

RFP # BWIAH – 2022-01

HEALTH RESEARCH, INC.

New York State (NYS) Department of Health (DOH)

Center for Community Health (CCH)

Division of Family Health (DFH)

Bureau of Women, Infant, and Adolescent Health (BWIAH)

Rape Prevention and Education (RPE) Program

Request for Proposals

NYS RPE Program Health Equity Capacity Assessment

KEY DATES

RFP Release Date:	August 5, 2022
Questions Due:	August 15, 2022
RFP Updates Posted:	August 19, 2022
Proposals Due:	September 5, 2022
Announcement of Successful Proposer:	September 29, 2022

Contact Name & Email:

Bernadette Dolen, MPH

Director of the Sexual Violence Prevention Unit

New York State Department of Health, Bureau of Women, Infant and Adolescent Health

Empire State Plaza, Corning Tower Rm. 821, Albany, NY 12237

rcprpt@health.ny.gov

Table of Contents

I.	Introduction	3
	Description of Program Background/Intent Problem/Issue needing resolution	
II.	Who May Apply	5
	Minimum Eligibility Requirements Preferred Eligibility Requirements	
III.	Project Narrative/Work Plan Outcomes	5
	Expectations of Project Problems/Issues to be solved through this RFP	
IV.	Administrative Requirements	7
	A. Issuing Agency B. Question and Answer Phase C. Bidder Conference D. How to File a Proposal E. HRI/Department's Reserved Rights F. Term of Contract G. Payment Methods and Reporting Requirements of Grant Awardees H. General Specifications I. HRI Boilerplate Agreement	
V.	Completing the Proposal	16
	A. Proposal Content B. Proposal Format C. Review Process	
VI.	Attachments	
	Attachment 1: Proposal Template Attachment 2: Budget Template Attachment 3: Workplan Template	

I. Introduction

A. Description of the Funding Announcement

Health Research, Incorporated (HRI) and the New York State Department of Health (NYSDOH), Bureau of Women, Infant, and Adolescent Health (BWIAH) announce the availability of funds up to \$128,444.00 to support the Centers for Disease Control and Prevention (CDC), Rape Prevention and Education (RPE) Program (CDC-RFA-CE19-1902). Funds will be awarded to one organization or consultant. The grant will be completed within two fiscal cycles from December 1, 2022 to January 31, 2023 (2 months), and from February 1, 2023 to June 30, 2023 (5 months).

The purpose of this funding announcement is to strengthen the RPE Program's ability to understand and address inequities that may create disproportionate burdens on entities charged with addressing sexual violence, and which may inform implementation of primary prevention strategies that incorporate social determinants of health to advance health equity.

The organization or consultant will conduct a health equity capacity assessment to determine current capacity to enhance and expand health equity work. The assessment should reflect current internal capacity to meet the current and future program needs related to advancing health equity; data availability, use of available data, and additional data needs to advance health equity; and current capacity to provide training and technical assistance on health equity and opportunities for improvement. Finally, the organization or consultant will provide training to the NYSDOH on advancing health equity within sexual violence prevention.

B. Background on Sexual Violence and the RPE Program

Sexual violence (SV) is a spectrum of behavior that can include harassment, nonconsensual image sharing, assault, or unwanted contact. SV impacts every community and affects people of all identities. More than one in three women and one in four men have experienced some form of contact SV in their lives (CDC, 2022). Data shows that individuals aged 12-34 are at highest risk for experiencing SV. In addition to age, data shows that individuals who identify on the LGBTQIA+ spectrum experience higher levels of violence. For example, 37% of men who identified as bi-sexual experienced rape, physical violence, or stalking by an intimate partner, compared to 29% of men who identified as heterosexual (NSVRC, 2021). While research on SV is limited, existing data has demonstrated a higher burden of SV for people who have been oppressed, including people who are transgender and people of color.

SV is a significant public health problem affecting the lives of millions of people in the United States. SV can lead to serious short- and long-term health consequences including physical injury, poor mental health and chronic physical health problems which contribute to a substantial public health burden and may not be experienced equally in all communities (Smith et al., 2018). These poor health outcomes are often exacerbated by systemic inequities that create disproportionate SV burdens in some communities and highlight the need to address social determinants of health. Due to the range of negative health outcomes associated with SV, preventing violence is an important factor in achieving health equity.

