

RFA Number 0911101119

**New York State
Department of Health**

Center for Community Health

Division of Family Health

Bureau of Women's Health

Rape Crisis Program

**Request for Applications
Rape Crisis and Sexual Violence Prevention**

*Component A – Direct Services to Victims of Rape and Sexual Assault
And Community Based Primary Prevention Education*

Component B –Centers of Excellence in Sexual Violence Prevention

KEY DATES

RFA Release Date: January 25, 2010

Questions Due: February 8, 2010

Applicant Conference On: February 10, 2010

Deadline for Registration: February 9, 2010

Questions and Answers Posted: February 18, 2010

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I. Introduction

A. Mission

The goal of the Rape Crisis and Sexual Violence Prevention Program at the New York State Department of Health (NYSDOH) is to improve societal response to rape, provide supports and services to victims of rape and sexual assault and to promote primary prevention efforts that reduce the incidence of rape, victimization and sexual violence. The Department approaches sexual violence from a public health perspective, recognizing that primary prevention, including efforts to change cultural norms, behaviors, and practices, is essential to create a community climate free from violence.

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 2,767 forcible rapes in 2008. 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 above 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%).

Rape Victim Services

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.

Rape crisis centers ensure the provision of crisis intervention services to help eliminate the long-term effects that rape can have on an individual. These services include: 24-hour crisis intervention hotlines, counseling, accompaniment, advocacy, referral for supports and services and confidentiality assurances to meet the needs of victims of rape and sexual assault.

Primary Prevention Services

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 results in 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.

C. Description of Program

The New York State Department of Health (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 services. Each component has specific eligibility criteria, project activities and anticipated grant awards. This RFA also provides guidance regarding the specific elements that should be included for an application to be considered for funding. Specific instructions and application forms are contained herein.

1. **Component A** – Under this component, up to 75 awards will be made to applicants. Applicants will be required to provide the following services in the catchment area they propose to serve:
 - Comprehensive rape crisis intervention services including, 24-hour crisis intervention, counseling, accompaniment, advocacy, referral and follow-up services; and,
 - Primary prevention services.

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 or another state agency related to direct services to victims of rape/sexual assault and primary prevention. **The Centers of Excellence will provide activities in support of rape crisis intervention services and primary prevention services for the applicants awarded funding under Component A as outlined in section III B of this RFA.**

In the event an applicant wishes to apply for both component A and B separate applications must be received.

II. Component A - Comprehensive Rape Crisis Services and Sexual Violence Primary Prevention Education

1. Who May Apply:

1. Minimum Eligibility Requirements

Eligibility is restricted to an agency of the county or other local government or an incorporated not-for-profit entity in New York State.

2. Preferred Eligibility Requirements

Preference will be given to those applicants able to demonstrate the following:

- Their agency's experience in the provision of rape crisis and sexual violence prevention services, including longstanding and active partnerships with relevant community programs, hospitals, etc.
- Cultural competence to serve the high-risk populations in their communities.
- Board membership that has the expertise to address agency needs and includes representation from the community being served.
- A budget that shows a portion of the project's costs are borne by other sources such as agency funds, business, local government, other State or Federal funds, or funds provided by the community. Support can be represented through coverage of direct costs or in-kind contributions.

2. Work Scope (Two Parts - Direct Services and Sexual Violence Primary Prevention)

All applicants will provide comprehensive rape crisis intervention services to all individuals seeking such services in the community they serve, as well as plan and implement primary prevention efforts to prevent sexual violence before it begins.

Applicants should have an understanding of primary prevention and the social-ecological model. Successful applicants should have a thorough understanding of the cultural and ethnic composition of the community they serve, and how cultural factors and/or social circumstances can affect victims' experiences and recoveries. A description of the project and activities targeting underserved and/or minority populations should be provided. Applicants should describe their capacity to function effectively within the context of cultural beliefs, behaviors and needs presented by underserved and/or minority populations within the applicant's service area. The core program services/components, including definitions of services and minimum standards to be met when providing those services, can be found in attachments 4 (Program Standards) and 5 (Glossary). Applicants should serve individuals of all ages seeking services. These services should meet the requirements established by Title 10 of the New York Code of Rules and Regulations in Section 69-5 (10NYCRR 69-5).

Part 1 Rape Victim Services include:

1. **24-hour crisis intervention services** including hotline and phone counseling capabilities available 24-hours a day to victims of rape and sexual assault and significant others.
2. **Counseling** - Applicants will offer short term individual or group counseling and follow-up.
3. **Training of volunteers, professionals and the larger community** - Applicants will provide training to their staff and volunteers, and to the larger community that meets the requirements of 10NYCRR 69-5 (this is not considered primary prevention education but rather outreach). Providing advocates/volunteers to meet with victims of rape and sexual assault is an important component and an integral part of rape crisis centers. Trained staff may provide crisis intervention, accompaniment and advocacy through other areas of the victim service system (medical, criminal justice, etc.) and may offer counseling support to victims and significant others. Appropriately trained volunteers may provide other services, as necessary.
4. **Accompaniment Services** - Accompaniment of victims is provided by a trained crisis worker to assist and support the victim.
5. **Advocacy Services** - Advocacy on behalf of victims is conducted, usually in the form of interaction with individuals, agencies, organizations, or groups that focus on promoting appropriate responses and services that address the needs and rights of survivors.
6. **Information and referral services** - Applicants provide information and referral services, based on established relationships with human service providers, medical personnel, and law enforcement officials.
7. **Client confidentiality assurances** - All applicants should demonstrate how they will meet regulatory standards to ensure the confidentiality of client communication and records to be eligible to apply (see Attachment 3 10NYCRR 69-5) and provide

training to staff and volunteers and ensure that the list of approved staff and volunteers submitted to NYSDOH is updated every six months.

8. **Development of a community support system** - Applicants will develop relationships with all community agencies that may be involved in the resolution of rape cases.

Part 2 Sexual Violence Primary Prevention Services

Applicants will propose primary prevention programs designed to prevent sexual violence before it occurs. Applicants may propose strategies to plan, implement and evaluate primary prevention strategies to best meet the needs of their catchment area. This may include the provision of sexual violence primary prevention education to a targeted group or a community mobilization effort. Applicants may propose regional efforts with adjacent applicants. For example, 3 applicants may propose to provide sexual violence education to a local college to maximize resources or several applicants may propose to form a community coalition in a 5 county region to develop and implement a plan to address primary prevention of sexual violence.

Sexual Violence Primary Prevention Education – If the applicant proposes to provide educational programming, the following parameters should be followed:

- Primary prevention education on sexual violence prevention will be provided to local youth-serving agencies, schools, colleges/universities or other venues where youth gather;
 - Education should encompass at least two levels of the social ecological model;
 - Education should focus on preventing sexual violence before it begins, be multi-session (at least 6-8 sessions) and be socio-culturally relevant;
 - One of the following national curricula should be used: Safe Dates, Girls Circle, The Council for Boys and Young Men (previously known as Boys Council), Men of Strength Clubs (A component of Men Can Stop Rape), Expect Respect, or Mentors in Violence Prevention (MVP). ***Any of the national programs listed should be used in its entirety to ensure fidelity of the program.***
- **Community Mobilization**– If the applicant proposes to develop and participate in a local coalition to address primary prevention, strategies used should reflect models such as using the spectrum of prevention to build comprehensive programming or other coalition building models to address community efforts to prevent sexual violence as promoted by efforts such as community mobilization. A plan should be developed with clearly defined goals and objectives. This process should basically involve:
 - Developing local coalitions comprised of agencies and individuals that can work to influence those factors that lead to sexual violence.
 - Review of local data and information to identify community strengths, needs and risk for sexual violence.
 - Developing a plan to address sexual violence, targeting highest need target or area based on resources.
 - Developing a strategy to evaluate short and long term outcomes of the prevention plan.
 - Adjusting the plan as required.
 - Community mobilization efforts should encompass at least two levels of the social-ecological model.

- Work groups should meet sufficiently to achieve the goals of the project.

C. Evaluation and Reporting Requirements

If funded, applicant organizations agree to provide the New York State Department of Health 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 should submit quarterly data reports in the approved format as prescribed by DOH. In addition, the Department of Health will conduct site visits and evaluations as necessary. All reports will be submitted in the format requested by the NYSDOH Rape Crisis Program.

Minimum System Requirements for Data Collection

Applicants should have an internet connection, including an email address, and should agree to provide data electronically through the approved DOH data collection program, the Alternative Data System, (ADS), or a program compatible to the DOH approved program. All of the Component A applicants receiving awards from this RFA will utilize the data collection system provided by the Department or will submit required data in a format that is compatible with the system provided. Any modifications or adaptations of an applicant's current data collection system to make it compatible with the DOH system are the sole responsibility of the applicant.

In order to submit reports, the successful applicant will be required to have Microsoft Office Professional, which includes MS Word, MS Excel, and MS PowerPoint and a printer.

Some or all of the services awarded through this RFA may be awarded by another state agency using the criteria set forth in this RFA or may be transferred to another state agency via a separate contract. If the award and/or contract is with another state agency, data collection and reporting requirements for those services will be in accordance with requirements of that state agency, and other state and federal reporting requirements.

D. Funding

- A total of approximately \$4.1 million will be available to fund Rape Crisis Centers to provide direct services to victims of rape and sexual assault and to support sexual violence primary prevention. It is anticipated that up to 75 awards will be made, awards will be made up to \$55,000. At least one award will be made to an applicant serving each county/borough in New York State, to the extent that fundable applications are received. Additional awards may be made to those counties/boroughs with reported rapes above 175 per year. Reported rapes will be determined by those reported through the Uniform Crime Reporting system as listed on the New York State Division of Criminal Justice Services web site for 2007 and included as Attachment 6. Once awards are made to each county/borough the remaining funds will be awarded to the highest to lowest scoring applicants for those counties/boroughs reporting over 175 rapes. (Attachment 6). **Approximately 50% of the funding in Component A is federal rape prevention and education**

funds to be used to support specific hotline activities and sexual violence primary prevention education as detailed in this RFA. Proposed budgets should be reflective of this. Up to 25% of this federal rape prevention education funding can be used to support victim's services hotlines and related activities, such as training hotline staff. Hotlines and related activities need to be detailed on Table A-3 (Attachment 10A).

Amount of funding to be awarded to each applicant will be based on the following criteria:

- Awards cannot exceed the funding amount requested in an application;
- If applicants submit proposals to provide services in multiple counties, separate proposals must be submitted. **Applicants that submit proposals that combine counties will be disqualified;**
- Funding may be less than the total amount available for combined counties, in order to accommodate economies of scale inherent in having a single administrative entity. If multiple areas are to be served, duplicative personnel services, including administrative costs, will not be allowed. Consequently, this will result in award amounts being reduced accordingly, and;
- In counties/boroughs, where the reported rapes are greater than 175 annually, available funding will permit awards to multiple providers serving those locations; applicants will be funded in order of score, up to, but not exceeding the available funding.

