



District Attorney of
New York County

Criminal Justice Investment Initiative

Request for Proposals for Trauma-Informed Abusive Partner Intervention Program

No. 010

Expires 02/24/2017

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I. Cover Sheet

A. Goal of the RFP

The goal of this Request for Proposals (RFP) is to seek an appropriate contractor to plan and implement an abusive partner intervention program (APIP) that incorporates a *trauma-informed approach*.^a The purpose of the program will be to hold abusive partners accountable and prevent re-abuse by addressing their behavior. To help ensure program effectiveness, the APIP will incorporate best practices for working with individuals who have experienced trauma, given the link between traumatic experience and subsequent perpetration of domestic violence.¹ In addition, the program will facilitate access to and support provision of *trauma-specific services* (e.g., therapy), either in-house or via referral networks, for abusive partners who wish to directly address untreated trauma. The input of survivors of intimate partner violence (IPV), as well as the safety of IPV survivors and children, are top priorities of any CJII-funded programming. The APIP should be delivered in Manhattan and serve residents of Manhattan and/or individuals who spend significant time there (e.g., work or attend school in Manhattan).

B. Timeline and Submission Instructions

1. **Release Date of RFP: November 3, 2016**
2. **Questions:** Questions about this RFP may be submitted in writing at <http://cuny-islg.fluidreview.com>. Questions and requests for clarification must be submitted by **December 2, 2016 at 11:59pm EST**.
3. Answers to all questions will be available as an addendum to this RFP by 11:59pm on **January 9, 2016**. It will be the responsibility of proposers to check the Research Foundation's website to remain up-to-date regarding all addenda issued for the current RFP. Any addenda will be posted here: <http://cjjii.org/category/opportunities/>.
4. **Proposal Due Date:** Proposal submissions are due on **February 24, 2017 at 11:59pm EST**. Proposals should be submitted via <http://cuny-islg.fluidreview.com>.
5. Failure to submit a proposal by the due date and time will result in the proposal being considered non-responsive to this RFP and not considered for award. Unless an addendum to this RFP is issued extending the due date and time, all proposals must be submitted prior to the time and date set forth above.
6. **Anticipated Contract Start Date:** Summer 2017

C. Funding and Number of Awards:

DANY anticipates total funding to be up to \$75,000 for planning and up to \$1.4 million for implementation of one trauma-informed APIP. The Planning Phase may last up to 6 months, and the Implementation Phase will last for approximately 2.5 years. Implementation funding will be contingent upon approval of the program plan developed during the Planning Phase.

Contact Information: Questions regarding RFP content should be submitted in writing at <http://cuny-islg.fluidreview.com>. Questions regarding technical difficulties should be sent to cjii@islg.cuny.edu.

^a Trauma-informed approaches to program design and delivery are more supportive than traditional programs and help avoid re-traumatization. Incorporating such approaches into an APIP may help clients, many of whom have likely experienced trauma themselves, better respond to the intervention, maximizing its effectiveness. For additional information, see *Overview* below and Appendix 4.

II. Key Terms

Abusive Partner: An individual who has committed an act or acts of domestic violence or abuse against a current or former intimate partner. Abusive partner is often used interchangeably with “offender,” “perpetrator,” “batterer.”

Abusive Partner Intervention Program (APIP): A program providing services intended to address the behavior of Abusive Partners. This term has been adopted for the purpose of this RFP. The term more commonly used nationally is Batterer Intervention Program (BIP); BIP can be used interchangeably with APIP. APIPs or BIPs are the most common approach to treatment of domestic violence crimes in the United States.² The purpose of an APIP is to hold individuals accountable by helping them understand and take responsibility for their abusive behavior; develop alternatives to using violence and control in relationships; and change the attitudes and beliefs used to justify the abuse.³ Programs vary with respect to curriculum, but most are gender-based and involve cognitive-behavioral group work with approximately 8 to 15 participants.⁴

Criminal Justice Investment Initiative (CJII): CJII was established by the New York County District Attorney’s Office in 2014 to invest approximately \$250 million^b in impactful projects that will improve public safety and promote a fair and efficient criminal justice system.

CUNY Institute for State and Local Governance (ISLG): ISLG is the technical assistance consultant to DANY for CJII. ISLG will provide input to DANY and guidance to CJII grantees throughout the lifetime of the initiative.