The CDC RPE Program aims to reduce the risk factors and increase the protective factors associated with SV perpetration and victimization, with the eventual goal of reducing SV victimization rates statewide. In New York State (NYS), the RPE Program consists of six Regional Centers for Sexual Violence Prevention (Regional Centers). The Regional Centers are funded to implement evidence-

based/informed primary prevention strategies in 17 counties in NYS that had the highest average number of reported forcible rapes over a five-year period. Each Regional Center is required to work within at least one of four different focus areas: Healthy Nightlife; Healthy Schools; Healthy Sports; or Healthy Neighborhoods. Currently, most regional centers are implementing Healthy Nightlife or Healthy Schools.

Healthy Nightlife Community Initiative:

Studies have shown a significant link between increased SV and alcohol consumption for both perpetrators and victims of SV. As a result, training bar proprietors and their staff on what is SV, how to observe and assess situations for signs of SV, bystander intervention skills building, policy change assistance and environmental assessments are all components of a comprehensive approach addressing all levels of the social ecological model. Currently, 5 Regional Centers are utilizing the Safer Bars Curriculum or the OutSmart New York City curriculum. The Regional Centers implement all components of the curriculum in addition to community level approaches such as environmental assessments and policy scans.

Healthy School Community Initiative:

Studies have shown a significant link between school connection and the reduction of SV. School-based interventions for adolescents have shown emerging evidence of effectiveness in “improving gender-equitable attitudes and increasing self-reported likelihood to intervene in situations of bullying and partner violence” (Lundgren & Amin, 2015). Currently, the Regional Centers have been implementing bystander intervention curricula, such as Bringing in the Bystander; other programs include Shifting Boundaries, Girl’s Circle and Council for Boys and Young Men, and Mentors in Violence Prevention. In addition to implementing primarily individual or relationship level curriculum, the Healthy School’s initiative aims to address policy and environmental factors.

Finally, the Regional Centers are partnering with Soteria Solutions, Inc. to implement the *Know Your Power* campaign in their schools. *Know Your Power* is an image-based, pro-social social marketing campaign for high school students with realistic scenarios that highlight the important role of community members in ending sexual and interpersonal violence and harassment. Multiple marketing images teach students to effectively step in and speak up as a bystander.

Training and Technical Assistance:

To support the Regional Centers, training, and technical assistance (TTA) is provided by Cicatelli Associates, Inc. (CAI). CAI is an expert in applying evidence-based strategies that strengthen the capacity of organizations and their teams to improve health and well-being of oppressed communities. The Statewide Center for Sexual Violence Prevention (Statewide Center) at CAI helps the New York State Department of Health, Regional Centers, and key community partners build capacity and skills to develop, deliver, and evaluate programs that prevent SV. CAI does this by providing training, technical assistance, resources, and expertise. More information can be found here: <https://caiglobal.org/projects/new-york-state-center-for-sexual-violence-prevention-svp-training-and-technical-assistance/>

New York State RPE Program Partners:

Region 1 (Long Island): Lead Agency: The Retreat, Inc. Partner: Long Island Against Domestic Violence, The Safe Center LI	Region 4 (Capital Region): Lead Agency: Albany County Crime Victim and Sexual Violence Center Partners: YWCA of Mohawk Valley,
---	--

	Planned Parenthood of Greater New York
Region 2 (NYC): Lead Agency: NYC Alliance Against Sexual Assault Partners: New York Hospitality Alliance, Hour Children, Kingsbridge Heights Community Center	Region 5 (Central New York) Lead Agency: Vera House Partner: Crime Victims Assistance Center, Inc.
Region 3 (Hudson Valley): Lead Agency: Family Services, Inc. Partners: Mental Health Association in Orange County, Westchester Community Opportunity Program, Inc.	Region 6 (Western New York): Lead Agency: Crisis Services, Inc. Partners: Planned Parenthood of Central and Western New York
Training and Technical Assistance Provider (Statewide): Cicatelli Associates Inc	

II. Who May Apply

Applications will be accepted from public or private organizations, not-for-profit health and human service organizations, and consultants or consulting firms.

Preference will be given to Minority and Women Owned Business Enterprises.

