ADDENDUM #1

April 29, 2024

RFA Number (CCH-2024-01)

HEALTH RESEARCH, INC. &
New York State Department of Health
Center for Community Health, Division of Family Health
Bureau of Perinatal, Reproductive, & Sexual Health
Rape Prevention and Education Program

Request for Applications
Communities Mobilizing for Safety:
A Public Health Approach to Sexual Violence Prevention

The following are official modifications, which are hereby incorporated into RFA #CCH-2024-01 added language appears in red text. The information contained in this amendment prevails over the original Request for Applications language. Applicants should review all documents in their entirety to ensure all amended language and revised Attachments are incorporated and into their applications.

1. Section II.A. Eligible Counties:
   Activities cannot be completed outside of the county that is awarded. Only one (1) county can be specified for each application. An organization that would like to conduct activities in multiple counties must submit a separate application for each county. Organizations can submit more than one application.

2. Section III.4. Youth/Adult Leadership Teams (Optional):
   Youth/adult leadership teams are separate from the community engagement approach. These are participatory asset-based teams made up of young people from the priority community and staff/leadership from the organization. Adults and youth on these teams work in a co-learning partnership to identify needs and solutions in all aspects of the program from planning to evaluation. For the purposes of the youth/adult leadership teams in this funding opportunity, ‘youth’ is anyone 24 years old or younger.

RFA Number (CCH-2024-01)

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Center for Community Health, Division of Family Health
Bureau of Perinatal, Reproductive, & Sexual Health
Rape Prevention and Education Program

Request for Applications

Communities Mobilizing for Safety:
A Public Health Approach to Sexual Violence Prevention

RFA Release Date:	**March 25, 2024**
Letter of Interest Due:	**April 15, 2024**
Questions Due:	**April 15, 2024**
Questions, Answers and Updates Posted: (on or about)	**April 30, 2024**
Applications Due:	**May 24, 2024, at 5:00 pm EST**

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I. Introduction

A. Purpose of Grant Opportunity

Health Research, Inc. (HRI) and the New York State Department of Health (the Department), Bureau of Perinatal, Reproductive, and Sexual Health is seeking applications from eligible non-profit organizations and local government agencies to plan, implement, and evaluate community-level sexual violence prevention strategies for the Rape Prevention and Education Program. Strategies are to be implemented using a core community engagement approach to advance health equity for priority populations.

HRI and the Department receives funding from the Centers for Disease Control and Prevention (RFA-CE24-0027) to prevent the perpetration and victimization of sexual violence using a public health approach. The Rape Prevention and Education Program prioritizes primary prevention at the broader community and societal levels, as opposed to prevention services for individuals, to shift social norms, policies, and practices. The focus of this grant opportunity is on community/societal-level strategies that 1) strengthen economic security for priority populations; or 2) improve neighborhood and the physical environment; or 3) address community and social context to reduce violence. Community engagement is vital to changing social norms and environments to prevent sexual violence, where community members and leaders inform program and policy development. In this Request for Applications, the following community engagement approaches will be the mechanisms to implement strategies within communities: 1) Coalition Building; 2) Community Mobilization; and 3) Community Health Workers/Promotores.

To advance racial and gender equity, this grant opportunity focuses on priority populations and under-resourced communities that face disproportionately higher rates of violence and adverse health outcomes. To achieve health equity, the root causes of sexual violence and underlying factors that increase or decrease the likelihood of sexual violence or other forms of violence need to be addressed. These underlying conditions are referred to as social determinants of health. Strategies and partners that address the social, economic, and environmental conditions in communities and society can help reduce health inequities.

Funds will be awarded to seven (7) organizations across two (2) regions as outlined in the table below. Only one recipient per eligible county will be awarded (see page 9 for a complete list of eligible counties). The funding period is from 11/1/24 to 1/31/29 for four (4) years and three (3) months.

Region	Number of Awards	Maximum Funds Available Annually per Award
Region 1 – Rest of State	5	$170,000
Region 2 – New York City	2	$230,000

B. Background

❖ Sexual Violence as a Public Health Issue

Sexual violence can have a profound impact on lifelong health, opportunity, and well-being of individuals and communities. Sexual Violence is defined as sexual activity when consent is not obtained or freely given[1]. Sexual violence impacts every community and affects people of all genders, sexual orientations, and ages. Anyone can experience sexual violence. The perpetrator of sexual violence is usually someone the survivor knows, such as a friend, current or former intimate partner, coworker, neighbor, or family member. Sexual violence can occur in person, online, or through technology, such as posting or sharing sexual pictures of someone without their consent, or non-consensual sexting.

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

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

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

Data shows:

- Over half of women and almost 1 in 3 men have experienced sexual violence involving physical contact during their lifetimes.[2]
- Individuals aged 12-34 are at highest risk for experiencing sexual violence.[3]
- Women of color, especially multi-racial, black, and indigenous individuals, are at highest risk for

[1] Center for Disease Control and Prevention, 2022
[2] Center for Disease Control and Prevention, 2022
[3] The National Intimate Partner and Sexual Violence Survey: 2016/2017

all forms of sexual violence.[4]

- Individuals who identify on the LGBTQIA+ spectrum experience higher levels of violence. One in two (1 in 2) people who identify as non-binary, trans, lesbian, gay, bisexual, queer, or pansexual have experienced sexual assault in their lifetime.[5]
- People with disabilities are twice as likely to experience sexual assault as individuals without a disability. People with multiple disabilities are at an even greater risk.[6]

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

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

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

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

- **Health:** Safety is a critical component of health. Sexual violence is a public health problem contributing to health disparities.
- **Equity:** Sexual violence is rooted in power inequality and is connected to other forms of oppression.[7] Current and historical oppression, such as racism, sexism, homophobia, ableism, ageism, and more, create unequal burdens for some communities and individuals. Focusing efforts on those at greatest risk for violence will elevate the well-being of all.
- **Community:** People are best served by organizations that reflect their community. It is imperative for government organizations to listen, collaborate with, provide resources, and empower communities to build safe, thriving spaces in their own vision.
- **Collaboration:** A diverse range of voices are necessary to produce the most equitable outcomes. Communication among various perspectives is critical to create positive change.

[4] The National Intimate Partner and Sexual Violence Survey: 2016/2017
[5] National Trans Survey, 2015
[6] Bureau of Justice Statistics, 2016
[7] About the National Sexual Violence Resource Center, National Sexual Violence Resource Center

- **Autonomy:** Recognizing and respecting an individual's ability to make decisions about their own body is essential for health, safety, and wellbeing.
- **Accountability:** Systems must improve transparency and take steps to reflect, learn, and own the impact on individuals and communities for public confidence and just governance.