A portion of the project's costs should be borne by other sources such as agency funds, business, local government, other State or Federal funds, or funds provided by the community. Support can be represented through coverage of direct costs or in-kind contributions. Although there is no specific percentage match requirement, applicants should clearly demonstrate on the budget forms provided that a portion of the project is supported by other funds.

Preference may be given to those programs demonstrating strong financial support both within their agency and from outside their agency. Funds awarded as a result of this RFA should be used to supplement, not supplant, resources available to the applicant to provide rape crisis services and primary prevention efforts.

E. Application Content

All completed applications should include the following sections in the following order. A Grant Application Checklist (Attachment 7) has been provided to assist you.

If applying for multiple counties, submit separate applications for each county. Applicants that submit proposals that combine multiple counties will be disqualified.

Include each of the following sections in your application, each section should be titled and follow in order as presented here. Both direct services to victims and efforts to address sexual violence primary prevention in the community should

be discussed in each section below.

1. Cover Sheet

[0 Points]

The cover sheet (Attachment 8) should be the cover of your application and should provide relevant information about your agency, category of submission, years of experience, target area and the amount of funding requested. **The cover sheet should be signed by an individual authorized to sign for the applicant organization.**

2. Executive Summary

[5 Points]

(Two-page Limit)

Summarize the program you are proposing in two pages or less. Describe the cultural, racial and ethnic composition of the community you serve and how these cultural factors and/or social circumstances can affect a victim's experience and recovery. Describe the purpose of the program, the target population, activities to be undertaken, staffing, workload and the results you hope to accomplish. Ensure that all requirements related to direct services to victims and primary prevention efforts are addressed, however briefly. If you are proposing to approach primary prevention efforts in collaboration with other applicants, please briefly summarize your approach, including partner agencies, who will take the lead on these efforts and your specific role and contribution in the primary prevention effort.

3. Organizational Experience and Capability

[25 Points]

(Four-page Limit)

In four pages or less describe your agency, services and capacity and how the program will be integrated within your agency for both direct services and primary prevention. Applicants will be judged on the basis of agency capacity to conduct the proposed program and evidence of prior success with similar initiatives. Detail the overall purpose and current major activities of the organization, including a description of the organization's qualifications to provide the proposed rape crisis services and primary prevention program. Applicants should complete and sign the attestation in Attachment 3, which is used to determine whether certification requirements have been met for the rape crisis confidentiality privilege. Applicants that do not meet certification requirements should include a plan describing how confidentiality standards will be met and indicate their ability to apply for this privilege in accordance with Subpart 69-5 Part 69 of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York (NYCRR) (Attachment 2) or other appropriate state laws and regulations. If you are proposing to approach primary prevention efforts in collaboration with other applicants, describe your experience in collaborating with these and other community agencies on similar projects, and include evidence of the degree of local community support for the organization's overall program and of community coordination and cooperation (collaborative, consultative, referral and advisory relationships). This evidence may take the form of written agreements, and/or current letters of support, which will not count towards the page limit. Also include evidence of cooperation from local groups and/or statements of endorsement from relevant organizations, agencies, and individuals. If providing primary prevention education, applicants should demonstrate access to target audiences by including letters of commitment from schools or other venues where primary prevention education will take

place. The written agreements and or letters of support you submit should be included as an appendix to your application and do not count towards the four page maximum for this section.

Describe your Board of Directors, listing present members, role on the Board (e.g., consumer representative, chair, etc.) and their other major community affiliations, and outline the Board's organizational role in the agency's operation. Provide a current organizational chart of your agency as an appendix to your proposal. The organizational chart should include a clear representation of where your proposed project will fall within your management structure. The organizational chart does not count towards the four page maximum for this section.

Applicants should demonstrate how they collaborate with other agencies and or programs within the rape/sexual assault community, such as collaboration with child advocacy centers, local hospitals, police departments, district attorneys and other relevant agencies.

Applicants should demonstrate how they would attain and maintain funding to support this project in the future. Give specific information on local support (in the form of funding, volunteer involvement, in-kind contributions, etc.) which the organization has experienced in the past year, or which is anticipated in the immediate future.

4. Description of Need
(Three-page Limit)

[15 Points]

Applicants should assess the needs of the community and identify the target population for victim services and primary prevention activities. Applicants should be able to demonstrate a thorough understanding of the cultural, racial and ethnic composition of the community they serve, assess community resources and support, determine unmet needs in the community and provide a description of the project outreach activities. Specify the geographic area to be served, provide a demographic description including the cultural and ethnic makeup of the community to be served, the target population to be served, and the specific problems or needs regarding rape, sexual assault and sexual violence prevention to be addressed. Gaps and barriers in service should be identified, and a plan to address those gaps and barriers provided.

5. Workplan Narrative and Proposed Program Activities
(Ten-page Limit – exclusive of Work Plan Work Sheets)

[25 Points]

The proposed work plan is a very important part of the application. ***For direct victims' services, applicants should provide a narrative that fully explains how the proposed program requirements will be met as described in Section II above.*** In the narrative section, applicants should identify the hospitals in their community to which they will send advocates/volunteers to assist victims of sexual violence, and explain the current degree of collaboration with each hospital. In addition to the narrative section on the direct services you provide, applicants should fill in the table in Attachment 9A that lists estimated number of services you expect to provide.

The narrative section should also detail your plans for sexual violence primary prevention, either educational programs or community mobilization efforts. If educational programming will be conducted, describe which national program from attachment 11 you propose to use. Address each component of the proposed program and clearly describe how you will focus on primary prevention, the format of their educational programs including number of sessions per event, where the education will take place, responsiveness to the needs of the community and outcomes you plan on achieving.

If the applicant proposes to approach sexual violence primary prevention through community mobilization, the narrative should include the catchment area, identification and recruitment of coalition members, roles these members can play in addressing sexual violence prevention, proposed frequency of meetings, process to be used to identify community strengths and issues and plans to address these issues and methods to evaluate the impact of the coalition and their efforts. The applicant should describe how the community coalition will be representative of the target population and include such members/organizations as local schools, faith-based organizations, community organizations serving youth and young adults and others as appropriate to address the issue. If the applicant proposes to approach community coalition efforts jointly with other applicants, the proposal should include the names of all collaborative applicants, the applicant who will take the lead on these efforts, the specific role and expectation for the applicant and the catchment area to be served by the applicant.

In addition to the narrative describing primary prevention services, all applicants should provide a workplan following the format in Attachment 9A. All objectives should be written using the SMART method of writing objectives as outlined in Attachment 5. Succinctly describe the issue you propose to work on in your community or with your community coalition, provide measurable program objectives and activities for accomplishing each objective during the grant period by using attachment 9A (Primary Prevention Work Plan). This completed form should accompany your request. The narrative section should fully explain all aspects of the sexual violence primary prevention program you are proposing to implement including:

- For each objective, describe the kind and quantity of work, and activities that will be implemented to obtain the desired outcome.
- For each objective, describe in detail specific activities and who will be responsible for those activities.
- For each objective, explain in the narrative how you will determine if progress is being made. Include methods of evaluation for each objective on the work plan sheets.
- The applicant should clearly describe how they will embody at least two levels of the social ecological model in their plans as described in attachment 12. The applicant should describe their efforts to apply the nine prevention principles as described in Attachment 5. Applicants proposing to approach sexual violence prevention through community mobilization may use the same or similar workplans, however, the workplan for each applicant should clearly outline the role of the applicant in the process and the outcomes expected for the target area proposed to be served. One applicant should clearly take the

lead in the effort with the roles and responsibilities of each applicant collaborator clearly defined.

6. Budget and Staffing Plan

[20 Points]

(No-page Limit)

Budget data should be submitted in the format presented in the instructions and budget forms in Attachment 10. All budget requests should be reasonable and cost efficient. Applicants should submit a 12 month budget, assuming a July 1, 2010 start date. Only costs related to the provision of rape crisis intervention services and efforts related to sexual violence primary prevention/community mobilization should be included. Justification for each cost should be detailed in a supporting narrative. Ineligible items will be removed from the budget before it is scored. The budget amount requested will be reduced to reflect the removal of the ineligible items.

Fifty percent (50%) of the total award is restricted for primary prevention efforts and may only be used to fund 24 hour hotlines and primary prevention activities. Up to 25% of the federal rape prevention funding can be used to support victim's services hotlines and related activities, such as training hotline staff. Hotlines and related activities need to be detailed on Table A-3 (Attachment 10A). If appropriate percentages of the total amount are not used as required, budgets will be adjusted to ensure adequate funding for primary prevention and hotline services. For applicants proposing to approach primary prevention through community mobilization, each applicant's budget should reflect their contribution to the community planning and implementation effort. For those applicants submitting an application to plan and implement a community mobilization efforts with other applicants, budgets may be adjusted once awards are made in cases where applicant collaborators are not funded.

Applicants need to provide current (dated) job descriptions, which indicate the title, function, specific responsibilities, and required qualifications for all staff, existing and proposed. Applicants should have a .5 FTE coordinator if serving one county and a 1 FTE if serving multiple counties. **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, are not allowed under this grant.** 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. If your project utilizes volunteers, you should provide specific information about the volunteer aspect of the proposed project, including a brief description of the training, duties, and supervision of volunteers.

In addition to the budget discussed above, include an agency-wide budget, or in the case of local health units or hospitals, a department-wide budget, which provides information related to all contracts received by the agency, and personnel and other than personal service (OTPS) cost allocation. This agency/department-wide budget

should clarify personnel and other than personal service costs being budgeted to other contracts in comparison to the rape contract. Identify staff by name 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.

7. Program Evaluation

[10 Points]

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 how the applicant will assess progress in achieving stated objectives and methods to adjust activities to achieve the work plan objectives, if necessary. Describe data collection activities in support of evaluation, including the types of data you will collect, and provide a commitment to participate in the State's data collection system. The applicant should describe how they will ensure that all reports are submitted to DOH in a timely manner. The applicant should describe the available computer equipment, including email capabilities and types of software available, especially Microsoft Office or a plan to acquire the necessary equipment and software.

Some or all of the services awarded through this RFA may be awarded by another state agency using the criteria set forth in this RFA or may be transferred to another state agency resulting in a separate contract. If the award and/or contract is with another state agency, data collection and reporting requirements for those services will be in accordance with requirements of that state agency and other state and federal reporting requirements.

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

A. Who May Apply

Minimum Eligibility Requirements

1. Applications will be accepted from incorporated, not-for-profit organizations in New York State with demonstrated experience in the field of rape crisis, sexual violence, primary prevention of sexual violence and related fields.

Preferred Eligibility Requirements

1. Applicants who have experience in coalition development and community planning efforts.
2. Applicants who have demonstrated experience in the provision of services to victims of rape.
3. Applicants with experience in the development and provision of educational programs and other efforts in the prevention of violence against women.
4. 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.
5. An ability to work with and respond to the needs of and foster collaboration among a diverse group of community-based organizations.

