Prevention of Sexual Violence (Component B)

_____ **We intend to participate in the non-mandatory bidder's conference call** scheduled for August 19, 2009 10am – Noon. The following staff person will participate on the conference call:

Name: _____

Phone #: _____ Email address: _____

_____ **We do not intend to participate in the non-mandatory bidder's conference call.**

Yours truly,

Signature of CEO or responsible person

Title

Mailing Address

Telephone Area Code and Number

Fax Area Code and Number (if none, so indicate)

E-mail address (if none, so indicate)

Attachment 12

Vendor Responsibility

BUSINESS ENTITY INFORMATION				
Legal Business Name			EIN	
Address of the Principal Place of Business/Executive Office			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name:			Phone Number	Fax Number
Title			Email	
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)				
Type	Name	EIN	State or County where	Status
I. BUSINESS CHARACTERISTICS				
1.0 Business Entity Type – Please check appropriate box and provide additional information:				
a) <input type="checkbox"/> Corporation (including	Date of			
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized			
c) <input type="checkbox"/> Limited Liability	Date of			
d) <input type="checkbox"/> Limited Partnership	Date Established			
e) <input type="checkbox"/> General Partnership	Date	County (if formed)		
f) <input type="checkbox"/> Sole Proprietor	How many years in			
g) <input type="checkbox"/> Other	Date			
If Other, explain:				
1.1 Was the Business Entity formed in New York State?				<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No' indicate jurisdiction where Business Entity was formed:				
<input type="checkbox"/> United	State	_____		
<input type="checkbox"/> Other	Country	_____		
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? <i>Note: Select 'not required' if the Business Entity is a General</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No" explain why the Business Entity is not required to be registered in New York State.				
1.3 Is the Business Entity registered as a Sales Tax vendor with the New York State Department of Tax and Finance?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Explain and provide detail, such as 'not required', 'application in process', or other reasons for not being registered.				

1.4 Is the Business Entity a Joint Venture? <i>Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for the Business Entity</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5 Does the Business Entity have an active Charities Registration Number?		<input type="checkbox"/> Yes <input type="checkbox"/>
Enter Number: _____ If _____ If an application is pending, enter date of _____ Attach a copy of the application		
1.6 Does the Business Entity have a DUNS Number?		<input type="checkbox"/> Yes <input type="checkbox"/>
Enter DUNS _____		
1.7 Is the Business Entity's principal place of business/Executive Office in New York State?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Provide the address and telephone number for one New York Office.		
1.8 Is the Business Entity's principal place of business/executive office:		
<input type="checkbox"/> Owned		
<input type="checkbox"/> Landlord Name (if _____)		
<input type="checkbox"/> Other Provide explanation (if _____)		
Is space shared with another Business Entity?		<input type="checkbox"/> Yes <input type="checkbox"/>
Name of other Business _____		
Address _____		
City _____ State _____ Zip _____ Country _____		
1.9 Is the Business Entity a Minority Community Based Organization (MCBO)?		<input type="checkbox"/> Yes <input type="checkbox"/>
1.10 Identify current Key Employees of the Business Entity. Attach additional pages if necessary.		
Name	Title	
1.11 Identify current Trustees/Board Members of the Business Entity. Attach additional pages if		
Name	Title	
II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS		
2.0 Does the Business Entity have any Affiliates? Attach additional pages if necessary (If no proceed to section III)		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Affiliate	
III. CONTRACT HISTORY		

3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? ? If “Yes” attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date,	<input type="checkbox"/> Yes <input type="checkbox"/> No
IV. INTEGRITY – CONTRACT BIDDING Within the past five (5) years, has the Business Entity or any Affiliate	
4.0 been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/>
4.2 been denied a contract or had a bid rejected based upon a finding of non-responsibility by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 agreed to a voluntary exclusion from bidding/contracting with a government	<input type="checkbox"/> Yes <input type="checkbox"/>
4.4 initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
V. INTEGRITY – CONTRACT AWARD Within the past five (5) years, has the Business Entity or any Affiliate	
5.0 been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/>
5.1 been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 entered into a formal monitoring agreement as a condition of a contract award from a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
VI. CERTIFICATIONS/LICENSES	
6.0 Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
VII. LEGAL PROCEEDINGS Within the past five (5) years, has the Business Entity or any Affiliate	
7.0 been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/>

7.4 entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000, imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
VIII. LEADERSHIP INTEGRITY Note: If the Business Entity is a Joint Venture, answer 'N/A- Not Applicable' to questions 8.0 through 8.4. Within the past five (5) years has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign execute or approve bids,	
8.0 a sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.1 an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.2 an indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 a misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.4 a debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
For each "Yes" answer provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any Affiliates received any formal unsatisfactory performance assessment(s) from any government	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No

<p>If “Yes” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	
<p>9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments over \$15,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 120 days?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> <input checked="" type="checkbox"/> No
<p>If “Yes” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the lien holder or claimant’s name(s), the amount of the lien(s), claim(s), or judgments(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	
<p>9.3 Within the last seven (7) years, has the Business Entity or any Affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> <input checked="" type="checkbox"/> No
<p>If “Yes” provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy Chapter Number, the Court name, the Docket Number. Indicate the current status of the proceedings as “Initiated,” “Pending” or “Closed”. Provide answer below or attach additional sheets with numbered responses.</p>	
<p>9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> <input checked="" type="checkbox"/> No
<p>If “Yes” provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability year(s), the Tax Liability amount the Business Entity failed to file/pay, and the current status of the Tax Liability. Provide answer below or attach additional sheets with numbered responses.</p>	
<p>9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> <input checked="" type="checkbox"/> No
<p>If “Yes” provide the Business Entity involved, the relationship to the submitting Business Entity, the year(s) the Business Entity failed to file/pay the insurance, explain the situation, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	
<p>9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits? If “Yes”, did any audit reveal material weaknesses in the Business Entity’s system of internal controls</p>	<input type="checkbox"/> Yes <input type="checkbox"/> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> <input checked="" type="checkbox"/> No
<p>For each “Yes” answer provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	
<p>X. FREEDOM OF INFORMATION LAW (FOIL)</p>	
<p>10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Indicate the question number(s) and explain the basis for your claim.</p>	

Certification

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

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of _____
Owner/Officer
Printed Name of _____
Signatory
Title _____
Name of Business _____
Address _____
City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public

Vendor Responsibility Attestation

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

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six months.
- A hard copy Vendor Responsibility Questionnaire is included with this application and is dated within the last six months.
- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official: _____

Print/type Name: _____

Title: _____

Organization: _____

Date Signed: _____