C. The Rape Prevention and Education Program

❖ **Authorization**

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

❖ **Purpose**

The Rape Prevention and Education program aims to promote health equity and prevent sexual violence by addressing social factors like poverty and discrimination that contribute to the prevalence of violence by fostering meaningful engagement and coordination with communities while building sustainable infrastructure.

❖ **Priorities**

1. Address Root Causes of Sexual Violence

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

2. Public Health Approach

The Rape Prevention and Education program utilizes a public health approach that prioritizes primary prevention at the community-level. Primary prevention is any intervention that occurs to stop sexual violence before it happens. The public health approach is a four-step process that is rooted in the scientific method. It can be applied to violence and other health problems that affect populations. It

includes the following steps: 1) Define and monitor the problem; 2) Identify risk and protective factors; 3) Develop and test prevention strategies; and 4) Assure widespread adoption.

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

Focus on Communities at Highest Risk.

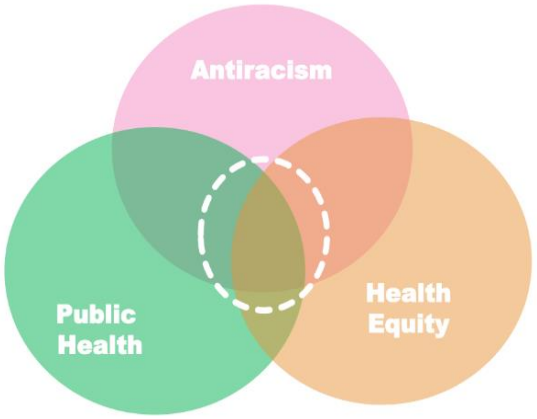
Sexual violence does not impact all communities equally. A health disparity is a preventable difference in the negative impacts of violence that are experienced by certain populations that have been socially, economically, geographically, and/or environmentally disadvantaged. The Rape Prevention and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

Promote Community Leadership

"Nothing about us without us" is a slogan used to communicate the idea that no policy should be decided by any representative without the full and direct participation of members of the group(s) affected by that policy. The Rape Prevention and Education Program prioritizes community leadership in part by funding organizations with community credibility to implement innovative primary prevention strategies in communities that have been historically disadvantaged and marginalized.

Anti-Racist Health Equity Approach

In 2022, the Department's Sexual Violence Prevention Unit hired a consultant to conduct an internal health equity capacity assessment. The consultant, Michelle M. Osborne, J.D. and Associates, LLC (MMO), completed the assessment and provided an action plan for the Rape Prevention and Education Program to implement an anti-racist health equity approach to sexual violence prevention. To achieve health equity, sexual violence prevention programs must work towards improving their awareness, accountability, and action related to antiracism. In other words, if health equity is the outcome, antiracism is the journey. According to Professor Ibram X. Kendi, antiracism is the marriage of antiracist policies and antiracist ideas that produce and sustain racial inequity[8]. This approach centers policies over individuals and addresses all forms of inequity (e.g., gender, sexuality, ability, and socio-economic).



❖ Activity Overview

The first fifteen months (11/1/2024 – 1/31/2026) of the program will be focused on capacity building and planning (e.g. conduct an organizational capacity assessment, conduct community assessment; develop a logic model, and develop an implementation & evaluation plan). The final three years (2/1/2026-1/31/2029) will be focused on implementing and evaluating the prevention strategies

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

developed in the first fifteen months. The Department, in collaboration with the training and technical assistance and evaluation contractor, will provide support, resources, and training for recipients on all the required activities. Refer to the Scope of Work (Attachment 6) for details on required goals, objectives, milestones, timeline, staff responsibility, and deliverables.

II. Who May Apply

A. Minimum Eligibility Requirements

❖ Eligible Organizations

Proposals will be accepted from not-for-profit 501(c)(3) organizations and local government entities, such as, but not limited to, city and county health departments, school districts, and youth bureaus from eligible counties.

❖ Eligible Counties

Geographic eligibility was determined based on the Sexual Violence Risk Index (Attachment 7). Applicants must select an eligible county based on the table below to serve a priority population and community within the county. Up to seven organizations will be funded within the eligible regions below. Only one recipient per county will be awarded. The recipient organization is not required to be in the county that they are applying to serve. However, if the organization is not located within the selected county, they must demonstrate their capacity to collaborate with the community of focus in the applicant questions section.

Activities cannot be completed outside of the county that is awarded. Only one (1) county can be specified for each application. An organization that would like to conduct activities in multiple counties must submit a separate application for each county. Organizations can submit more than one application.

Eligible Counties				
Region 1 Rest of State	Albany Broome Chautauqua Chemung	Chenango Erie Jefferson Monroe	Onondaga Oswego Schenectady St. Lawrence	Sullivan Westchester Yates
Region 2 New York City	Bronx		Kings	

B. Encouraged to Apply

Culturally Specific Organizations: Strong applicants will have knowledge and experience in fostering

community leadership and will have existing connections and trusting relationships with community and populations of focus. Applicant organizations that self-identify as Culturally Specific Organizations are encouraged to apply. An optional preference application question will provide an opportunity for Culturally Specific Organizations to receive extra points during the scoring process.

Other Organizations: Organizations rooted in community participation are encouraged to apply, including but not limited to:

- Organizations who have never previously received funds from New York State or the Department;
- Violence prevention organizations (e.g., rape crisis, domestic violence, youth violence, and gun violence);
- Community power-building organizations (community organizations that support base building, often around a certain location demography or identity or issue. They're also sometimes called grassroots organizing groups, movement-building organizations, community organizing groups, and base-building groups. CPBOs have a commitment to organizing and base building and are deeply rooted in and accountable to communities.)[7];
- Social justice organizations (e.g., economic justice, racial justice, disability justice, LGBTQIA+ justice, immigrant justice);
- Youth-serving organizations, youth leadership & empowerment organizations; and
- Community-based health and human service providers.

C. Additional Considerations

HRI and the Department will be releasing two (2) other competitive opportunities in 2024 under the Rape Prevention and Education program for 1) training, technical assistance, and evaluation and 2) health equity advisory committee. The advisory committee will be created to provide oversight and feedback on the program's antiracist health equity approach. The evaluation and training and technical assistance provider will be awarded to provide support to the program recipients. Therefore, organizations that are awarded funding under this opportunity will not be eligible for the two future Rape Prevention and Education program procurements in 2024 identified above.