B. Project Narrative/Work Plan Outcomes

COE's are crucial to the effectiveness of a comprehensive rape crisis response and prevention system. COE's should serve as a link among individual programs, and between state and national organizations and agencies. COE's should work collaboratively to assist with the development of policies and guidelines related to the services provided to individual victims and to the systems delivery of these services. Applicants should develop relationships with community agencies that are involved in responding to sexual assault victims and in rape prevention activities. Applicants should demonstrate their ability to partner with sexual assault providers, health care professionals, members of the criminal justice system, community leaders, policy makers, the Department of Health, and others serving sexual assault victims within the state. 69% of the funding in Component B is federal rape prevention and education funds to be used in support of sexual violence primary prevention.

Activities in Support of Rape Crisis Intervention Services

- Providing advocacy services on behalf of all survivors. Advocacy may take the form of interactions with individuals, agencies, organizations, or groups that focus on promoting responses and services that address the needs and rights of survivors.
- Working collaboratively with the Department to assist with the development of policies and guidelines related to the services provided to individual victims and to the systems delivery of these services.
- Acting as a clearinghouse of information, resources and research related to crisis intervention to victims of rape/sexual assault.

Activities in Support of Primary Prevention

COEs should support primary prevention services using one or both of the following activities:

- Providing training related to primary prevention. Training topics may include community coalition building, networking to prevent sexual violence, 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 11). If providing training, 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 target audience for this training is programs funded under Component A or partners in community mobilization related to primary prevention.

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.

- Providing technical assistance, leadership and support related to community mobilization efforts to providers funded under Component A . Community coalition mobilization efforts should be based upon primary prevention models such as the spectrum of prevention or other coalition building models to ensure a comprehensive effort to prevent sexual violence. A plan should be developed with clearly defined goals and objectives. At the local level, this process should involve:
 - Developing local coalitions comprised of agencies and individuals that can work to influence those factors that lead to sexual violence.
 - Review of local data and information to identify community strengths, needs and risk for sexual violence.
 - Developing a plan to address sexual violence, targeting highest need target or area based on resources.
 - Developing a strategy to evaluate short and long term outcomes of the prevention plan.
 - Adjusting the plan as required.
 - Community mobilization efforts should encompass at least two levels of the social-ecological model.
 - Work groups should meet sufficiently to achieve the goals of the project.

All COEs should:

- Providing support and technical assistance on primary prevention program development to providers funded under Component A.
- Partnering with NYSDOH to work collaboratively with individual programs and state and national agencies and organizations to improve primary prevention efforts.
- Acting as a clearinghouse of information, resources and research related to preventing sexual violence, including collecting, reviewing, cataloging and disseminating information relating to sexual violence prevention. COEs will 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. COEs will 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.
- 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). All participants in the annual meeting will be required to pay for their own travel, lodging

and meals. If two COEs are funded, both will be expected to share costs related to the annual meeting and 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.

*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.

The expected initial contract period will be from July 1, 2010 to June 30, 2011. This contract may be renewed each year, up to five years in total, based upon provider performance and the availability of funds. The successful applicant(s) will meet with NYSDOH staff at least twice annually in Albany to review program plan progress.

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.

Some or all of the services awarded through this RFA may be awarded by another state agency using the criteria set forth in this RFA or may be transferred to another state agency via a separate contract. If the award and/or contract is with another state agency, reporting requirements for those services will be in accordance with requirements of that state agency.

D. Funding

Approximately \$450,000 is available to fund up to two (2) Centers of Excellence in Primary Prevention – the highest scoring applicants submitting a fundable proposal from NYC (NYC) and from the Rest of State (ROS). Funding amount will be a maximum of \$225,000 each if 2 awards are made; a maximum of \$450,000 if one statewide award is made. If an applicant is submitting for both NYC 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 7) 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 8) 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 should 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 support the needs of the programs funded under Component A and the Department or other state agency related to the delivery of rape victims services and primary prevention services as required in Section III. B of the RFA, including activities, staffing, anticipated outcomes and process for evaluation of those outcomes.

3. Organizational Experience and Capability

[25 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 how the applicant has the experience and capabilities to fulfill the requirements of Section III B.

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

[15 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

[25 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 all requirements in Section III B.

For planning purposes the work plan should reflect a 31% effort related to rape crisis intervention and a 69% effort to primary prevention services. Describe community systems and agencies with whom you have or propose to have linkages and include with your application letters indicating support (letters of support will not count toward the page limit).

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 9B (make additional copies as necessary). The completed work sheets should accompany the application. The SMART method, as described in Attachment 5, should be used in writing objectives.

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 10B) are included. Applicants should submit a 12-month budget, assuming a July 1, 2010 start date.** It is expected that there will be a full-time designated 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. For planning purposes the budget should reflect a 31% effort related to rape crisis intervention and a 69% effort to primary prevention services.

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.

If training is provided, the applicant will ensure sufficient lodging to accommodate training participants (programs funded under Component A) at or near the training space within the NYS guidelines for travel. All participants (Component A programs) will be required to pay for their own travel, lodging and meals.

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 victims services and primary prevention activities and staffing levels should be appropriate for the workload proposed.

Applicants need to complete all budget pages in Attachment 10B and show in detail on Table A-3 the proposed use of federal Rape Prevention and Education funds, ensuring that a minimum of, 69% of the total budget is devoted to primary prevention activities.

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, are not allowed

under this grant.

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

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.

C. 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. Some or all of the services awarded through this RFA may be awarded by another state agency using the criteria set forth in this RFA or may be transferred to another state agency via a separate contract.

B. Question and Answer Phase:

All substantive questions should be submitted in writing by February 8, 2010 to:

**Deborah Joralemon
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 13). 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 February 10, 2010. The Department requests that potential applicants register for this conference by indicating on the Letter of Interest, due February 8, 2010 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, 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 13 to this RFA.

D. How to file an application

Applications must be **received** at the address below by 4:00pm on March 8, 2010. 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.

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

Deborah Joralemon

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 term: July 1, 2010 to June 30, 2011. 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 following periodic reports on a timely basis (within 45 days of the end of the quarter): substantive quarterly reports and quarterly data in a format prescribed by the Department, and a cumulative end of contract period report addressing all objectives and process implementation activities and outcomes, per the approved work plan and budget. All reports should identify in-kind and other sources of income of the agency.

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 14).

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 judgement 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.

VI. 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 and B

1. Executive Summary	(2 pages)	(Maximum Score: 5 points)
2. Organizational Experience	(4 pages)	(Maximum Score: 25 points)
3. Description of Need	(3 pages)	(Maximum Score: 15 points)
4. Work Plan and Activities	(10 pages)	(Maximum Score: 25 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,. 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 applicants will be rated against others proposing to serve the same areas of the state. Efforts will be made to ensure rape crisis coverage in every county in the state. The highest rated proposal in the county will be given the award with additional awards made based on the award process detailed in Section II D.

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 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 distribution of programs across counties in the state and 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: New York Codes Rules Regulations (NYCRR) 69-5
- Attachment 3: Annual Attestation Certifying Program meets 10 NYCRR 69-5
- Attachment 4: Program Standards for Component A
- Attachment 5: Glossary of Terms
- Attachment 6: Number of Reported Rapes by County
- Attachment 7: Grant Application Checklist
- Attachment 8: Cover Sheet
- Attachment 9A: Workplan Work Sheets Component A
- Attachment 9B: Workplan Work Sheets Component C
- Attachment 10A: Component A Budget Instructions and Format
- Attachment 10B: Component B Budget Instructions and Format
- Attachment 11: Approved Primary Prevention Programs for Components A
- Attachment 12: Social Ecological Model
- Attachment 13: Letter of Interest
- Attachment 14: Vendor Responsibility Attestation and Questionnaire

Attachment 1

Standard Contract

Please note the standard contract contains program specific appendixes that will be provided to your agency in the actual contract if your program is funded. These appendixes 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 appendixes 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): _____ . NYS COMPTROLLER'S NUMBER: _____

CONTRACTOR (Name and Address): _____ . ORIGINATING AGENCY CODE: _____

FEDERAL TAX IDENTIFICATION NUMBER: _____ . TYPE OF PROGRAM(S) _____

MUNICIPALITY NO. (if applicable): _____ . INITIAL CONTRACT PERIOD _____

CHARITIES REGISTRATION NUMBER: _____ . FROM: _____
____ - ____ - ____ or () EXEMPT: _____ . TO: _____
(If EXEMPT, indicate basis for exemption): _____ . FUNDING AMOUNT FOR INITIAL PERIOD: _____

CONTRACTOR HAS() HAS NOT() TIMELY . MULTI-YEAR TERM (if applicable): _____
FILED WITH THE ATTORNEY GENERAL'S . FROM: _____
CHARITIES BUREAU ALL REQUIRED PERIODIC . TO: _____
OR ANNUAL WRITTEN REPORTS. _____

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

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

_____	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
_____	APPENDIX A-1	Agency-Specific Clauses (Rev 10/08)
_____	APPENDIX B	Budget
_____	APPENDIX C	Payment and Reporting Schedule
_____	APPENDIX D	Program Workplan
_____	APPENDIX 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.

STATE OF NEW YORK

AGREEMENT

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

WITNESSETH:

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

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

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

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

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.
 - E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

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

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the

STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-2.

VI. Safeguards for Services and Confidentiality

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

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 and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification 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 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
- ❶ if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

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

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

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

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

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

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

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

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

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

II. Progress and Final Reports

Organization Name: _____

Report Type:

- A. Narrative/Qualitative Report

_____ (Organization Name) will submit, on a quarterly basis, not later than _____ days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will

detail how the _____ (Organization) _____ has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D).

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

B. Statistical/Quantitative Report

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

C. Expenditure Report

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

D. Final Report

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

APPENDIX D

PROGRAM WORKPLAN (sample format)

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

I. CORPORATE INFORMATION

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

II. SUMMARY STATEMENT

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

III. PROGRAM GOALS

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

IV. SPECIFIC DELIVERABLES

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

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

Appendix G

NOTICES

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

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

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

State of New York Department of Health

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

[Insert Contractor Name]

Name:

Title:

Address:

Telephone Number:

Facsimile Number:

E-Mail Address:

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

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

Agency Code 12000
APPENDIX X

Contract Number: _____

Contractor: _____

Amendment Number X-_____

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

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

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

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

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

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

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

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

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

This will result in new contract terms of:

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

Signature Page for:

Contract Number: _____

Contractor: _____

Amendment Number: X-_____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

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

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

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

Attachment 2

NYCRR 69-5

ATTACHMENT 2

Subpart 69-5 Approval of Rape Crisis Programs for the Purpose of Rape Crisis Counselor Certification (Statutory Authority: Public Health Law, section 206(15))

Effective Date: 07/27/94

Sec.