III. Project Narrative/ Work Plan Outcomes

Health Research Inc. (HRI) will enter into two contract cycles from December 1, 2022 to January 31, 2023 (2 months), and from February 1, 2023 to June 30, 2023 (5 months) with an organization or consultant to conduct a health equity capacity assessment of the Rape Prevention and Education (RPE) Program. The purpose of the assessment is to determine current capacity to enhance and expand health equity work, and to provide training and technical assistance on health equity to the NYSDOH. The assessment may include focus groups, surveys, and/or interviews of the RPE Program staff within HRI and with program partners at the Regional Centers or the Statewide Center for TTA. The health equity capacity assessment may also include an audit of RPE program materials including the State Action Plan, the Evaluation Plan, and the previous Request for Applications. Finally, the assessment may include a review of current data availability and use of available data.

The applicant must complete an analysis of the findings and submit a final report that includes the background, methods, findings, and recommendations for advancing health equity. Recommendations may include additional data needs to advance health equity in sexual violence prevention; definitions for advancing health equity within the RPE Program; and an action plan for improving health equity within the RPE program. Finally, the applicant will develop and deliver a training on advancing health equity to staff within the Bureau of Women, Infant, and Adolescent Health.

The applicant will meet with a designated HRI RPE Program Manager monthly once the contract has been executed. The applicant will keep the Program Manager apprised of any successes or challenges in completing the deliverables described below. The applicant will work with the Program Manager to achieve the deliverables below within a timely manner. The proposal may end prior to June 30, 2023.

The applicant should be able to demonstrate previous professional experience in, or a comprehensive understanding of, the following areas:

- Health equity, anti-racism, or social justice.
- New York State Department of Health or another governmental entity.
- Public health principals or sexual violence prevention or response.
- Qualitative data analysis, program evaluation, and data-driven decision making.
- Training development and execution.

Deliverables Table:
<p>Health equity capacity assessment final report including background, methods, findings, and recommendations.</p> <ul style="list-style-type: none"> • Survey questionnaire and analysis • Interview guide and analysis • Focus group guide and analysis
<p>Equity audit and review of data and availability and use of available data.</p> <ul style="list-style-type: none"> • Summary of available data • Document/data audit form and analysis
<p>Final report overview with RPE Program staff.</p> <ul style="list-style-type: none"> • Summary of findings • Final report on health equity capacity
<p>Development of RPE Program health equity action plan, including program definitions.</p> <ul style="list-style-type: none"> • Action plan
<p>Identify programs within the BWIAH.</p> <ul style="list-style-type: none"> • List of programs and outcomes
<p>In-person training on advancing health equity for BWIAH staff.</p> <ul style="list-style-type: none"> • Evaluation of training

IV. Administrative Requirements

A. Issuing Agency

This RFP is issued by the NYS Department of Health (NYSDOH), Center for Community Health, Division of Family Health, Bureau of Women, Infant, and Adolescent Health, Rape Prevention and Education Program and Health Research, Inc. (HRI) with funding provided by the Center for Disease Control and Prevention (CDC-RFA-CE19-1902). HRI/NYSDOH are responsible for the requirements specified herein and for the evaluation of all proposals.

B. Question and Answer Phase:

All substantive and technical questions must be submitted electronically to:
rcprpt@health.ny.gov

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

Prospective bidders 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 a proposal.

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

Submission of a letter of interest is not a requirement for submitting a proposal.

C. Bidder Conference

A Bidder Conference will not be held for this project.

D. How to file a proposal

Proposals must be **received** electronically by **September 5, 2022 at 5:00 pm**. Late proposals will not be accepted. Proposals must be submitted to: rcprpt@health.ny.gov

Bidders shall submit a signed proposal utilizing the template provided. Proposal packages should be clearly labeled with the name and number of the RFP as listed on the cover of this RFP document. **Proposals will not be accepted via fax or mail.**

It is the bidder's responsibility to see that proposals are delivered to the email above prior to the date and time specified above. Late proposals due to documentable delay by the carrier may be considered at HRI's discretion.