III. Program Requirements

1. Select One (1) of Three (3) Social Determinants of Health

Social determinants of health are the conditions in the environments where people are born, live, learn, work, play, worship, and age. Working on these underlying conditions is an upstream approach to violence prevention.

Recipients of this program must develop prevention strategies to address at least one (1) of the following three (3) social determinants of health as the primary focus of the prevention strategies.

Recipients can also choose to identify a second social determinant of health from the list below as a secondary focus of prevention strategies.

1 - Economic Stability

Economic security is essential for the health and wellbeing of individuals, families, neighborhoods, and communities. Employment, stable housing, financial stability, and food security are important protective factors against violence. Poverty, unemployment, financial stress and hardship, childcare instability, parental stress, family conflict, and gender economic inequality are all risk factors for violence.

Examples of outcomes which may improve economic stability include, but are not limited to:

- Economic Supports for Children and Families (e.g., tax credits, childcare subsidies, livable wages; paid family leave)
- Childcare & Afterschool Programs (access and quality)
- Worker Justice and Empowerment (e.g., safety & anti-harassment policies; time-off policies)
- Workforce development (e.g., apprenticeship & training programs)
- Access to Income Building Programs (e.g., microfinance loans and other entrepreneurship programs; cash assistance programs for populations that have been historically disadvantaged or marginalized)
- Local Economic Development
- Policy Maker Education about Economic and Educational Policies

2 - Neighborhood & Physical Environment

The neighborhoods and physical environments where people live have a major impact on their health, safety, and well-being. Community support and connection is a protective factor against violence whereas, witnessing violence, neighborhood poverty, housing insecurity, high numbers of alcohol retailers, weak neighborhood support and cohesion, and gang involvement are risk factors for violence.

Examples of outcomes which may improve neighborhood & physical environment include, but are not limited to:

- Safe, Affordable, Accessible Housing (e.g., rental assistance, shelter, transitional housing, permanent supportive housing)
- Safe, Affordable, Accessible Transportation (e.g., walking, biking, public transit)
- Safe, Accessible Built/Physical Environment of Neighborhoods and/or Buildings (e.g., lighting, sidewalks, low-barrier entry)
- Creating Green Spaces (e.g., parks, playgrounds)
- Climate Justice

3 - Community & Social Context

Community and social context refer to relationships and interactions with family, friends, co-workers, and community members. These daily interactions and influences can have a major

impact on health and well-being. Social support, positive social interactions, and leadership skills are protective factors against violence. Discrimination, acceptance of violence, weak health, educational, economic, and social policies, restrictive gender norms, lack of non-violence problem-solving skills, family conflict, media violence, and bullying are risk factors for violence.

Creating protective communities is a necessary step towards achieving population-level reductions in sexual violence. Community-level approaches are approaches that work to modify characteristics of the community, rather than individuals within the community. Such approaches can involve changes to policies, institutional structures, or the social context in an effort to reduce risk characteristics and increase protective factors that affect the entire community. Characteristics of the social and physical environment can have a significant influence on individual behavior, creating a context that can promote positive behavior or facilitate harmful behavior.

Examples of outcomes which may improve the community and social context include, but are not limited to:

Policies (e.g., state and local laws/ordinances, school/workplace/organizational policies & procedures)

- Policies for Equity & Equality (e.g., anti-discrimination laws and policies)
- Community Response to Sexual Violence (e.g., laws and policies for accountability and reducing harm; Restorative Justice programs)
- Access to Comprehensive Reproductive Health Care
- Universal Comprehensive Sex Education
- Accessible, Affordable, Culturally Specific to Mental Health Services
- School or Organizational Policies, Climate, and Safety

Community Connectedness

- Social Norms - Values, beliefs, attitudes, and/or behaviors shared by a group of people. Social norms are often seen as the unspoken rules that guide social behavior (e.g., racism or anti-racism, gender equality or inequality; supporting and affirming consent; bystander interventions; accountability; healthy relationships; celebrating diversity)
- Community Healing
- Celebration of Diversity (e.g., communities learning about/practicing/celebrating heritage, history, and traditions)

2. Select One (1) of Three (3) Community Engagement Approaches

A diverse range of voices are necessary to produce the most equitable outcomes. Communication among various perspectives is critical to create positive change. Genuine partnership built on the foundation of anti-racist health equity is critical for creating community-level change. Recipients are

required to engage in partnerships with members of the priority population, and multi-sector agencies and/or organizations to advance sexual violence prevention and evaluation efforts. Organizations are strongly encouraged to have formalized agreements (e.g., Memoranda of Understanding, letters of commitment) with community members from the priority population and/or organizations to plan, implement, evaluate and/or sustain prevention activities.

A community engagement approach refers to the mechanism of how communities will be engaged in implementing the selected strategies to address issues affecting their wellbeing. To achieve the goal of making change in diverse communities, it is critical to engage communities from the outset to build social capital, use a comprehensive approach of community engagement which accounts for culture and historical inequities, and makes sustainability a priority.[9] Community engagement utilizes a strength-based approach and emphasizes community strength, joy, and safety.

Recipients are required to select one (1) of the following three (3) community engagement approaches as their primary approach for community members and leaders to plan, implement, evaluate, and sustain program outcomes and activities.

1 – Community Mobilization
The importance of engaging, mobilizing, and empowering communities to prevent violence is shown by evidence that community cohesion can be protective against violence. Engagement and mobilization of community can increase the likelihood that prevention programs will be sensitive to a community's needs and barriers, and garner increased community support, which can help sustain prevention efforts. Community mobilization is the process of bringing together as many stakeholders as possible to raise people's awareness of and demand for a particular program, to assist in the delivery of resources and services, and to strengthen community participation for sustainability and self-reliance. Community mobilization involves individual youth or adult community members, leaders, and/or networks in the planning, implementing, and evaluating prevention efforts.
2 – Coalition Building
A coalition is a group of community members and organizations working to educate about a specific problem and define the solutions. Coalition goals range from information sharing to coordination of services, from community education to community engagement in advocacy working to undertake policy, system, and environmental change. Partnering with community, education, housing, media, planning and economic development, transportation, business partners, and engaging with these sectors, can work to improve the underlying community conditions that make healthy living easier, particularly in underserved communities.
3 – Promotores/Community Health Workers

[9] Community Engaged Leadership to Advance Health Equity and Build Healthier Communities, National Library of Medicine; 2016

Promotores are community health workers (CHWs). They are characterized as lay health workers with the ability to provide linguistically and culturally appropriate services informed by their lived experiences in the community. They often serve Spanish-speaking communities but can also work in other distinct communities where they share ethnicity, language, socioeconomic status, and lived experiences. Key to their definition is connection and trust building within the priority community.