69-5.1 Definitions

69-5.2 Eligibility for rape crisis program approval

69-5.3 Minimum training standards

69-5.4 Application/reapplication for rape crisis program approval

69-5.5 Granting of approval

69-5.6 Certification of rape crisis counselors

69-5.7 Technical assistance

69-5.8 Periodic review

Section 69-5.1 Definitions. As used in this Part:

(a) Client means any person seeking or receiving the services of a rape crisis counselor for the purpose of securing counseling or assistance concerning any sexual offense, sexual abuse, incest or attempt to commit a sexual offense, sexual abuse, or incest, as defined in the Penal Law.

(b) Governing authority means the entity or individual responsible for the quality of services and the operation of the rape crisis program.

(c) Rape crisis counselor means any person certified by an approved rape crisis program as having satisfied the training standards set forth in section 206 of the Public Health Law, and who is acting under the direction and supervision of an approved rape crisis program.

(d) Rape crisis program means any office, institution or center, which has been approved, pursuant to subdivision 15 of section 206 of the Public Health Law, to offer counseling and assistance to clients concerning sexual offenses, sexual abuse or incest.

(e) Training coordinator means the individual, designated by the governing authority who is responsible for overseeing the training and certification of rape crisis counselors.

Section 69-5.2 Eligibility for rape crisis program approval. To be eligible for approval:

(a) The program must provide services to alleviate the immediate and long term negative physical and emotional effects of sexual assault and abuse. Services shall be accessible, confidential, provided without coercion, and available to individuals regardless of age, gender, race, ethnicity, sexual orientation, disability status, or ability to pay. Nothing herein, however, shall prevent the operation of a program formed to meet the special needs of persons from a particular community or group, provided that the program gives the department a written assurance that it will not refuse to provide services to any person who seeks assistance from the program who is not a member of

the target community or group that the program serves. These services must include but need not be limited to:

- (1) twenty-four hour access to crisis intervention services including telephone hotline and phone counseling capabilities;
- (2) in-person individual or group counseling;
- (3) community prevention education programs;
- (4) training of professionals concerning sexual assault issues;
- (5) accompaniment of victims to medical facilities;
- (6) advocacy on behalf of victims within the criminal justice system; and
- (7) information and referral services, based on established relationships with human service providers, medical personnel, and law enforcement officials.

(b) The program must provide information to victims of sexual offenses, sexual abuse or incest that is designed to enable them to make informed decisions regarding medical and legal options and support services. Information must be provided regarding:

- (1) sexually transmitted diseases;
- (2) HIV/AIDS counseling and testing options;
- (3) post-coital contraception;
- (4) options regarding any pregnancy that may occur as a result of sexual assault or rape;
- (5) evidence collection policies and procedures;
- (6) civil and criminal court proceedings and availability of accompaniment and support throughout the legal process;
- (7) availability of crime victims' compensation benefits; and
- (8) availability of crisis intervention, telephone and in-person counseling services.

(c) Programs must have a written policy regarding client confidentiality and a protocol for obtaining an agreement signed by each counselor to adhere to that policy.

(d) Programs must be responsive to the cultural and language needs of the population served.

(e) The governing authority of the rape crisis program shall designate a training coordinator, whose training and/or experience is relevant to the services provided at the program and who shall have the authority and responsibility to oversee the training and certification of the program's rape crisis counselors.

(f) Programs must have a system in place to ensure that the minimum training standards set forth in this section are consistently met.

(g) The rape crisis program shall permit on-site program review by representatives of the Department of Health and, upon request, shall make available to such representatives any records and reports related to department approval of the rape crisis program.

(h) Nothing contained in this section shall prohibit a program, with approval of the Department of Health, from subcontracting for, or otherwise ensuring that the required services are available.

Section 69-5.3 Minimum training standards. Rape crisis counselors must have at least 40 hours of training, at least 30 hours of which must have been completed prior to certification and the remainder of which must be completed within one year from the date of certification. This training shall include, but need not be limited to, instruction in the following:

- (a) the dynamics of sexual offenses, sexual abuse and incest;
- (b) crisis intervention techniques;
- (c) client-counselor confidentiality requirements;
- (d) communication skills and intervention techniques;
- (e) an overview of the state criminal justice system;
- (f) an update and review of state laws on sexual offenses, sexual abuse and incest;
- (g) the availability of state and community resources for clients;
- (h) working with a diverse population;
- (i) an overview of child abuse and maltreatment identification and reporting responsibilities; and
- (j) information on the availability of medical and legal assistance for such clients.

Section 69-5.4 Application/reapplication for rape crisis program approval.

(a) Application for approval shall be made on forms provided by the department. Information required from the applicant shall include:

- (1) a description of services provided to victims of sexual offenses, sexual abuse or incest;
- (2) a description of the program's community prevention education, training of professionals and outreach services;
- (3) the program's curriculum for training rape crisis counselors, or confirmation of intent to use a curriculum approved by the department;
- (4) a description of the program's training program, referred to in section 69-5.3 above; and
- (5) a description of the program's procedures to evaluate and monitor program services, including the performance of rape crisis counselors.

Section 69-5.5 Granting of approval.

(a) Within forty-five (45) days of receipt of a complete application, the department shall issue to each rape crisis program that meets the requirements of this Subpart, approval to certify its rape crisis counselors for the confidentiality privilege.

(b) Approval obtained pursuant to subdivision (a) of this section shall continue for three years from the date of notification by the commissioner of approval of the application

submitted by the rape crisis program until receipt by the organization of written notice, from the commissioner, terminating approval of the program, whichever occurs first. The commissioner may extend approval of the program for additional three-year periods if the organization has complied with all requirements of this sections during the prior period of approval.

(c) If a program submits an application that does not meet the requirements of this Subpart, the department will provide the applicant with written comments regarding the required modifications needed to obtain approval.

Section 69-5.6 Certification of rape crisis counselors.

(a) Rape crisis programs shall certify that rape crisis counselors have met the training requirements set forth in section 69-5.3 of this Subpart and shall keep records regarding certified rape crisis counselors consisting of the following:

- (1) documentation of training received on the provision of services to victims of sexual offenses, sexual abuse or incest;
- (2) for rape crisis counselors with less than 40 hours of training, a plan for completing the training requirements within one year from the date of certification;
- (3) documentation of ongoing education and training;
- (4) an agreement signed by each counselor to adhere to the program's client confidentiality policy;
- (5) annual performance evaluation reports;
- (6) an attestation signed by the training coordinator that the rape crisis counselor meets the minimum training requirements for certification; and
- (7) an attestation signed by the training coordinator that the rape crisis counselor has completed the 40 hours of required training.

(b) The governing authority of each rape crisis program approved under this Subpart must provide the department with a list of its certified rape crisis counselors semi-annually, beginning thirty days from the date of department approval of the program.

Section 69-5.7 Technical assistance. The Department of Health shall provide technical assistance to approved rape crisis programs to implement training programs in accordance with the minimum standards set forth in this Subpart.

Section 69-5.8 Periodic review. For each approved rape crisis program, the Department of Health shall perform on-site visits, review records or reports related to the program, and/or observe the training of rape crisis counselors as necessary to ensure compliance with the requirements of this Subpart.

Attachment 3

Annual Attestation

Attestation

Component A Rape Crisis Centers (RCCs) July 1, 2010 – June 30, 2011

The Rape Crisis Applicant certifies that the program meets requirements established by the New York State Department of Health in Section 69-5 of Title 10 of the New York Code of Rules and Regulations (10NYCRR). The Rape Crisis Applicant certifies compliance with:

Compliance certified with:	YES	NO
The eligibility requirements for rape crisis confidentiality certification approval (69-5.2)		
The minimum training standards for rape crisis counselors (69-5.3)		
The rape crisis program confidentiality application requirements (69-5.4, 69-5.5)		
The certification requirements for rape crisis counselors (69-5.6)		
All rape crisis program confidentiality record keeping requirements (69-5).		

If the response is No to any of the above, the Applicant must submit a plan that details the steps taken to comply with this requirement.

Misrepresentation of any of the above statements may result in the termination of the contract, by giving the Contractor not less than 30 days written notice of termination. Prior to any termination taking effect, the Contractor may submit, within fifteen (15) days after notice of such violation, a written response to the Department, which the Department shall review before making a final determination concerning such termination. The Contractor waives any right to challenge its termination for non-compliance with the rape crisis counselor confidentiality requirements in an administrative hearing or pursuant to Article 78 of the Civil Practice Law and Rules or in any other action or proceeding.

Applicant Agency Name (Print)

Date

Signature of Authorized Representative

Authorized Representative (Print Name)

Attachment 4

Program Standards for Component A

ATTACHMENT 4

Service Standards for Rape Crisis Intervention Services

Administration - The coordination and oversight activities of program management.

Minimum Standards

General

1. Applicants who are awarded this grant **must have a rape crisis coordinator** to oversee rape crisis intervention services. The coordinator must be assigned no less than 50% of a FTE to the rape crisis program. This person must have sufficient authority in the organization to make programmatic decisions, supervise rape crisis program staff, and serve as the staff member responsible for responding to concerns expressed by other agencies or by the Department of Health. If applicant proposes to serve multiple counties a total of at least 1 FTE is required.
2. All new staff members, salaried and volunteer, shall receive an orientation to the program which includes the mission statement, role of rape crisis service providers in the community, individual job descriptions, personnel policies, confidentiality policy and training requirements.
3. All staff and volunteers must sign the program's confidentiality pledge. The signed pledge will be kept in the individual's personnel file.
4. All staff and volunteers shall receive regular supervision and shall have access to supervision when needed. Supervision shall include a written performance evaluation at least annually.
5. RCCs should strive to attain a staffing mix that is reflective of the ethnic and cultural makeup of the community they serve.
6. RCCs must have a policies and procedures manual that is specific to rape crisis services. This manual shall be accessible to all staff and volunteers and shall include:
 - a statement of purpose for your agency and, specifically, the rape crisis program;
 - the confidentiality policy and a copy of the confidentiality pledge which is signed by all staff and volunteers; and
 - personnel policies for all staff and volunteers which include:
 - a. recruitment/selection procedures for staff and volunteers including screening procedures and evaluation criteria;

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- b. job descriptions for all staff and volunteer positions which are updated annually;
 - c. the role of the advocate, the social worker and other licensed staff in counseling victims;
 - d. orientation and training requirements for all staff and volunteers and a plan for continuing staff development;
 - e. time recording procedures for staff and volunteers;
 - f. conditions of employment for staff and volunteers;
 - g. performance review procedures for staff and volunteers;
 - h. grievance procedures for staff and volunteers;
 - i. an organizational chart that shows lines of authority; and
 - j. a current list of all members of the board of directors,
- operational procedures such as:
 - a. travel policies;
 - b. purchasing policies;
 - c. handling of the beeper or pager; and
 - d. reporting suspected child abuse to the State Central Register,
 - procedures for core client services such as:
 - a. emergency hotline;
 - b. crisis intervention;
 - c. counseling;
 - d. accompaniment;
 - e. advocacy;
 - f. referral, and;
 - g. community education and outreach.

All policy statements and procedures must be approved by the Board of Directors or the oversight entity for the rape crisis program.