E. THE DEPARTMENT OF HEALTH & HRI RESERVE THE RIGHT TO

1. Reject any or all proposals received in response to this RFP.
2. Withdraw the RFP at any time, at HRI's sole discretion.
3. Make an award under the RFP in whole or in part.
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP.
5. Seek clarifications and revisions of proposals.
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP.
7. Prior to application opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to proposal opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFP.
12. Utilize any and all ideas submitted with the proposals received.
13. Unless otherwise specified in the RFP, every offer is firm and not revocable for a period of 60 days from the bid opening.
14. Waive or modify minor irregularities in proposals received after prior notification to the bidder.
15. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete

understanding of an offeror's proposal and/or to determine an offeror's compliance with the requirements of the RFP.

16. Negotiate with successful bidders within the scope of the RFP in the best interests of HRI.
17. Conduct contract negotiations with the next responsible bidder, should HRI be unsuccessful in negotiating with the selected bidder.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all bidders.
19. Award contracts based on geographic or regional considerations to serve the best interests of HRI.

F. Term of Contract

Any contract resulting from this RFP will be effective only upon approval by Health Research, Inc. and available funding from the Center for Disease Control and Prevention.

It is expected that contracts resulting from this RFP will have the following time period: The grant will be completed within two fiscal cycles from December 1, 2022 to January 31, 2023 (2 months), and from February 1, 2023 to June 30, 2023 (5 months). Renewals are dependent upon satisfactory performance and continued funding.

G. Payment & Reporting Requirements

1. The contractor shall submit invoices on completion of deliverables and required reports to the Rape Prevention and Education (RPE) Program fiscal and contract manager.
2. The contractor shall submit the following periodic reports: An update report is due by January 31, 2023 and a final report with an action plan is due by June 30, 2023.

All payment and reporting requirements will be detailed in Exhibit A of the final contract.

H. General Specifications

1. By signing the "Proposal Form" each bidder attests to its express authority to sign on behalf of the bidder.
2. Contractor will possess, at no cost to HRI or the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of a proposal indicates the bidder's acceptance of all conditions and terms contained in this RFP, including the terms and conditions of the contract. Any exceptions allowed by HRI during the Question-and-Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the proposal.
4. A bidder may be disqualified from receiving awards if such bidder 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 the performance of any public contract.

5. Provisions Upon Default

- a. The services to be performed by the Bidder shall be at all times subject to the direction and control of HRI as to all matters arising in connection with or relating to the contract resulting from this RFP.
- b. In the event that the Bidder, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFP, HRI shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Bidder.

6. Bidder must maintain an active registration in the System for Award Management (SAM) at SAM.gov, have no exclusions or delinquent federal debt.

I. HRI Boilerplate Agreement

Selected contractor will be expected to sign the below Agreement.

THIS AGREEMENT, made as of «Start_Date» (the "Effective Date"), by and between **HEALTH RESEARCH, INC.**, a not for profit corporation organized and existing under the laws of the State of New York, with principal offices located at Riverview Center, 150 Broadway, Ste. 560, Menands, NY 12204, hereinafter referred to as **HRI**, and «CONSULTANT_NAME», located at «Address_One», «Address_Two»«City», «STATE», «Zip», herein after referred to as the **CONSULTANT**.

WITNESSETH

WHEREAS, HRI has been awarded a grant from «Sponsor_Name» for the conduct of a project entitled "«Project_Title»"; and,

WHEREAS, funding for the project, in whole or in part, is provided under a federal government grant or contract; and,

WHEREAS, HRI desires the Consultant's performance of certain services for HRI in connection with such project; and,

WHEREAS, Consultant has represented to HRI that "he/she/it" is competent, willing, and able to perform such services for HRI.

NOW THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, it is mutually agreed by and between the respective parties as follows:

1. Consultant agrees to perform, as an independent contractor and not as an employee or agent of HRI, all the services set forth in Exhibit "A", appended hereto and made a part hereof, to the satisfaction of HRI's Principal Investigator, «PI_Name».
2. The Agreement shall be effective and allowable costs may be incurred by the Consultant from the Effective Date and shall continue until «End_Date» (the "Term") unless terminated sooner as hereinafter provided or extended by written agreement of the parties.
3. In full and complete consideration of Consultant's performance hereunder, HRI agrees to compensate Consultant pursuant to the breakdown in Exhibit "A" attached. Final invoices are due within 60 days of the termination date of this Agreement. Requests received after this 60-day period may not be honored. Any reimbursement payable hereunder by HRI to the Consultant shall be subject to retroactive reductions and/or repayment for amounts included therein which are identified by HRI, on the basis of any review or audit, to not constitute an allowable cost or charge hereunder.