Promotores are frontline agents of change, helping to reduce health disparities in underserved communities. Promotores are uniquely qualified to provide social support and help decrease stigma surrounding mental health and other topics that the community may deem sensitive, such as sexual and intimate partner violence. Using the expert knowledge of the cultural norms of their communities, they can tackle stigma and develop meaningful, trust-worthy relationships to address equity and prevent violence within priority populations. Overall, they can increase community resiliency and make major impacts on health outcomes in their own communities.

3. Select Priority Population Based on Need

A. Population of Focus

Health equity is the state in which everyone has a fair and just opportunity to attain their highest level of health. Achieving health equity requires ongoing societal efforts to: address historical and contemporary injustices; overcome economic, social, and other obstacles to health and health care; and eliminate preventable health disparities.[10] Racial and ethnic inequities pervade all the social determinants of health, so addressing structural racism is essential to achieving health equity.

The Rape Prevention and Education program works to advance health equity for priority populations through an intersectional approach. Intersectionality describes how people experience the interconnected nature of different aspects of their identities—such as their race, gender, sexual orientation, and class—and how those identities are valued within existing systems of power. Intersectionality can also refer to the interconnected nature of all forms of discrimination or disadvantage against historically oppressed or marginalized groups.

The Rape Prevention and Education program's goal is to identify and support communities that are at highest risk for sexual violence in order to reduce the occurrences of sexual violence across New York.

Recipients will specify their priority population by selecting at least two (2) of the following populations from the list below and implement an intersectional approach.

When selecting multiple populations, recipients should ensure programming will be focused on the

[10] What is Health Equity?, Center for Disease Control and Prevention; 2022

population that fits within ALL selected categories. For example: If a recipient selects 1.) LGBTQIA+ communities, 2.) Homeless or Housing Insecure, and 3.) Urban Communities, then the recipient must describe how programming will address the needs of people who are "LGBTQIA+ AND homeless or housing insecure AND in an urban community" NOT "LGBTQIA+ OR homeless OR housing insecure OR in an urban community."

- African American or Black
- Asian
- Hispanic or Latino
- Pacific Islanders
- Native American
- Men and Boys
- Women and Girls
- Gender Expansive Individuals
- LGBTQIA+ Communities
- People with Disabilities
- Rural Communities
- Tribal Communities
- Urban Communities
- Homeless or Housing Insecure
- Migrant Workers
- Poor or Economically Disadvantaged
- Immigrants or Refugees
- Foster Youths or Families
- Parents and Families
- Perpetrators of Crimes or Violence

B. Community of Focus

Recipients will identify a community of focus for their programming. Communities can be defined by political boundaries (e.g., town/city, neighborhood, census tract) and/or social boundaries (e.g., workplace/employment, youth clubs, identify based on common lived experience). For example, a recipient may prioritize people with disabilities within a rural community within a select county. The recipient must specify the community within their county that they will collaborate with by describing a particular neighborhood, residential community, workplace, or other setting. Recipients will describe their priority population and community within an eligible county that is at an increased risk for sexual violence victimization or perpetration utilizing data. Furthermore, recipients must clearly demonstrate their capacity for community mobilization within the priority population and community.

4. Ensure Organizational Capacity and Qualified Staffing

Organizational and staff capacity is a priority throughout the lifecycle of this program. An anti-racist health equity approach starts with the organization's internal anti-racist policies, practices, and programs. Antiracism must have a strong foundation within the organization to develop and deliver community[11] programs that address social determinants of health, especially for those at the highest risk of violence who have experienced health disparities. Successful organizations will have clear internal procedures for trauma-informed practices, pay-equity policies, and self-care within the organization.

Organizational readiness and fit for the selected strategy and community engagement approach with

[11] Osborne, Michelle. The Journey Toward Antiracist Health Equity. Session 6 Inside Out,2023

the selected priority population are critical for project success. Organizations need to demonstrate:

- Experience in community-level prevention strategies.
- Sharing power and decision-making with community members.
- Experience and strong connections in working with the selected priority population.
- Support from the Board of Directors and all levels of management.
- Flexible scheduling to allow staff to work in the community in evenings, weekends, or other non-traditional hours.
- Support for wages that adequately compensate prevention staff for high-level competencies that meet the need of this grant and other supports for prevention staff due to the high rate of attrition in the field.

Organizations are required to ensure adequate staffing to complete the project activities. The following staffing patterns are strongly recommended:

- 1.0 full-time equivalent program staff and .10 full-time equivalent manager.
- A designated primary staff for all program and evaluation activities as part of the total full-time equivalent. It is strongly recommended that this staff position is not an entry level position.
- In-kind or funded support from the organization's leadership, Board of Directors, and other staff to support program staff with meeting all scope of work requirements.

Recipients may choose to include subrecipient(s) or consultants to meet staffing needs or improve the organization's capacity. All subrecipient or consultant contracts should include a distribution of funding that is relative to the distribution of responsibilities.

Given that community/societal-level strategies require skills to develop relationships with community leaders, partners, and members, prevention staff need to hold the following competencies:

- Experience or interest in public health and community/societal-level strategies.
- Experience in facilitating community and/or youth groups.
- Knowledge and interest on developing community leadership.
- Experience in forming relationships with partners, organizations, and community leaders.
- Experience with priority populations and ability to provide linguistically and culturally appropriate services.
- Ability to deal with complex issues to facilitate social change and transformation.
- Self-direction, adaptability, creativity, and initiative.

Organizations and program staff must be knowledgeable about a public health approach to sexual violence prevention and community resources for sexual violence response. Recipient organizations that do not provide response services to survivors of sexual violence will be required to attend training opportunities on trauma-informed practices and responding to disclosure of sexual violence.

❖ Youth/Adult Leadership Teams (Optional)

Young people are at the highest risk of experiencing sexual violence. Youth-driven participation in planning, implementation, and evaluation of health initiatives, such as sexual violence prevention initiatives, has the potential to improve youth buy-in and outcomes.[12] Often, young people are not asked to participate in the development of programs designed for them. A health equity approach recognizes the need to correct this by centering the lived experiences and talents of young people.

Youth/adult leadership teams are separate from the community engagement approach. These are participatory asset-based teams made up of young people from the priority community and staff/leadership from the organization. Adults and youth on these teams work in a co-learning partnership to identify needs and solutions in all aspects of the program from planning to evaluation. For the purposes of the youth/adult leadership teams in this funding opportunity, 'youth' is anyone 24 years old or younger.