7. All client services and program activities must be properly documented.

Staff Training

1. Salaried staff involved in providing direct client services, community outreach and educational presentations or who supervise direct service staff **and** volunteers must have at least 40 hours of training, at least 30 hours of which must have been completed prior to service and the remainder of which must be completed within one year from the date of initial service. An additional 10 hours of training is required each year for both salaried staff and volunteers.
2. The training curriculum for salaried staff and volunteers shall include modules on rape trauma syndrome; rape myths and facts; the dynamics of sexual offenses, sexual abuse and incest; historical and socio-cultural aspects of sexual assault; child sexual assault and reporting procedures; crisis intervention principles and

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listening techniques; medical and law enforcement interventions; the judicial system, including criminal, civil and family courts; the psychological aspects of sexual assault; suicide prevention; sexually transmissible diseases, pregnancy, HIV/AIDS, risk awareness information; the needs issues of different cultural groups and overall sensitization to each culture's values; handling disclosure; referral methods and resources; and personal safety precautions.

3. RCCs will involve appropriate community members in training, i.e., District Attorneys, law enforcement representatives, medical professionals, and representatives of the different cultural groups in the community.
4. The training curriculum must include an evaluation/assessment component. An individual's comprehension and retention of training information shall be documented and may be ascertained through written tests, interviews with the trainer or observation while on call.
5. RCCs will have a written plan for providing regular professional training on current developments in the area of sexual assault for salaried staff.

Board of Directors

1. The membership of the board of directors shall be consistent with the by-laws of the organization. Membership should be diverse and reflective of the cultural groups within the community.
2. The board of directors should be provided with a formal orientation to program operations including the history of the program and current goals, information about the program's funding sources, board responsibilities, and copies of the organization's by-laws and personnel policies. The board should also receive copies of the operational policies and procedures specific to the rape crisis program.
3. The board of directors should establish a mechanism for communication between themselves and program staff.
4. All board members must sign the program's confidentiality pledge.
5. A specific rape crisis advisory committee should be established if the rape crisis program is part of a larger organization to provide input to the program and the board of directors. This committee should be comprised of community members and should be supportive of the mission and purpose of the program. All orientation, training, and confidentiality requirements for the board of directors would apply to advisory committee members.

24-Hour Crisis Telephone Hotline

A telephone service must be available 24 hours a day, year round, to survivors and to significant others in need of crisis intervention services, information and referral.

Minimum Standards

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1. The hotline will be a 24 hour, seven-day-a-week, private telephone line using a staffed (in-house) crisis telephone, an answering service (a call-back system), and/or a call forwarding system.
2. RCCs will have a system to ensure 24 hour coverage by a trained crisis worker to provide crisis intervention and follow-up services.
3. The service must be free of charge to callers within your service area.
4. The use of beepers or pagers in conjunction with a staffed crisis phone, an answering service, or a call-forwarding system is acceptable as long as a trained crisis worker is available to respond to the caller within 30 minutes. **The use of a telephone answering machine or an answering service to take only messages does not meet the minimum standard.**
5. If an answering service is used which takes messages (a call-back system), the program must provide the service with a 24-hour hotline coverage schedule. The program should offer an in-service training session to employees of the answering service to cover issues such as confidentiality, basic information on sexual assault, and basic services offered by the rape crisis program. In lieu of, or in addition to the training, program staff should provide the answering service personnel with printed materials covering these issues. The answering service must comply with the program's confidentiality policy.
6. RCCs should make every effort to provide language appropriate services to their clients. It is recommended that RCCs offer the TTY/TDD (Telecommunications Device for the Deaf) service. RCCs offering this service must properly advertise the number and identify when the service is available. Training should be made available to all persons staffing the hotline including answering service staff.
7. All calls must be logged in a call log book. Each entry must include time, date, name or other unique identifier of caller, purpose of call and recommended action by employee or volunteer.
8. The program manager shall review the entire crisis response system routinely to ensure that it is operating properly and effectively.

Accompaniment/Advocacy Services

Accompaniment

Accompaniment is a service which assures the presence of a trained crisis worker for a client at hospitals, law enforcement agencies, District Attorney's offices and courts.

Minimum Standards

1. Accompaniment will be available 24 hours a day, free of charge.
2. The client must be met within 60 minutes.
3. After a crisis accompaniment, usually to a hospital emergency department, follow-up services will be provided within a time period agreed upon by the counselor and the client.

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Advocacy

Advocacy is a service that provides intervention on behalf of a specific individual or on behalf of all survivors. Intervention may take the form of interactions with individuals, agencies, organizations, or groups that focus on promoting responses and services that address the needs and rights of survivors. RCCs **must** advocate for survivors of sexual assault.

Minimum Standards

1. The role of an Advocate who is providing services to an individual client is to:
 - a. Empower every client to make their own personal decisions.
 - b. Provide non-judgmental, sensitive support and information.
 - c. Explain to the client what the medical and legal proceedings will consist of and why procedures, tests, or exams are being requested.
 - d. Discuss the client's rights and options regarding medical and legal procedures.
 - e. Help the client to become more comfortable in interacting with medical, law enforcement, or court personnel.
 - f. Assist the client with accessing information regarding their case within the medical or legal proceedings.
2. Advocacy will be available to clients' free-of-charge.

Community Education, Professional Training and Outreach

Community Education - is the provision of literature and education about the issues of sexual assault to the community in which the program is located or serves. The amount of information may vary according to the audience.

Minimum Standards

1. RCCs must provide community education to meet the requirements of 10 NYCRR 69-5.
2. RCCs must have a written plan for educational activities. The plan must contain an outline/curriculum for each type of educational presentation as well as an evaluation
3. Evaluations may take the form of written sponsor or participant feedback; participant pre-test/post-test questionnaires; etc.
4. RCCs must document all educational activities, i.e., record requests for presentations, letters or contacts to potential audiences, number of presentations, number of participants, etc.

Professional training - is a formal training program or workshop designed for a professional group for the purpose of specialized instruction about sexual assault. Examples of professional groups include local hospitals, law enforcement agencies,

ATTACHMENT 4

District Attorneys, family court, probation departments, victim witness assistance social service providers, counseling services, or battered women's programs.

Minimum Standards

RCCs must provide professional trainings to meet the requirements of 69-5.

1. RCCs must have a written curriculum for professional training which must include an evaluation component
2. RCCs must document all professional training activities, i.e., record requests for presentations; letters or contacts to potential audiences; number of presentations, number of participants, etc.

Outreach – includes contact with agencies or officials for the purpose of providing information about the issues of sexual assault and which highlight the availability of services. Activities may be designed to target specially identified groups of individuals. **Unsolicited contact of individual victims is not considered outreach and is not acceptable.**

Minimum Standards

1. RCCs must actively promote the use of their services.
2. RCCs must make a concerted effort to identify underserved populations within their service area and implement outreach and educational programs specific and appropriate to those populations.

Referral

A service that provides additional resources to help a client resolve an unmet need, for example, the client may need a referral for emergency housing. This may occur in conjunction with your service or separately.

Minimum Standards

1. RCCs will respond with information and referrals to both clients and the general public.
2. Referrals must be given to clients free-of-charge. A referral may include:
 - a. Explaining what the service referred to can offer, why it may be helpful and how to obtain the service;
 - b. Making an appointment on a client's behalf;
 - c. Accompanying a client to an initial contact with the service; and
 - d. Doing follow-up with a client to ascertain whether the client received the service.

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3. RCCs will develop a comprehensive referral resource list. This list will be reviewed and updated annually. A referral resource list of individual professionals and agencies shall include:
 - a. Name, address, and phone number
 - b. Area of expertise/specialty
 - c. Geographic area served
 - d. Services offered/limitations to service
 - e. Eligibility requirements
 - f. Fees and method of payment
 - g. Method of referral required
 - h. Confidentiality procedures/ parental notification.

4. The referral list should include at least these resources in the rape crisis program's service area:

Law Enforcement Agencies	Department of Social Services
District Attorneys	Child Protective Services
Family Court	Hospitals or Emergency Services
Probation Departments	Battered Women's Program
Private Attorneys/Legal Aid Society	Child Advocacy Centers
Medical Care Providers	Victim Witness Assistance
HIV Testing Sites (Anonymous and Confidential)	
Drug and Alcohol Rehab. Services	STI Testing Sites
Emergency Housing	Family Planning Services
Transportation Services	Mental Health Care Providers
NYS Crime Victims Comp. Board	

5. Whenever possible, agreements of mutual cooperation and referral between agencies should be documented in a formal letter of understanding.

Counseling Services

Individual Counseling is supportive, individual communication and interaction which helps people make choices and act on those choices. Counseling focuses on the need to provide information which enables a client to make decisions and facilitates exploration of feelings that affect such decisions. Through the decision-making process, counseling can help people correct a situational problem, expand their skills, and restore a sense of well-being.

Minimum Standards

1. RCCs shall offer individual short term crisis counseling and follow-up free of charge.
2. The role of a Counselor is to:

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- a. Establish a rapport with the client;
 - b. Make every attempt to empower the client and facilitate decision-making;
 - c. Be non-judgmental of the client, and sensitive to their needs;
 - d. Offer emotional support, guidance, and assistance;
 - e. Offer factual information about sexual assault, and;
 - f. Enable client to identify problems and develop solutions.
3. Each client receiving counseling services should have an assessment of their needs documented in their charts. This assessment should include at a minimum: goals, expected outcomes and interventions for each counseling session. Each counseling session must be signed and dated by the staff person/volunteer seeing the client.
 4. RCCs must have a written contract for consultant services in place when using a private therapist for counseling purposes. Additionally, the consultant must maintain progress notes/reports on all clients for whom services are provided in accordance with professional standards.

Confidentiality Assurances

The confidentiality of communication between rape survivors and counselors is essential and should be available to all who seek services. New York State's Health Commissioner has statutory authority to grant approval to rape crisis providers for the rape crisis confidentiality privilege. Approved centers are able to certify appropriately trained counselors. RCCs must meet regulatory standards (Sub-part 69-5 to Part 69 of Title 10 (Health) of the New York State Official Compilation of Codes, Rules and Regulations (10NYCRR) (Attachment 2) to ensure the confidentiality of client communication and records.

Client Records

NYSDOH realizes the importance of client confidentiality in dealing with survivors of sexual assault. However, in order to maintain quality assurance of services provided and maintain continuity of care, certain standards must be followed.

Minimum Standards

1. RCCs must develop personalized goals, outcomes and interventions for each client and document these in the client's chart.
2. Each counseling session must be documented in the client's chart including; goals, outcomes and interventions.
3. RCCs must have policies that detail the type of counseling that non licensed advocates provide versus counseling that is provided by licensed personnel such as nurses and social workers. A distinction should be made regarding the amount of

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sessions a licensed versus non licensed staff member can provide and criteria for when a client is referred to a licensed professional. Licensed personnel must follow the standards of their profession when documenting in a client's chart.