4. The Scope of Work and Budget in Exhibit "A" may be modified as conditions warrant by mutual agreement between HRI and Consultant, and confirmed in writing. In no event shall the total consideration under this Agreement exceed Total Contract Amount Typed Out Dollars (\$«Total_Contract_Amt_In_Numbers»).
5. Consultant acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials, (collectively "Works") made, produced or delivered by Consultant in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire". Consultant will assign, and hereby assigns and transfers, to HRI all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. Consultant further agrees that "he/she/it" shall not claim or assert any proprietary interest in any of the data or materials required to be produced or delivered by Consultant in the performance of its obligation hereunder. Consultant warrants that all Works shall be original except for such portion from copyrighted works as may be included with Consultant's advance permission of the copyright owner(s) thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark or patent, statutory or other proprietary rights of others. Consultant further agrees that "he/she/it" will not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to this Agreement without the prior written consent of HRI.
6. Neither party shall use the name of the other or any adaptation, abbreviation or derivative of any of them, whether oral or written, without the prior written permission of the other party. For the purposes of this paragraph "party" on the part of HRI shall include the State of New York and the NYS Department of Health.
7. It is understood and agreed that the services to be rendered by Consultant are unique and that Consultant shall not assign, transfer, subcontract or otherwise dispose of its rights or duties hereunder, in whole or in part, to any other person, firm or corporation, without the advance written consent of HRI.
8. The nature of the relationship which the Consultant shall have to HRI pursuant to this Agreement shall be that of an independent contractor. Under no circumstance shall the Consultant be considered an employee or agent of HRI. This Agreement shall not be construed to contain any authority, either expressed or implied, enabling the Consultant to incur any expense or perform any act on behalf of HRI.
9. Consultant is solely responsible for complying with all applicable laws, including but not limited to those specified in Appendix "A", and obtaining, at Consultant's sole expense, any and all licenses, permits, or authorizations necessary to perform services hereunder.
10. This Agreement shall be void and no force and effect unless Consultant shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the provisions of Workers' Compensation Law.
11. Unless otherwise agreed to by HRI, Consultant shall maintain, or cause to be maintained, during the Term of this Agreement, insurance or self-insurance equivalents of the following types and amounts: a) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate; b) HRI and the People of the State of New York shall be included as Additional Insureds on the Consultant's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Consultant. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds; c) other such insurance as may be specified by HRI, depending on the project and services provided by Consultant.
12. Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for the balance of the calendar year in which they are created and for six years thereafter. HRI shall have reasonable access to such Records as necessary for the purposes of inspection, audit, and copying. Records shall be maintained as Confidential Information and protected from public disclosure.
13. This Agreement, including all applicable attachments and appendices thereto, represents the entire Agreement and understanding of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except in writing, duly executed by both parties hereto.
14. HRI may terminate this Agreement with or without cause at any time by giving advance notice, when, in its sole discretion, HRI determines that it is in the best interests of HRI to do so, or as directed by the project sponsor. Such termination shall not affect any commitments which, in the judgment of HRI, have become legally binding prior to the

effective date of termination. Upon termination of the Agreement by either party for any reason, Consultant shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination. It is understood and agreed, however, that in the event that Consultant is in default upon any of its obligations, hereunder, at the time of such termination, such right of termination on the part of HRI shall expressly be in addition to any other rights or remedies which HRI may have against Consultant by reason of such default.