Recipients are encouraged, but not required, to develop or enhance a youth/adult leadership team to plan, implement, and evaluate the proposal. An optional preference application question will provide an opportunity for organizations utilizing a youth/adult leadership model to receive extra points during the scoring process.

Recipients that intend to develop youth/adult leadership team should consider the following best practices from the National Sexual Violence Resource Center[13] in their proposal for a new or improved youth/adult leadership team:

- Focus on assets, not problems.
- Address the real needs of young people.
- Engage young people in developing programs.
- Involve knowledgeable and committed adults.
- Recognize the influences of young people's environments.
- Build community partnerships.

5. Conduct an Anti-Racist Health Equity Organizational Capacity Assessment

An Anti-Racist Health Equity Organizational Capacity Assessment will be completed within the initial nine (9) months to identify areas of improvement for the organization and community context in supporting and advancing anti-racist health equity. This assessment is expected to help organizations develop recommendations to increase capacity to reduce health inequities in their community. It is recommended that the assessment be completed in collaboration with partners. The Department will provide specific training and technical assistance regarding assessment requirements after the award.

[12] A Typology of Youth Participation and Empowerment for Child & Adolescent Health Promotion, Am J Community Psychol, 2010.
[13] Best practices for engaging youth as partners in sexual violence prevention, NSVRC; 2014

6. Participate in Training and Technical Assistance

Recipients are required to have all program staff participate in the Department sponsored training and technical assistance events to foster professional development and networking. Annual training and technical assistance activities includes at minimum one (1) in-person training, three (3) virtual trainings/conferences, and technical assistance.

Recipients are required to budget travel for one (1) yearly two-day training, in Albany, New York. At least two (2) staff people are required to attend. Community leaders are encouraged to attend in-person training when possible and their travel is to be budgeted by the recipient. There is no registration fee associated with this training. Recipients are also encouraged to budget for program staff to attend the annual National Sexual Assault Conference and the New York State Coalition Against Domestic Violence Prevention Conference.

Program staff and managers are required to participate in quarterly monitoring/technical assistance meetings with the Department. Three of the meetings will be virtual. The Department staff will travel to the recipient's location for one (1) in-person meeting each year. The Executive Director (or designee) is required to attend the one (1) in-person meeting every year.

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

7. Conduct a Planning Process

❖ **Community Assessment**

The first nine (9) months of the project will focus on program planning to assess the appropriateness or responsiveness of the proposed strategies with the priority population and to build partnerships based on the submitted application. This process may include review of community assets, network mapping, needs assessments, strategic planning, key informant interviews, surveys, focus groups, listening sessions, evaluation results, or other data, that are relevant to understanding the current context of sexual violence prevention within the community. Resources and assets may include community leaders, coalitions, local businesses, faith leaders, collaborations, local policies, youth programs, the availability of violence prevention programs and services, or other initiatives related to the proposed project. Organizations are encouraged to reassess the fit of the strategies with the priority population on an annual basis. Any changes to the strategies or the priority population must be approved by the Department before implementation.

❖ **Logic Model**

Organizations will develop and submit a draft logic model specific to their project based on the selected social determinant of health and community engagement approach. Organizations will

submit a final logic model along with their implementation work plan and update as needed or required by the Department. The Department will provide specific guidance regarding logic model requirements after award.

Measurable outcomes determine the extent to which program activities achieve their stated goals. Outcomes are results that the program intends to achieve and usually indicate the intended direction of change (e.g., increase, decrease). The following table lists the intended outcomes for this program. Short and intermediate outcomes correspond with goals 1-4 in the scope of work (Attachment 6). Long-term outcomes apply to the full scope of work. Recipients can add additional outcomes specific to local programming with approval from the Department.

Short-term Outcomes	Intermediate Outcomes	Long-term Outcomes
1.1 Increased capacity to plan, implement, and evaluate primary prevention of sexual violence at the community-level. 1.2 Increased capacity to promote and incorporate community engagement and anti-racist health equity program activities relevant to sexual violence prevention.	1.3 Increased capacity for program implementation of sexual violence prevention.	Decrease in rates of sexual violence, particularly in communities disproportionately burdened with high rates of sexual violence. Decrease in rates of sexual violence perpetration and victimization at the state or territory level. Reduce inequities in social determinants of health that impact disparities in sexual violence rates.
2.1 Increased community awareness of sexual violence as a preventable problem and program efforts to prevent sexual violence. 2.2 Increased partner and community awareness of effective primary prevention strategies and the disparate burden of sexual violence. 2.3 Increased coordination and collaboration among community, representatives of priority population, and other sectors to prevent sexual violence.	2.4 Increased community coordination to implement, evaluate, and adapt community-level strategies to prevent sexual violence.	
3.1 Increased community-level implementation of sexual violence prevention strategies. 3.2 Increased implementation of prevention strategies among communities and populations with disproportionately high rates of sexual	3.4 Increased reach of prevention strategies that impact communities and populations with disproportionately high rates of sexual violence. 3.5 Increase in number of community-level strategies that promote health equity and reduce inequities in sexual violence	

violence. 3.3 Increased implementation of prevention strategies that seek to prevent sexual violence by addressing social determinants of health.	by addressing social determinants of health. 3.6 Increase in protective factors and decrease in risk factors associated with sexual violence.	
4.1 Increased access and use of data to understand inequities within populations and communities with disproportionately high rates of sexual violence. 4.2 Increased monitoring and evaluation activities and sharing of data related to sexual violence prevention	4.3 Increased use of data-driven decision making to reduce inequities impacting populations and communities with disproportionately high rates of sexual violence. 4.4 Increased community-level monitoring of trends in sexual violence outcomes and social determinants of health	

❖ Implementation Work Plan

Upon completion of the initial planning phase, the organization will develop and submit an Implementation Work Plan and update it annually thereafter. The Implementation Work Plan includes the activities that the organization will carry out each year. Any changes to the Implementation Work Plan must be approved by the Department. Further instructions will be provided upon award.

8. Prioritize Evaluation and Quality Improvement

The Rape Prevention and Education Program is driven by evidence-based decision making. Organizations will be required to use evidence to evaluate their success within the community of focus. Evidence can include[14]:

- Contextual: measurable factors in the community that may impact the success of a prevention strategy (e.g., local direct and proxy data, community assessments, surveys, focus groups).
- Experiential: systematically gathered from multiple stakeholders who are familiar with a variety of key aspects about populations in specific settings who have knowledge about the community in which a prevention strategy is to be implemented (e.g., providers, survivors, community members, partners).
- Best available research: based on establishing an empirical link to a preventative outcome (e.g., peer-reviewed studies, randomized control trails, systematic reviews, quasi experimental designs).