4. Included in these policies should be a policy on record keeping. Records must be kept that allow for providing appropriate services and continuity of care as well as quality assurance of the services being provided.
5. Each session must be signed and dated by the staff or volunteer who provided the service.

Sample goals, outcomes and intervention are included here. RCCs are encouraged to develop client specific goals, outcomes and interventions.

Goal 1: Assess client and individual reaction to the trauma that has occurred.

Outcome: Client is able to deal appropriately with emotional reactions as evidenced by behavior and expression of feelings.

Interventions:

- Assist client in dealing with concerns about and effects of the incident, for example, court appearances, relationships with others, risk of disease, etc.
- Assess degree of dysfunctional coping and offer suggestions for coping.
- Discuss signs of increasing anxiety such as silence, stuttering or inability to sit still.
- Discuss development of phobic reactions to ordinary articles and ways to deal with them.

Goal 2: Assist client to better deal with the situation that exists.

Outcome: Client recognizes incident was not their fault and verbalizes a positive self-image.

Interventions:

- Assist with practical realities that exist such as temporary housing, financial or other needs.
- Establish a therapeutic relationship, conveying empathy and unconditional positive regard.
- Provide an environment in which the client can talk freely about feelings and fears.
- Identify supportive individuals and or agencies that are available to help client.
- Discuss acceptable ways of dealing with anger at perpetrator and or situation in general.

Goal 3: Assist client to identify feelings and begin to deal with problems.

Outcome: Client verbalizes feelings and positive ways of dealing with them.

Interventions:

- Encourage the client to acknowledge and to express feelings.

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- Identify with client things they have done in the past to deal with anxiety and or nervousness.
- Identify helpful resources including 24 hour crisis intervention for when anxiety is not under control.
- Provide accurate information about the situation that is causing the anxiety. Help the client to identify what is reality based.
- Allow the behavior to belong to the client do not respond personally.

Goal 4: Client is able to begin to return to work/school/family responsibilities

Outcome: Client appears relaxed and reports anxiety is at a manageable level.

Interventions:

- Assist client to learn precipitating factors that create anxiety and new methods of dealing with anxiety.
- Assist client in developing positive outlets for anxiety such as an exercise program.
- Review strategies for dealing with anxiety provoking situations, using role playing and visualization to practice anticipated results.
- Refer to licensed therapist or group counselor as needed.

Counselors and advocates should not include certain types of information in the chart that could in a court situation be used against the client. Information that should not be included in the record includes:

- No victim quotes - Victims quotes can be taken out of context, misquoted or be used to contradict statements the victim has made elsewhere
- Date, time and place of assault – The advocate or counselor should assist the victim in healing not conduct a factual investigation. Inaccuracies could later be used against the client.
- Psychiatric diagnosis or other labels – The goal of the rape crisis center is to assist the victim in dealing with specific trauma not to diagnose and provide long term counseling.
- Legal conclusions – The advocate or counselor should not attempt to conduct a factual investigation.

Attachment 5

Glossary of Terms

ATTACHMENT 5

Glossary of Terms

ACCOMPANIMENT SERVICE: A service that assures the presence of a trained crisis worker to assist and support the client, primarily at hospitals, law enforcement agencies, district attorney's offices and courts. Accompaniment service may also be provided for the client at other agencies, i.e., mental health services, travelers aid, etc.

ADMINISTRATION: The coordinative and oversight activities of project management.

ADVOCACY SERVICE: A service that provides intervention on behalf of a specific individual or on behalf of all survivors. Intervention may take the form of interaction with individuals, agencies, organizations, or groups that focus on promoting responses and services that address the needs and rights of survivors.

CLIENT: A survivor of sexual assault, or a significant other of a survivor who has contacted the rape crisis project and who has requested services.

COMMUNITY EDUCATION: Provision of literature and educational programs about the issue of sexual assault to the community in which the program is located or serves.

COMMUNITY MOBILIZATION: Community mobilization engages all sectors of the population in a community-wide effort to address a health, social, or environmental issue. It brings together policy makers and opinion leaders, local, state, and federal governments, professional groups, religious groups, businesses, and individual community members. Community mobilization empowers individuals and groups to take some kind of action to facilitate change.

COUNSELING: Communication and interaction, which helps people, make choices and act on those choices. Counseling focuses on the need to provide information which enables a client to make decisions, and facilitates exploration of feelings that affect such decisions. Through the decision making process, counseling can help people correct a situational problem, expand their skills, and restore a sense of well being and control.

CRISIS INTERVENTION SERVICE: Crisis intervention reduces the level of the traumatic after-effects of a sexual assault. Its focus is on the development of coping skills for response to and integration of the experience. Crisis intervention may take place immediately post-assault, or at any time after the assault occurs. The service can be provided by telephone or in person.

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 13.

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).

EVIDENCE-BASED CURRICULA: a program that is proven to be successful through research methodology and has produced consistently positive patterns of results.

FOLLOW-UP SERVICE: Supportive communication and interaction offered to a client in person or on the telephone following the initial crisis contact. The purpose of this follow-up is to assess the client's well being, and to facilitate the continuity of service. Follow-up services will be provided within a time period agreed upon by the counselor and client.

GOAL: A goal is a broad statement of what the program hopes to accomplish.

IN-KIND SUPPORT: In-kind support means goods, services, or staff funded by other than the grant funds provided that are used to support this program.

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

NETWORKING: Developing and maintaining cooperative relationships between the rape crisis project and identified community resource individuals and/or organizations who will assist in providing comprehensive services to clients.

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 is defined as 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 their profession.

RAPE CRISIS COUNSELOR/WORKER: An individual, paid or volunteer, who has successfully completed the training requirements defined in this document.

REFERRAL SERVICE: A service, which provides additional resources to help a client address an unmet need. This may be provided in conjunction with your service or separately.

SIGNIFICANT OTHERS: Any relative, friend, or associate of a survivor of sexual assault.

Attachment 6

Reported Rapes by County

2007 REPORTED RAPES BY COUNTY

County	2007 Reported Rapes
Albany	74
Allegany	10
Bronx	181
Broome	64
Cattaraugus	14
Cayuga	21
Chautaugua	50
Chemung	14
Chenango	18
Clinton	21
Columbia	11
Cortland	15
Delaware	13
Dutchess	42
Erie	264
Essex	11
Franklin	16
Fulton	21
Genesee	10
Greene	18
Hamilton	0
Herkimer	9
Jefferson	50
Kings	252
Lewis	39
Livingston	14
Madison	12
Monroe	180
Montgomery	6
Nassau	95
New York	202
Niagara	70
Oneida	38
Onondaga	114
Ontario	14
Orange	77
Orleans	10
Oswego	20
Otsego	15
Putnam	10
Queens	207
Rensselaer	38
Richmond	33
Rockland	29
Saint Lawrence	22
Saratoga	27
Schenectady	36
Schoharie	4
Schuyler	2
Seneca	6
Steuben	36
Suffolk	109
Sullivan	19
Tioga	4
Tompkins	18
Ulster	41
Warren	18
Washington	24
Wayne	30
Westchester	90
Wyoming	11
Yates	2

Attachment 7

Grant Application Checklist

ATTACHMENT 7

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
- _____ Work Plan Narrative and Proposed Program Activities
(including work plan sheets)
- _____ Budget and Staffing Plan
- _____ Program Evaluation
- _____ Vendor Responsibility
- _____ Attestation for Confidentiality Privilege (Component A only)

Attachment 8

Cover Sheet

ATTACHMENT 8
APPLICATION COVER SHEET
Rape Crisis and Sexual Violence Prevention Program
APPLICATION FOR GRANT AWARD
Direct Services to Victims of Rape and Sexual Assault (Component A) and
Community Based Primary Prevention Education _____
Centers of Excellence in Sexual Violence Prevention (Component B) _____

NAME AND ADDRESS OF APPLICANT ORGANIZATION/AGENCY	
ORGANIZATION/AGENCY:	
ADDRESS:	
Agency Director Name: Title:	Telephone: () E-mail Address:
Project Director Name: Title: Address: Telephone: () E-mail Address:	Fiscal Officer Name: Title: Address: Telephone: () E-mail Address:
Dates of Entire Proposed Project Period From July 1, 2010 Through June 30, 2015	Total Costs Requested for first 12-Month Budget Period (July 2010-June 2011) \$
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:	<i>Signature & Date:</i> _____
CERTIFICATION OF ACCEPTANCE I certify that the statements herein are true and complete to the best of my knowledge, an 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.	Official Signing for Application Organization Name: Title: Address: Telephone: ()

Attachment 9A

Workplan Work Sheets Component A

Attachment 9A - Component A Rape Crisis Center WORKPLAN Work Sheets
 Contract Year 2010 -2011
 Starting July 1, 2010 Ending June 30, 2011

Agency Name:	County:
Program Contact:	Title:
Phone Number:	Email:

I. SPECIFIC PROGRAM DELIVERABLES

Part 1 - Direct intervention services to victims of rape and sexual assault – complete the table below for each required component. Complete details on each required component should also be described in the work plan narrative. Do not remove any mandatory components from this form.

Part 1 Required Components	Measure	Estimated Number
24 hour crisis intervention including a 24 hour hotline	1. Number of hotline calls.	1.
	2. Number of hotline calls requiring crisis intervention.	2.
Short Term Counseling	1. Number of new clients receiving short term counseling.	1.
Accompaniment	1. Number of new clients receiving accompaniment services.	1.
Advocacy	1. Number of new clients receiving advocacy services.	1.
Community Education, Outreach and Professional Training (not primary prevention education but training that meets the requirements of NYCRR 69-5)	1. Number of community education events.	1.
	2. Number of outreach events.	2.
	3. Number of professional training events.	3.

Attachment 9A - Component A Rape Crisis Center WORKPLAN Work Sheets
 Contract Year 2010 -2011
 Starting July 1, 2010 Ending June 30, 2011

Information and Referral Services	<ol style="list-style-type: none"> 1. List of written materials given to those receiving services 2. List of organizations you have written referral agreements with. 	<ol style="list-style-type: none"> 1. 2.
Confidentiality Privilege	<ol style="list-style-type: none"> 1. Number of individuals you will train that meets the requirements of NYCRR 69-5. 	<ol style="list-style-type: none"> 1.
Community Support System	<ol style="list-style-type: none"> 1. List agencies that you work with on a regular basis in the resolution of rape cases. 	<ol style="list-style-type: none"> 1.

Part 2 – Primary Prevention Education/Community Mobilization

A. Describe the primary prevention education/community mobilization program you will be using.

B. Which two levels of the social-ecological model as described in Attachment 12 will you incorporate into your program?

C. Describe your efforts to apply the nine prevention principles as described in Attachment 5.

Attachment 9A - Component A Rape Crisis Center WORKPLAN Work Sheets
Contract Year 2010 -2011
Starting July 1, 2010 Ending June 30, 2011

D. Indicate whether you will provide primary prevention education and/or community mobilization and the methods used to accomplish the needs of your target population.