15. Consultant acknowledges and agrees that, during the course of performing services for HRI, it may receive information of a confidential nature, whether marked or unmarked ("Confidential Information"). Consultant agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Consultant will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Consultant will not disclose Confidential Information to any third party without HRI's advance written consent.
16. Consultant represents and warrants that: a) it has the full right and authority to enter into and perform under this Agreement; b) it will perform the services set forth in Exhibit "A" in a workmanlike manner consistent with applicable industry practices; c) the services, work products, and deliverables provided by Consultant will conform to the specifications in Exhibit "A"; d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.
17. Consultant shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict with the proper discharge of Consultant's duties under this Agreement. In the event any actual or potential conflict arises, Consultant agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential impact on Consultant's performance under this Agreement.
18. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend HRI, its agents, employees, officers, board members, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Consultant, or anyone directly or indirectly employed or contracted by Consultant, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Consultant; (v) result in intellectual property infringement or misappropriation by Consultant, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Consultant to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Consultant.
19. Should any provision of this Agreement be proven to be invalid or legally ineffective, the overall validity of this Agreement shall not be affected. Unless the parties agree on an amended provision, the invalid provision shall be deemed to be replaced by a valid provision accomplishing as far as possible the purpose and intent of the parties at the date of the Agreement.
20. The failure of HRI to assert a right hereunder or to insist on compliance with any term or condition of this Agreement shall not constitute a waiver of that right of HRI, or other rights of HRI under the Agreement, or excuse a subsequent failure to perform any such term or condition by Consultant.
21. This Agreement shall be governed and construed in accordance with the laws of the State of New York. The jurisdictional venue for any legal proceedings involving this Agreement shall be in the State of New York. Disputes involving this Agreement may not be submitted to binding arbitration.
22. In addition to the methods of process allowed by the State Civil Practice Law & Rules (CPLR), in any litigation arising under or with respect to this Agreement, Consultant hereby consents to the service of process upon it by registered or certified mail, return receipt requested, and will promptly notify HRI in writing in the event there is any change of address to which service of process can be made.
23. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.

Consultant agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof, including the provisions required for federally funded projects, if applicable.

**HEALTH RESEARCH, INC.
APPENDIX A to AGREEMENT WITH ENTITY**

The parties to the attached Agreement further agree to be bound by the following terms, which are hereby made a part of said Agreement:

1. During the performance of the Agreement, the Consultant agrees as follows:

(a) **Equal Opportunity and Non-Discrimination** - Consultant acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination or civil rights provisions, including but not limited to the American Disabilities Act, that Consultant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by state and federal law. Furthermore, Consultant agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. Consultant is subject to Section 220-e or Section 239 of the New York State Labor Law for work performed under this Agreement. Pursuant thereto, Consultant is subject to fines of \$50.00 per person per day for any violation of this provision, which may be deducted from any amounts payable under this Agreement, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

(c) System for Award Management (SAM) - Consultant is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25 of Code of Federal Regulations. **Consultant** must maintain the accuracy/currency of the information in SAM at all times during which your entity has an active agreement with HRI. Additionally, your entity is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information.

2. Assurances Required by DHHS--HHS (Where Applicable)

(a) Human Subjects, Derived Materials or Data

The Consultant and HRI both agree to abide by DHHS regulations concerning Human Subjects. The DHHS regulation, 45 CFR 46, provides a systematic means, based on established ethical principles, protecting the rights and welfare of individuals who may be exposed to the possibility of physical, psychological or social injury while they are participating as subjects in research, development or related activities. The regulation extends to the human fetus (either in utero or ex utero), the dead, organs, tissues, and body fluids, and graphic, written or recorded information derived from human sources.

The DHHS regulation requires institutional assurances, including the implementation of procedures for review, and the assignment of responsibilities for adequately protecting the rights and welfare of human subjects. Safeguarding these rights and welfare is, by DHHS policy, primarily the responsibility of the grantee. The Consultant is responsible for ensuring that the activity described or covered by this Agreement, and additional information relating to human subjects, derived materials or data are annually reviewed and approved by the Institutional Review Board of the Consultant. The Consultant and HRI agree to complete a HHS 596 form on an annual basis.

(b) Laboratory Animals

The Consultant agrees to abide by HHS policy requiring that laboratory animals not suffer unnecessary discomfort, pain or injury. The Consultant must assure HHS, in writing that it is committed to following the standards established by the Animal Welfare Acts and by the documents entitled "Principles for Use of Animals" and "Guide for the Care and Use of Laboratory Animals."

(c) Recombinant DNA

The Consultant agrees to abide by the current HHS Guidelines for Research involving Recombinant DNA Molecules. All research involving recombinant DNA techniques that is supported by the Public Health Service must meet the requirements of these Guidelines, which were developed in response to the concerns of the scientific and lay communities about the possible effects of recombinant DNA research. Their purpose is to specify practices for the construction and handling of recombinant DNA molecules and organisms or viruses containing recombinant DNA. As defined by the Guidelines, "recombinant DNA" corresponds to: (1) molecules that are constructed outside living cells by joining natural or synthetic DNA segments to DNA molecules that can replicate in a living cell; or (2) DNA molecules that result from the replication of a molecule described in (1).