❖ State and Local Evaluation Plans

[14] Understanding Evidence. (n.d.). VetoViolence. Retrieved January 9, 2024, from https://vetoviolence.cdc.gov/apps/evidence/

The organization will be required to participate in data collection and evaluation activities according to the Department's Evaluation Plan. Organizations will be required to submit data to the Department on the Scope of Work milestones and other pre-determined process and outcome measures at least quarterly. Organizational specific data and statewide aggregate data will be analyzed by the Department for completing the Centers for Disease Control and Prevention Rape Prevention and Education program Annual Progress Report.

In addition to required State evaluation activities, organizations will be required to develop a local evaluation plan. The local evaluation plan will include identifying and tracking direct and proxy measures related to sexual violence and the selected social determinant of health. Additionally, the local evaluation plan will include at least one annual activity for collecting feedback from the community of focus. This could include surveys, focus groups, or interviews. Organizations may include other additional evaluation activities to improve their capacity for data-driven decision making. To promote continuous quality improvement, organizations will be required to participate on activities related to reviewing data to improve their logic model or implementation work plan at least annually.

The Department will provide ongoing training and technical assistance in collaboration with an evaluation consultant and a training and technical assistance provider to support capacity for all evaluation activities.

IV. Administrative Requirements

A. Issuing Agency

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

B. Question and Answer Phase:

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

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

Questions of a technical nature can also be emailed to SVPrevention@health.ny.gov. **Questions are of a technical nature if they are limited to how to prepare the application (e.g., formatting, submission issues) 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 as part of the question and answer phase.

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

C. Letter of Intent/Interest (optional)

Prospective applicants are **strongly encouraged** complete and submit a letter of interest (Attachment 1). Letters of intent will help ensure that applicants receive notifications, including responses to written question. Letters of interest should be submitted to SVPrevention@health.ny.gov.

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

D. Applicant Conference

An Applicant Conference will not be held for this project.

E. How to Submit an Application

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

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

A completed application includes the following email attachments:

- Attachment 3 – Applicant Proposal Template
    - Relevant resumes (optional) (see question 5E)
- Attachment 5a – Applicant Budget Template (3 months)
- Attachment 5b – Applicant Budget Template (1 year)

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

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

1. Reject any or all applications received in response to this RFA.
2. Withdraw the RFA at any time, at HRI's sole discretion.
3. Make an award under the RFA in whole or in part.
4. Disqualify any applicant whose conduct and/or proposal fails to conform to the requirements of the RFA.
5. Seek clarifications and revisions of applications.
6. Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
7. Prior to application opening, amend the RFA specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to application opening, direct applicants to submit proposal modifications addressing subsequent RFA amendments.
9. Change any of the scheduled dates.
10. Waive any requirements that are not material.
11. Award more than one contract resulting from this RFA.
12. Conduct contract negotiations with the next responsible applicant, should HRI be unsuccessful in negotiating with the selected applicant.
13. Utilize any and all ideas submitted with the applications received.
14. Unless otherwise specified in the RFA, every offer is firm and not revocable for a period of 60 days from the bid opening.
15. Waive or modify minor irregularities in applications received after prior notification to the applicant.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offeror's application and/or to determine an offeror's compliance with the requirements of the RFA.
17. Negotiate with successful applicants within the scope of the RFA in the best interests of HRI.
18. Eliminate any mandatory, non-material specifications that cannot be complied with by all applicants.
19. Award contracts based on geographic or regional considerations to serve the best interests of HRI.

G. Term of Contract

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

Region 1 (Rest of State) **Number of total recipients: 5**			
Contract Years	**Contract Length**	**Contract Dates**	**Maximum Funds Available**
Year 1	3 months	11/1/24 to 1/31/25	$42,500
Year 2	1 year	2/1/25 to 1/31/26	$170,000
Year 3	1 year	2/1/26 to 1/31/27	$170,000
Year 4	1 year	2/1/27 to 1/31/28	$170,000
Year 5	1 year	2/1/28 to 1/31/29	$170,000
	Total: 4 years & 3 months		**Total: $722,500**

Region 2 (New York City) **Number of recipients: 2**			
Contract Years	**Contract Length**	**Contract Dates**	**Maximum Funds Available**
Year 1	3 months	11/1/24 to 1/31/25	$57,500
Year 2	1 year	2/1/25 to 1/31/26	$230,000
Year 3	1 year	2/1/26 to 1/31/27	$230,000
Year 4	1 year	2/1/27 to 1/31/28	$230,000
Year 5	1 year	2/1/28 to 1/31/29	$230,000
	Total: 4 years & 3 months		**Total: $977,500**

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

H. Payment & Reporting Requirements of Awardees

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

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

I. General Specifications

1. By signing the "Application Form" each applicant attests to its express authority to sign on behalf of the applicant.
2. Contractor will possess, at no cost to HRI or the State, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.
3. Submission of an application indicates the applicant's acceptance of all conditions and terms contained in this RFA, including the terms and conditions of the contract. Any

exceptions allowed by HRI during the Question-and-Answer Phase (Section IV.B.) must be clearly noted in a cover letter attached to the application.

4. An applicant may be disqualified from receiving awards if such applicant or any subsidiary, affiliate, partner, officer, agent or principal thereof, or anyone in its employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
5. Provisions Upon Default
    a. The services to be performed by the Applicant shall be at all times subject to the direction and control of HRI as to all matters arising in connection with or relating to the contract resulting from this RFA.
    b. In the event that the Applicant, through any cause, fails to perform any of the terms, covenants or promises of any contract resulting from this RFA, HRI shall thereupon have the right to terminate the contract by giving notice in writing of the fact and date of such termination to the Applicant.
6. Applicant must maintain an active registration in the System for Award Management (SAM) at SAM.gov, have no exclusions or delinquent federal debt.

J. HRI General Terms & Conditions

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

Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

1. **Term -** This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.