E. 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)

F. Provide a description of the issue you will be working on in your community and at least three goals that will help you work on this issue:

G. Complete the work plan tables for Goals 1-3 that you developed above.

- All objectives must be written following the SMART method, SMART stands for
 - Specific – Objectives should specify what they want to achieve.
 - Measurable – You should be able to measure whether you are meeting the objectives or not.
 - Achievable - Are the objectives you set, achievable and attainable?
 - Realistic – Can you realistically achieve the objectives with the resources you have?
 - Time – When do you want to achieve the set objectives?

Attachment 9A - Component A Rape Crisis Center WORKPLAN Work Sheets
Contract Year 2010 -2011
Starting July 1, 2010 Ending June 30, 2011

Enter Goal 1 here:

Goal 1:

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

Attachment 9A - Component A Rape Crisis Center WORKPLAN Work Sheets
Contract Year 2010 -2011
Starting July 1, 2010 Ending June 30, 2011

Goal 2

Enter Goal 2 here:

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

Attachment 9A - Component A Rape Crisis Center WORKPLAN Work Sheets
Contract Year 2010 -2011
Starting July 1, 2010 Ending June 30, 2011

Goal 3

Enter Goal 3 here

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

Attachment 9B

Workplan Work Sheets Component B

Attachment 9B
Component B Center for Excellence in the Primary Prevention of Sexual Violence
WORKPLAN Work Sheets
Contract Year 2010 - 2011
Starting July 1, 2010 Ending June 30, 2011

Agency Name: _____

Area Served: _____

Contact Person: _____

Title: _____

Phone Number: _____

Email: _____

Attachment 9B
Component B Center for Excellence in the Primary Prevention of Sexual Violence WORKPLAN Work Sheets
Contract Year 2010 - 2011
Starting July 1, 2010 Ending June 30, 2011

Goal 1:

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

Attachment 9B
Component B Center for Excellence in the Primary Prevention of Sexual Violence WORKPLAN Work Sheets
Contract Year 2010 - 2011
Starting July 1, 2010 Ending June 30, 2011

Goal 2:

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

Attachment 9B
Component B Center for Excellence in the Primary Prevention of Sexual Violence WORKPLAN Work Sheets
Contract Year 2010 - 2011
Starting July 1, 2010 Ending June 30, 2011

Goal 3:

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

Attachment 9B
Component B Center for Excellence in the Primary Prevention of Sexual Violence WORKPLAN Work Sheets
Contract Year 2010 - 2011
Starting July 1, 2010 Ending June 30, 2011

Goal 4:

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

Attachment 9B
Component B Center for Excellence in the Primary Prevention of Sexual Violence WORKPLAN Work Sheets
Contract Year 2010 - 2011
Starting July 1, 2010 Ending June 30, 2011

Goal 5:

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

Attachment 9B
Component B Center for Excellence in the Primary Prevention of Sexual Violence WORKPLAN Work Sheets
Contract Year 2010 - 2011
Starting July 1, 2010 Ending June 30, 2011

Goal 6:

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

Attachment 9B
Component B Center for Excellence in the Primary Prevention of Sexual Violence WORKPLAN Work Sheets
Contract Year 2010 - 2011
Starting July 1, 2010 Ending June 30, 2011

Goal 7:

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

Attachment 10A

Budget Instructions and Format

**Instructions for Completing
Operating Budget and Funding Request for COMPONENT A - Direct Services to Victims of Rape and Sexual
Assault and Primary Prevention Activities.**

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

Attachment 10A

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 & Appropriate
Audit Service	Legal	fringe (if supported by time and
Bonding	Maintenance & Repair	and distribution records)
Budgeting	Motor Pools	Personnel Administration
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.

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.

Client Travel (Component A Only)

Column 1 – List each item of expense separately (bus tokens, subway cards, cab fare, etc.)

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

Column 3 – Include description and justification for expense. Provide the number and cost per item to be purchased.

Travel – Out of State

Attachment 10A

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(cell phone, beeper and hotline service are allowable under Component A only), 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

Volunteer Training and Retention Expense

Component A Only

This expense category would include training or volunteers, recognition awards or events. List each expense separately.

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.

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. Programs must not charge clients for hotline, crisis intervention, and accompaniment and advocacy services.

TABLE A-1: PERSONAL SERVICES

With the exception of consultants and per diems (which should be shown as an Other than Personal 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)). Indicate with an asterisk (*) the staff person who is the rape crisis coordinator for each county (**Note: For applicants applying to serve one county the RC coordinator must be at least .5 FTE, for those applicants applying to serve multiple counties the FTE in all counties must equal at least 1 FTE**).

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).

***DO NOT include crisis service volunteers on Form A-1.** These volunteers should be represented in the space provided on **Table (A) Summary Budget**.

TABLE A-2: NONPERSONAL SERVICES (NPS)

Attachment 10A

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 1 – The nonpersonal service expense categories have already been filled in (i.e., Supplies and Materials, Travel, etc.). Do not insert additional NPS categories.

Column 2 – Carry forward from Form 3 the total amount for each category contained in the Total Expense column.

Columns 3 & 4 -- As with Table A-1, distribute Total Expense between NYS Funds and Other Sources. 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.

**COMPONENT A ONLY
GUIDELINES FOR DISTRIBUTION OF
FEDERAL RAPE PREVENTION AND EDUCATION (RPE) FUNDS**

Food, meals and membership costs are not an acceptable expense.

Personal Service Expenses:

Federal RPE funds may be applied to a personal service position up to the percent of effort the position contributes to the operation of a hotline

**GUIDELINES FOR DISTRIBUTION OF
FFY RAPE PREVENTION AND EDUCATION (RPE) FUNDS**

Please note Food and Meals are no longer an allowable use of RPE funds.

Personal Service:

Federal RPE funds may be applied to a personal service position up to the percent of effort the position contributes to primary prevention or hotline activities.

Other Than Personal Service (OTPS):

RPE funds may be distributed to individual OTPS expenses up to the percent of support applied to the above-mentioned objectives and activities.

Examples of acceptable OTPS expenses include: office supplies, primary prevention educational materials, telephone, hotline, postage for primary prevention mailings, data collection associated with primary prevention, local travel mileage to educational presentations, rent, utilities, audits, consultants hired for training purposes, equipment and equipment maintenance. Membership costs are not an acceptable expense.

**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT
FORM - 2
FRINGE BENEFITS**

Applicant Name: _____

Time Period: July 1, 2010 – June 30, 2011

FRINGE BENEFITS

Component	Rate
FICA	
Unemployment Insurance	
Health Insurance	
Retirement Benefits	
Worker's Compensation Insurance	
Disability Insurance	
TOTAL FRINGE BENEFIT RATE*	0.00%

*This amount must equal the percentage used in budget calculations unless positions have different fringe rates. If this is the case, use an average fringe benefit rate.

Use additional sheets if necessary

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

Applicant Name: _____

Time Period: July 1, 2010 – June 30, 2011

ITEM 1	TOTAL EXPENSE 2	DESCRIPTION OF EXPENSE 3
TRAVEL:		
<u>Local (within NYS)</u>		
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		
<u>STAFF TRAVEL</u>		
<u>CLIENT TRAVEL Component A only</u> (i.e. bus tokens, subway cards, cab fare)		
<u>Out-of-State Travel:</u>		
Demonstrate how costs were calculated for transportation, lodging and per diem expenses. Provide position description of traveler(s)/destination(s)/dates/purpose of travel, and how travel relates to deliverables . Prior approval is required for Out-of-State travel.		

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

Applicant Name: _____

Time Period: July 1, 2010 – June 30, 2011

ITEM 1	TOTAL EXPENSE 2	DESCRIPTION OF EXPENSE 3
Consultants/Per Diem/Contractual Services: For each consultant provide the name and type of service.		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: (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 Work Pages
TABLE A
OPERATING BUDGET AND FUNDING REQUEST

Time Period: July 1, 2010 – June 30, 2011

SUMMARY BUDGET I 1	Total Expense 2	Amount Requested from NYS 3	Amount from Other Source of Funds	Specify Source of Other Funds 5
Personal Services				
Salaries				
Fringe Benefits				
Total Personal Services	\$0	\$0	\$0	
Nonpersonal Services				
Supplies and Materials				
Travel				
Consultant/Per Diem/Contractual				
Equipment				
Communications				
Volunteer Training and Retention Component A only				
Operating Expenses				
Other				
Total Nonpersonal Services	\$0	\$0	\$0	
GRAND TOTAL	\$0	\$0	\$0	

**TABLE A-1
OPERATING BUDGET AND FUNDING REQUEST**

Applicant Name: _____

Time Period: July 1, 2010 – June 30, 2011

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		
<u>0.00%</u>							
Total Personal Services				\$0	\$0		

Page ____ of ____

** If more than one fringe benefit is used, use one average fringe rate for the calculation on this form.

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: Rape Prevention Education (RPE) #93.136

Budget Work Pages
TABLE A-2
OPERATING BUDGET AND FUNDING REQUEST

Applicant Name: _____

Time Period: July 1, 2010 – June 30, 2011

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		
Volunteer Training and Retention Component A only		\$0		
Operating Expenses		\$0		
Other		\$0		
Total Nonpersonal Services	\$0	\$0	\$0	

RAPE CRISIS CENTER
 Budget Work Pages
TABLE A-3

Rape Prevention and Education (RPE) Funds RPE funds may be used to support the operation of hotlines and for primary prevention. Up to 25% may be used to support your hotline. Please provide details in the sections below.

Applicant Name: _____

Time Period: July 1, 2010 – June 30, 2011

PERSONAL SERVICES		HOTLINE ACTIVITIES ONLY		RPE Funds	Following the guidelines on the enclosed Attachment 1 - RPE Guidelines
Title & Incumbent Name	Annual Salary	State Funds			
Fringe Benefit Rate %					
SUBTOTAL PS RPE FUNDS				\$0	
NONPERSONAL SERVICE (NPS)		State Funds		RPE Funds	Provide a narrative description/justification for the expenses relating to the hotline being supported by RPE funds.
SUBTOTAL NPS RPE FUNDS				\$0	
Subtotal Hotline expenses -- RPE FUNDS				\$0	Amount for hotline expenses must not exceed 25% of your total RPE AWARD

PERSONAL SERVICES		PRIMARY PREVENTION ACTIVITIES ONLY			Following the guidelines on the enclosed Attachment 1 - RPE Guidelines
Title & Incumbent Name	Annual Salary	State Funds	RPE Funds		For each position RELATED TO PRIMARY PREVENTION ACTIVITIES supported by RPE funds provide a description of the position as it relates to the PRIMARY PREVENTION activity.
Fringe Benefit Rate %					
SUBTOTAL PS RPE FUNDS				\$0	
NONPERSONAL SERVICE (NPS)		State Funds	RPE Funds		Provide a narrative description/justification for the expenses relating to the primary prevention being supported by RPE funds.
SUBTOTAL NPS RPE FUNDS				\$0	
GRAND TOTAL -- RPE FUNDS				\$0	Total amount cannot exceed your of total RPE AWARD.