Several types of studies involving recombinant DNA are exempt from the Guidelines while others are prohibited by the Guidelines. For the remainder, the Consultant must establish and implement policies that provide for the safe conduct of the research in full conformity with the Guidelines. This responsibility includes establishing an institutional biosafety committee to review all recombinant DNA research to be conducted at or sponsored by the Consultant and to approve those projects that are in conformity with the Guidelines. For each approved project, a valid Memorandum of Understanding and Agreement (MUA) shall be prepared for submission when solicited by an appropriate HHS staff member. The MUA is considered approved after review and acceptance by ORDA and by the Consultant.

(d) Promoting Objectivity in Research

Neither Consultant nor anyone working on its behalf shall have any interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity that may create a conflict, or the appearance of a conflict, with the proper discharge of Consultant's duties under this Agreement or the conflict of interest policy of any agency providing federal funding under this Agreement. In the event any actual or potential conflict arises, Consultant agrees (i) to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict, and, (ii) if required, eliminate the conflict or put in place an acceptable conflict management plan. Consultant agrees to comply with the DHHS/HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 CFR Part 50 Subpart F, as may be amended from time to time. Failure to disclose conflicts or provide information related thereto to HRI may be cause for termination of the Agreement

(e) Additional Assurances

Should any additional DHHS-HHS regulations be promulgated that are applicable to this Agreement, the Consultant and HRI will review and agree to include them as part of this Agreement.

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

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

The following provisions 3-6 are applicable to federally funded projects:

3. Clean Air Act and the Federal Water Pollution Control Act Compliance - If this Agreement is in excess of \$150,000, Consultant agrees to comply and to require that all subcontractors comply, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

4. Notice as Required Under Public Law 103-333 - The Consultant is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
5. Required Federal Certifications -Acceptance of this Agreement by Consultant constitutes certification by the Consultant of all of the following:
 - (a) The Consultant is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - (b) The Consultant is not delinquent on any Federal debt.
 - (c) The Consultant will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) requiring for Agreements of \$100,000 or more, that Consultant (i).will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352, and (ii) will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 - (d) The Consultant shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
 - (e) The Consultant has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
 - (f) The Consultant maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
 - (g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Consultant is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
6. Whistleblower Policy - Congress has enacted whistleblower protection statute 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and sub-grantees on federal grants and contracts. This program requires all grantees, sub-grantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or sub-grantee.

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

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

The Consultant shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Consultant agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

V. Completing the Proposal

Proposal Content

Please respond to each question below. Your responses comprise your application. Please respond to all items within each section. When responding to the statements and questions, be mindful that application reviewers may not be familiar with the agency and its services. Therefore, answers should be specific, succinct, and responsive to the statements and questions as outlined.

Application Requirements and Questions

110 total points

A. Cover Page (5 points)

A form is provided to serve as the cover page for the application. All requested information should be completed on this form. Please refer to **Attachment 1**.

B. Executive Summary (Not Scored)

The purpose of this section is for the applicant to provide a brief description of their proposal including deliverables. Please refer to **Attachment 1**.

C. Application Questions (65 points)

The purpose of this section is for the applicant to describe their experience and project proposal in detail. Please refer to **Attachment 1**.

1. Describe the organization or consultant including mission and services provided. (5 pts)
2. Describe the organization or consultants experience working with the New York State Department of Health or another governmental entity. (5 pts)
3. Describe the organization or consultants experience in the field of health equity, anti-racism, or social justice. (5 pts)
4. Describe the organization or consultants experience in the field of public health or sexual violence prevention or response. (5 pts)
5. Describe the organization or consultants experience in qualitative data analysis, program evaluation and data-driven decision making. (5 pts)
6. Describe the organization or consultants experience in training development and execution. (5 pts)
7. Describe the proposal for a health equity capacity assessment and final report. Please include details on how the assessment will be developed, delivered, analyzed, and synthesized. The