2. Allowable Costs/Contract Amount –

a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.
b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.
c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable, to the Agreement, in the performance of the Scope of Work in accordance with cost principles of the Department of Health and Human Services Grants Policy Statement (HHS GPS). To be allowable, a cost must be necessary, cost-effective and consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. Contractor shall supply documentation of such policies and procedures to HRI when requested.
d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to audit by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for three years after the final voucher is

submitted for payment. This provision includes the right for HRI to request copies of source documentation in support of any costs claimed. If an audit is started before the expiration of the 3-year period, the records must be retained until all findings involving the records have been resolved and final action taken. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

3. Administrative, Financial and Audit Regulations –

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

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

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

4. Payments -

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

- A copy of equipment policy if equipment is in the approved budget.
- Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

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

b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than sixty (60) days from termination of the Agreement. Vouchers received after the 60 day period may be paid or disallowed at the discretion of HRI.

c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.

d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.

5. Termination - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.

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

a) it has the full right and authority to enter into and perform under this Agreement;

b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices;

c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A;

d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.

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

8. **Amendments/Budget Changes –**
   a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.

   b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.

   c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

9. **Insurance –**
   a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.

   b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:

      1) Commercial General Liability (CGL) with limits of insurance of not less than $1,000,000 each Occurrence and $2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be

included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.

2) Business Automobile Liability (AL) with limits of insurance of not less than $1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than $100,000 each accident for bodily injury by accident and $100,000 each employee for injury by disease.

4) If specified by HRI, Professional Liability Insurance with limits of liability of $1,000,000 each occurrence and $3,000,000 aggregate.

c) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and

d) Be reasonably satisfactory to HRI in all other respects.

10. Publications and Conferences –

a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State Department of Health (DOH) and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: "The content of this publication (journal article, etc.) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.

b) Conference Disclaimer: Where a conference is funded by a grant, cooperative agreement, sub-grant and/or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites, "Funding for this conference was made possible (in part) by the <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

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

11. Title -

a) Unless noted otherwise in an attachment to this Agreement, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI. The Contractor agrees to expeditiously take all required actions to affect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day

period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.

b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, "Works") made, produced or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire", which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to affect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

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

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

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

15. Site Visits and Reporting Requirements -

a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, “Records”). The Records must be kept for three years after the final voucher is paid.

b) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor and inspect Records. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.

c) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

16. Miscellaneous –

a) Contractor and any subcontractors are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provisions requiring the subcontractor to pay its Employer Obligations when due. Contractor is fully responsible for the performance of any independent contractors or subcontractors.

b) This Agreement may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.

c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict, or the appearance of a conflict, with the proper discharge of Contractor’s duties under this Agreement or the conflict of interest policy of any agency providing federal funding under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict. Contractor certifies that it has implemented and is in compliance with a financial conflict of interest policy that complies with 42 CFR Part 50 Subpart F, as may be amended from time to time. Contractor acknowledges that it cannot engage in any work or receive funding from HRI until they have disclosed all financial conflicts of interest and identified an acceptable management strategy to HRI. At HRI’s request, Contractor will provide information about how it identified, managed, reduced or eliminated conflicts of interest. Failure to disclose such conflicts or to provide information to HRI may be cause for termination as specified in the Terms & Conditions of this Agreement. HRI shall provide Contractor with a copy of notifications sent to the funding agency under this Agreement.

e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent

to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.

f) All official notices to any party relating to material terms hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.

g) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.

h) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.

i) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.

j) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.

k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.

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

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

a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including by not limited to Section 474(a) of the HHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.

b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *HHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.

c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules.*

d) Contractor is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25. Contractor must maintain the accuracy/currency of the information in SAM at all times during which the Contractor has an active agreement with HRI. Additionally, the Contractor is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in information.

e) Equal Employment Opportunity – for all agreements

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

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

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

f) National Labor Relations Act (Executive Order 13496)

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

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

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

a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.

1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
5) Sections 522 and 526 of the HHS Act as amended, implemented at 45 CFR Part 84 (non-discrimination for drug/alcohol abusers in admission or treatment).

6) Section 543 of the HHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
8) HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.
9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the HHS Grants Policy Statement.

b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.

d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.

e) Criminal Penalties for Acts Involving Federal Health Care Programs - Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.

f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.

g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

h) Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42. U.S.C. 1320a-7b (b) and should be recognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) and individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) in return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than $25,000 or imprisoned for not more than five years or both.

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

j) Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42. U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.

k) Whistleblower Policy: Congress has enacted whistleblower protection statue 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, subgrantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

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

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

19. Required Federal Certifications –

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

a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

b) The Contractor is not delinquent on any Federal debt.

c) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) – Contracts for $100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also

disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

d) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.

e) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.

f) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.

g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.

h) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.

i) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/specialtopics/lep/lepguidance.pdf.

j) Equal Employment Opportunity, requires compliance with E.O. 13672 "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, “Equal Employment Opportunity”, and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

V. Completing the Application

A. Application Content

To apply for this funding opportunity, please complete all the requested information on Attachment 3.

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

A complete application must also include two budget submissions for the first 3 months of the grant and the first year (attachment 5a and 5b). Additionally, include relevant resumes (optional). Relevant resumes may include proposed program staff or management.

The following attachments must be included to apply:

- Attachment 3 – Applicant Proposal Template
    - Letter of commitment from each subrecipient
    - Relevant resumes (optional) (see question 5E)
- Attachment 5a – Applicant Budget Template (3 months)
- Attachment 5b – Applicant Budget Template (1 year)

Attachment 3 – Applicant Proposal Template

1. Cover Page (0 points)
A form is provided to serve as the cover page for the application. All requested information should be completed on this form. Application will not be scored without submission of a completed and signed cover page.

2. Executive Summary (0 points)
The purpose of this section is for the applicant to provide a brief description of their proposal.

3. Organizational Capacity (20 points)
The purpose of this section is for the applicant to describe their fit and capacity to successfully plan, implement, and evaluate their proposal.

A. Provide an **overall description of the organization** such as the mission, staffing structure, programs, prevention initiatives, and community services. Please include a description of the organization's management and operations that prioritize a trauma-informed and caring workplace.
B. Describe the organization's experience with **sexual violence, primary prevention, and community-level strategies.** Please include a description of the organization's experience with gathering input, sharing power, and decision making with survivors of sexual violence or the priority population and community of focus.
C. Describe the organization's **pay-equity** policies, practices, and/or programs.
D. Describe the organization's actions toward **anti-racist health equity**. Include information on the organizations culturally and linguistically appropriate services, efforts to improve

accessibility for all community members, and more.

4. Community Engagement and Assessment (20 points)
The purpose of this section is for the applicant to describe their experience with community engagement and knowledge of the community's needs, strengths, and resources.