Budget Work Pages
Detail of Applicant Funds Supporting Initiative
Applicant Name: _____

Time Period: July 1, 2010 – June 30, 2011

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	0

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

Attachment 10B

Budget Instructions and Format

Instructions for Completing

Operating Budget and Funding Request COMPONENT B -The NYS funding supporting Component B is comprised of 31% State funds and 69% federal CDC Rape Prevention and Education (RPE) funds. RPE funds must be used to support primary prevention activities as outlined 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

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Bonding	Maintenance & Repair	and distribution records)
Budgeting	Motor Pools	Personnel Administration
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.)

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Local Staff Travel

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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.

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

Attachment 10B

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

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Consultants/Per Diems/Contractual Services

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

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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(cell phone, beeper and hotline service are allowable under Component A only), 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. Programs must not charge clients for hotline, crisis intervention, and accompaniment and advocacy services.

TABLE A-1: PERSONAL SERVICES

With the exception of consultants and per diems (which should be shown as an Other than Personal 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)). Indicate with an asterisk (*) the staff person who is the rape crisis coordinator for each county (**Note: For applicants applying to serve one county the RC coordinator must be at least .5 FTE, for those applicants applying to serve multiple counties the FTE in all counties must equal at least 1 FTE**).

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 subtotal 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)

Attachment 10B

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 1 – The nonpersonal service expense categories have already been filled in (i.e., Supplies and Materials, Travel, etc.). Do not insert additional NPS categories.

Column 2 – Carry forward from Form 3 the total amount for each category contained in the Total Expense column.

Columns 3 & 4 -- As with Table A-1, distribute Total Expense between NYS Funds and Other Sources. 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.

**COMPONENT B ONLY
GUIDELINES FOR DISTRIBUTION OF
FEDERAL RAPE PREVENTION AND EDUCATION (RPE) FUNDS**

Food, meals and membership costs are not an acceptable expense.

Personal Service Expenses:

Federal RPE funds may be applied to a personal service position up to the percent of effort the position contributes to the operation of a hotline

Please note Food and Meals are no longer an allowable use of RPE funds.

Personal Service:

Federal RPE funds may be applied to a personal service position up to the percent of effort the position contributes to primary prevention activities as outlined in the RFA.

Other Than Personal Service (OTPS):

RPE funds may be distributed to individual OTPS expenses up to the percent of support applied to the above-mentioned objectives and activities.

Examples of acceptable OTPS expenses include: office supplies, primary prevention educational materials, telephone, postage for primary prevention mailings, local travel, rent, utilities, audits, consultants hired for training purposes, equipment and equipment maintenance. Membership costs are not an acceptable expense.

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

Applicant Name: _____

Time Period: July 1, 2010 – June 30, 2011

ITEM 1	TOTAL EXPENSE 2	DESCRIPTION OF EXPENSE 3
Consultants/Per Diem/Contractual Services: For each consultant provide the name and type of service.		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: (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 Work Pages
TABLE A
OPERATING BUDGET AND FUNDING REQUEST

Time Period: July 1, 2010 – June 30, 2011

SUMMARY BUDGET I 1	Total Expense 2	Amount Requested from NYS 3	Amount from Other Source of Funds	Specify Source of Other Funds 5
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	

**TABLE A-1
OPERATING BUDGET AND FUNDING REQUEST**

Applicant Name: _____

Time Period: July 1, 2010 – June 30, 2011

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		

Page ____ of ____

** If more than one fringe benefit is used, use one average fringe rate for the calculation on this form.

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: Rape Prevention Education (RPE) #93.136

Budget Work Pages
TABLE A-2
OPERATING BUDGET AND FUNDING REQUEST

Applicant Name: _____

Time Period: July 1, 2010 – June 30, 2011

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	

CENTER OF EXCELLENCE
 Budget Work Pages
TABLE A-3
Rape Prevention and Education (RPE) Funds

Applicant Name: _____
Time Period: July 1, 2010 – June 30, 2011

PERSONAL SERVICES				Following the guidelines on the enclosed Attachment 1 - RPE Guidelines
Title & Incumbent Name	Annual Salary	State Funds	RPE Funds	For each position supported by RPE funds provide a description of the position as it related to primary prevention activities and identify which activity is being supported by the position.
Fringe Benefit Rate %				
SUBTOTAL PS RPE FUNDS			\$0	
NONPERSONAL SERVICE (NPS)		State Funds	RPE Funds	Provide a narrative description/justification for the expenses being supported by RPE funds.
SUBTOTAL NPS RPE FUNDS			\$0	
GRAND TOTAL -- RPE FUNDS			\$0	Amount must equal 69% of Total Amount Requested from NYS

Budget Work Pages
Detail of Applicant Funds Supporting Initiative
Applicant Name: _____

Time Period: July 1, 2010 – June 30, 2011

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	0

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

Attachment 11

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 12

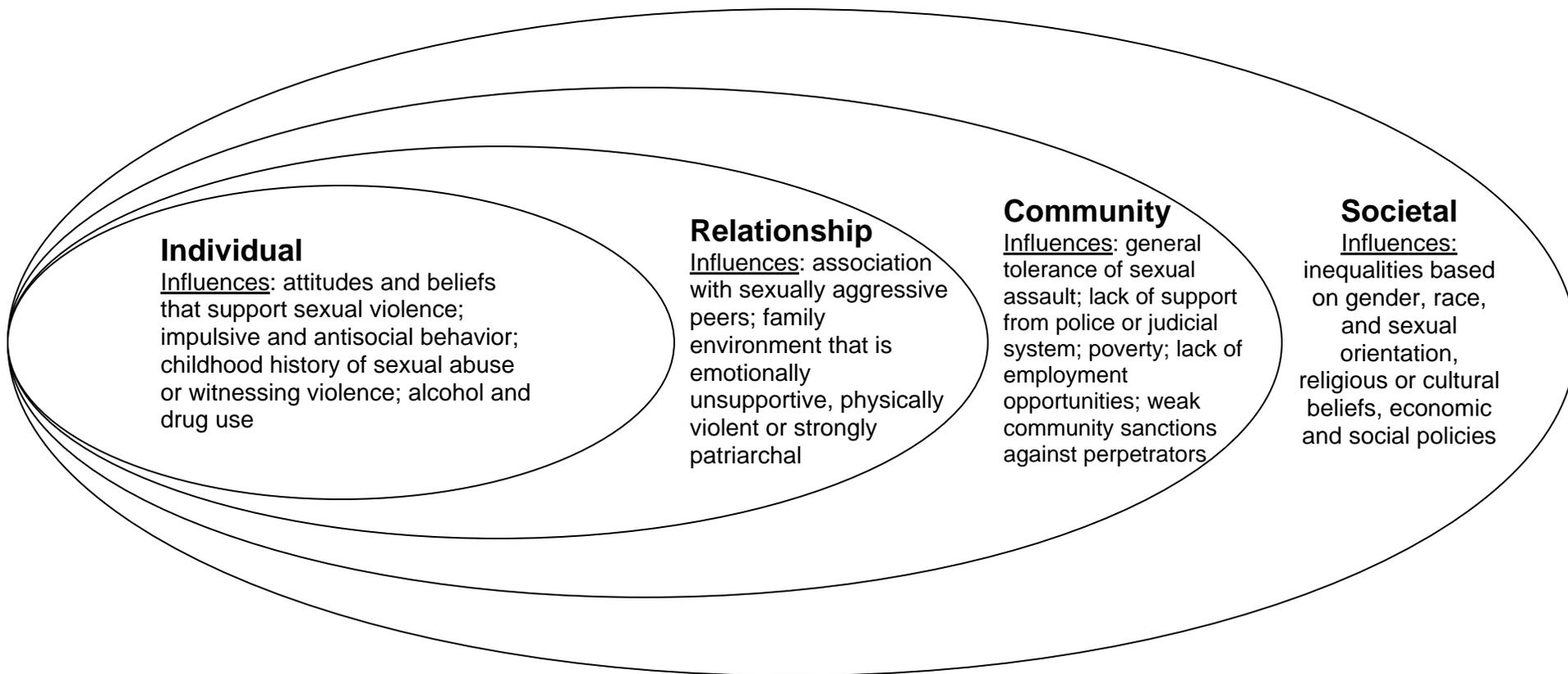
Social Ecological Model

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 13

Letter of Interest

Attachment 13
Letter of Interest and Conference Registration

Deborah Joralemon
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 Rape Crisis Program:

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:

_____ Direct Services and Community Based Primary Prevention (Component A)

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

_____ **We intend to participate in the non-mandatory bidder's conference call** scheduled for February 10, 2010 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 14

Vendor Responsibility and Attestation

Attachment 14

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: _____

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

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 filed	Status

I. BUSINESS CHARACTERISTICS	
1.0 Business Entity Type – Please check appropriate box and provide additional information:	
a) <input type="checkbox"/> Corporation (including PC)	Date of Incorporation
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized
c) <input type="checkbox"/> Limited Liability Partnership	Date of Registration
d) <input type="checkbox"/> Limited Partnership	Date Established
e) <input type="checkbox"/> General Partnership	Date Established County (if formed in
f) <input type="checkbox"/> Sole Proprietor	How many years in business?
g) <input type="checkbox"/> Other	Date Established
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 States 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 Partnership.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
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 comprising the Joint Venture.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

I. BUSINESS CHARACTERISTICS

1.5 Does the Business Entity have an active Charities Registration Number?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter Number: _____ If Exempt/Explain: _____ If an application is pending, enter date of application: _____ Attach a copy of the application		
1.6 Does the Business Entity have a DUNS Number?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter DUNS Number _____		
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
If 'No', does the Business Entity maintain an 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"/> Rented Landlord Name (if 'rented') _____ <input type="checkbox"/> Other Provide explanation (if 'other') _____		
Is space shared with another Business Entity?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of other Business Entity _____		
Address _____		
City _____ State _____ Zip Code _____ Country _____		
1.9 Is the Business Entity a Minority Community Based Organization (MCBO)?		<input type="checkbox"/> Yes <input type="checkbox"/> No
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 necessary.		
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	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

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, Contract End Date, and the Contract Description.	<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"/> No
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 entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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"/> No
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

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

VII. LEGAL PROCEEDINGS	
Within the past five (5) years, has the Business Entity or any Affiliate	
7.3 had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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 environmental laws?	<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, proposals, contracts or supporting documentation with New York State been subject to	
8.0 a sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
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 <input type="checkbox"/> N/A
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 to truthfulness?	<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 documents or false sworn statements, perjury or larceny?	<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.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

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 entity on any contract?	<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
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.	
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?	<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, 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.	
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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.	
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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.	
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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.	
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 If "Yes", did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <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.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

X. FREEDOM OF INFORMATION LAW (FOIL)	
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.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate the question number(s) and explain the basis for your claim.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

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