proposal should include an assessment on the programs current capacity to enhance and expand health equity work, and to provide training and technical assistance on health equity to the Regional Center. The assessment may include focus groups, surveys, and interviews of the RPE Program staff within HRI and with program partners at the Regional Centers or the Statewide center. The health equity capacity assessment may also include an audit of RPE program materials including the State Action Plan, the Evaluation Plan, and the previous Request for Applications. Finally, the assessment may include a review of current data availability and use of available data. A final report on the data analysis, results, and recommendations is required. Recommendations may include additional data needs to advance health equity in sexual violence prevention, definitions for advancing health equity within the RPE Program, and an action plan for improving health equity within the RPE program. (25 pts)

8. Describe the proposal to develop and deliver a health equity training to BWIAH staff. (10 pts)

D. Budget and Justification (20 points)

A form is provided to complete a budget proposal. The purpose of the budget is to provide substantiating costs. The executed contract with HRI will be a deliverables-based contract. Please refer to **Attachment 2**. Bidders should submit 2 budgets:

- 2-month budget, assuming a December 1, 2022 start date and a January 31, 2023 end date.
 - 5-month budget, assuming a February 1, 2023 start date and a June 30, 2023 end date.
- Reminder: The proposal may end prior to June 30, 2023.

All costs must be related to the provision of the RPE Program health equity capacity assessment and training. There is a 5% cap on in-direct costs. Justification for each cost should be submitted in narrative form. For all existing staff, the budget justification must delineate how the percentage of time devoted to this initiative has been determined.

The budget must include justification for each cost that may include personal, fringe, supplies, travel, equipment, miscellaneous, and administrative.

Any ineligible budget items will be removed from the budget prior to contracting. The budget amount requested will be reduced to reflect the removal of the ineligible items.

E. Workplan (20 points)

A form is provided to complete a workplan proposal. Please refer to **Attachment 3**.

B. Proposal Format

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

Proposals MUST NOT exceed 40 pages double spaced typed pages using a normal font. The value assigned to each section is an indication of the relative weight that will be given when scoring your proposal.

- | | | |
|----------------------|----------|---------------------------|
| 1. Cover Page | (1 page) | (Maximum Score: 5 points) |
| 2. Executive Summary | (1 page) | (Not scored) |

- | | | |
|---------------------------------|----------------------------------|---|
| 3. <i>Application Questions</i> | <i>(25 pages)</i> | <i>(Maximum Score: 65 points)</i> |
| 4. <i>Budget</i> | <i>(no limit)</i> | <i>(Maximum Score: 20 points)</i> |
| 5. <i>Workplan</i> | <i>(no limit)</i> | <i>(Maximum Score: 20 points)</i> |
| Complete Proposal | <i>(50 pages or less)</i> | <i>(Maximum Score: 110 points)</i> |

C. Review Process

Proposals meeting the guidelines set forth above will be reviewed and evaluated competitively by HRI/the NYSDOH Division of Family Health, Bureau of Women, Infant, and Adolescent Health, and the Division of Family Health Racial Justice Workgroup. The final evaluation may include a one-day briefing/summary meeting with each bidder(s) by phone at the request of the bidder. This meeting is NOT intended to amend or enhance the submission. Any cost related to this meeting or in response to this RFP is the obligation of the bidder and not the responsibility of the Department of Health or HRI.

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

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively by the NYSDOH Division of Family Health, Bureau of Women, Infant, and Adolescent Health (BWIAH) and Division of Family Health Racial Justice Workgroup.

Applications meeting the guidelines set forth above will be reviewed and evaluated competitively using an objective rating system reflective of the required items specified for each section. A panel convened by the NYSDOH/HRI, which will include staff from both BWIAH and Division of Family Health Racial Justice Workgroup, will conduct a review of applications from eligible applicants. The reviewers will consider the following factors:

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

The highest scoring application will be awarded. Awards will be contingent upon negotiated modifications to the application as agreed upon by BWIAH staff and the applicant. In the event of a tie score, the applicant with the highest score on **Section C. Application Questions #6**, will receive the award.

VI. Attachments

- | | |
|---------------|-------------------|
| Attachment 1: | Proposal Template |
| Attachment 2: | Budget Template |
| Attachment 3: | Workplan Template |