A. Describe the organization's experience with **community-engagement and existing partnerships** with diverse community-based organizations. Please include a description of community coalitions, working groups, meetings, and events that the organization leads or participants in.
B. Describe the organization's experience with **gathering feedback** from the community to improve a service, program, policy, or practice. Include a description of the organization's experience gathering information on community needs, strengths, and resources.
C. Describe a variety of available **sexual violence resources** in the selected county and community of focus, particularly outside of the applicant organization. Include a description of how the organization collaborates with other available resources in the community.
D. Describe **health disparities** in the selected county and community of focus. These can be related to sexual violence health inequities or other health disparities that may be related to sexual violence (e.g., pregnancy, STD/HIV, injuries, violence, mental health, drug and alcohol abuse). Provide available quantitative or qualitative data and sources.

5. Project Narrative (30 points)
The purpose of this section is for the applicant to describe their proposal as it aligns with the RPE Program Scope of Work.

A. Provide an **overall description of the proposed project**, including the selected social determinant(s) of health, population & community of focus, and community engagement approach.
B. Demonstrate why the organization selected the **priority population and community of focus**. Describe what needs, assets and resources exist in the proposed community of focus and how they will be addressed and/or leveraged during the implementation of this project.
C. Demonstrate why the organization selected the **social determinant(s) of health.** Please demonstrate how the proposal builds upon community needs, strengths, and resources and works towards reducing health disparities within the community of focus.
D. Demonstrate why the organization selected **community engagement approach**. Describe the roles and responsibilities of key community partners in planning, implementing, and evaluating the proposal. How will community members and organizations engage in decision-making and how will the organization share power with the community? Include a description of any subrecipient organizations included in the proposal.
E. Describe the **staffing proposal** that will support and implement the project proposal and Scope of Work. Include how primary staff designated for the project and key partners/subrecipients who will be implementing the project possess the necessary skills and

competencies related to primary prevention and health equity approaches. Include a letter of commitment from each subrecipient (required). Include resumes for any currently hired staff as attachments to the application (optional).

6. Preference Points (10 points)
The purpose of this section is for the applicant to gain extra preference points for culturally specific organizations and/or implementing a youth/adult leadership team as a part of the proposal.

A. Is the applicant organization a **culturally specific organization**? If yes only, provide a justification that includes how the organization is led and staffed by a specific culture. Demonstrate how the organization has intimate knowledge of lived experience of the community of focus and how organization policies, practices, programs, and services are culturally specific.
B. Is the applicant organization planning to utilize a **youth/adult leadership team**? If yes only, describe the youth/adult leadership team including recruitment, structure, and ongoing involvement in program planning, implementation, and evaluation.

7. Budget (20 points)
Attachment 5a – Applicant Budget Template (3 months)
Attachment 5b – Applicant Budget Template (1 year)
The purpose of this section is for the applicant to provide a detailed budget narrative that supports the success of their proposal.

Funds will be awarded to seven (7) organizations across two (2) regions as outlined in the tables below. The program will be completed within four (4) years and three (3) months (11/1/24-1/31/29). The cycles are consistent with the federal fiscal year.

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

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

Region 1 (Rest of State) **Number of total recipients: 5**			
Contract Years	**Contract Length**	**Contract Dates**	**Maximum Funds Available**
Year 1	3 months	11/1/24 to 1/31/25	$42,500
Year 2	1 year	2/1/25 to 1/31/26	$170,000

Region 2 (New York City) **Number of recipients: 2**			
Contract Years	**Contract Length**	**Contract Dates**	**Maximum Funds Available**
Year 1	3 months	11/1/24 to 1/31/25	$57,500
Year 2	1 year	2/1/25 to 1/31/26	$230,000

Both budgets will be scored based on the following criteria: (20 points)

A. Did the applicant submit a complete 3-month budget template that includes a narrative justification for each item? Direct costs may include personal service, fringe benefits, space, program operations, subrecipients, consultants, travel, equipment, and other budget costs. Applicants must include funding for travel for at least two staff to Albany for a two-day training in year 1 only (see pages 18-19 in the request for application).
B. Did the applicant submit a complete 1-year budget template that includes a narrative justification for each item? Direct costs may include personal service, fringe benefits, space, program operations, subrecipients, consultants, travel, equipment, and other budget costs. Applicants must include funding for travel for at least two staff to Albany for a two-day training in year 1 only (see pages 18-19 in the request for application).
C. Do the budgets align with the Scope of Work requirements and the project proposal?
D. As required by the Centers for Disease Control and Prevention Rape Prevention and Education Program, applicant budgets MAY NOT include an indirect rate or indirect costs of greater than 5%. Did the applicant include indirect costs or an indirect rate that is between 0-5% of the total budget?

B. Application Format

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

Applications MUST NOT exceed 21 pages for the executive summary and application questions (not including the cover page, budget, and resume attachments). The value assigned to each section is an indication of the relative weight that will be given when scoring the application.

Application Section	Max page limit	Max score
Cover page	No page limit	0
Executive Summary	1 page	0
Organizational Capacity	20 pages	20
Community Engagement		20
Project Narrative		30
Preference		10
Budget	No page limit	20
Resumes (optional)	No page limit	0
Total		**100***

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

C. Review Process

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

A total of seven (7) applicants will be awarded for this funding opportunity. Five (5) applicants will be awarded based on the top scores in region 1 and two (2) applicants will be awarded based on the top scores in region 2. Only one applicant will be awarded within an eligible county. In the event of a tie score, the applicant with the highest score for the project narrative section will be awarded. A passing score of at least 65 must be received to be awarded.

- Region 1: If the Department does not receive an application from at least five (5) eligible counties, more than one applicant may be awarded in a county based on the highest score.
- Region 2: If the Department does not receive an application from at least two (2) eligible counties, more than one applicant may be awarded in a county based on the highest score.
- If the Department does not award at least seven (7) organizations who received an eligible score, the Department reserves the right to increase the amount of funds proportionally among awarded applicants.

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

- Responsiveness to all questions
- Organizational capacity
- Clarity of the proposal
- Comprehensiveness of the proposal
- Appropriateness of the proposal

- Justification for costs included in the budget.

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

VI. Attachments

Attachment 1: Letter of Interest Template
Attachment 2: RFA Overview and Checklist
Attachment 3: Applicant Proposal Template*
Attachment 4: Budget Guidelines
Attachment 5a: Application Budget Template (3 months)*
Attachment 5b: Application Budget Template (1 year)*
Attachment 6: Scope of Work
Attachment 7: Sexual Violence Risk Index
*Required attachments for application submission