Domestic Violence: In the state of New York, domestic violence is defined broadly, referring to family offenses committed by and against members of the same family or household and persons who are or have been in an intimate relationship.^c This includes “persons who are or have been in an intimate relationship, even if they have never lived together, or were never related by blood or marriage, or never had a child in common. It can also include heterosexual or same-sex dating couples, including adolescents and teens.”⁵ However, most local and national domestic violence programs adhere to definitions of domestic violence that are restricted to relationships of an intimate nature, and refer to a pattern of behaviors and forms of abuse—criminal or otherwise—by the perpetrator against the survivor.

The term domestic violence is often used interchangeably with intimate partner violence or physical and/or sexual violence of special populations (e.g., elderly; children; lesbian, gay, bisexual, transgender, queer and HIV-affected [LGBTQH]). This RFP is specifically funding intimate partner violence.

Intimate Partner Violence (IPV): Intimate partner violence is defined as physical, verbal, psychological abuse and/or other forms of abusive behavior or coercive control against an individual’s current or former husband/wife or boyfriend/girlfriend, child’s mother/father, or a partner with whom an individual lives or has lived.⁶

^b These are asset forfeiture funds, derived from settlements with international banks that violated U.S. sanctions.

^c “Designated family offenses” as defined in CPL § 530.11 (1) and FCA § 812 (1).

Trauma: Individual trauma results from an event, series of events, or set of circumstances an individual experiences as physically or emotionally harmful or life threatening. Trauma can have lasting adverse effects on the individual's functioning and mental, physical, social, emotional, or spiritual well-being.⁷

Re-Traumatization: Re-traumatization occurs when an individual experiences multiple instances of trauma and is adversely affected by the impact of those experiences. Individuals suffering from the effects of a past traumatic experience are more likely to experience trauma again (i.e., re-traumatization) as a result of current stressful events.⁸ Research suggests a link between experiencing trauma and future perpetration of domestic violence.⁹ Thus because abusive partners themselves may have experienced trauma in the past, APIs should be designed and implemented with an understanding of trauma to avoid repeated traumatization.

Trauma-Informed: Organizations and practices that incorporate an understanding of the pervasiveness and impact of trauma and are designed to reduce re-traumatization and support healing and resiliency.¹⁰

Trauma-Specific: Refers to prevention, clinical intervention, or treatments designed to directly treat trauma-related symptoms, in addition to other co-occurring disorders (i.e., mental disorders and/or substance abuse) that developed during or after trauma.¹¹ The goal of trauma-specific treatment is recovery.¹²

Victim: In the criminal justice context, refers to the target of the partner's abusive behavior generally and in the specific incident contributing to a mandate to engage in an API. Victim is often used interchangeably with "survivor."

III. Overview

Despite a decrease in violent crime over the past decade in New York City,¹³ domestic violence has trended upward in recent years.^d Domestic violence, and intimate partner violence (IPV) specifically, is a complex issue. Attempts to reduce IPV rates warrant a multi-faceted approach, ranging from prevention to holding individuals accountable for their abusive behavior.

Work with abusive partners is a critical element in the broader effort to combat IPV. Abusive partner intervention programs (APIPs) aim to hold abusive partners accountable and reduce recidivism. Regarding effectiveness, there are relatively few high-quality evaluations of APIPs that assess violent recidivism, and those that do exist consistently find that these programs are ineffective or only minimally effective in reducing abuse.¹⁴ There are also significant challenges with respect to the implementation of APIPs (e.g., lack of funding and infrastructure, cultural relevance, and support from the courts¹⁵), which may also contribute to poor evaluation results. Nevertheless, many practitioners attest to the effectiveness of APIPs when the programs are implemented well and, when appropriate to the particular population(s) served, draw upon characteristics of quality APIPs.

The ways in which APIPs aim to hold abusive partners accountable and reduce recidivism vary, both nationwide and in NYC. Some APIPs focus solely on accountability and measure success based on participants' compliance with court-ordered sanctions (i.e., program attendance).^e Other APIPs require such compliance but also aim to change individuals' underlying beliefs and attitudes that lead to their abusive behavior, in turn preventing re-abuse.^f The latter is the type of program that DANY wishes to fund.

In recent years, there has been a growing focus on the impact of trauma on individuals' well-being and the need to consider this pervasive public health issue in the delivery of behavioral health and other social services. Research suggests a link between experience of childhood trauma and adversity and the perpetration of future domestic violence.¹⁶ High-quality APIPs, in turn, should integrate best practices for working with individuals who have experienced trauma into programming for abusive partners. Although the goals of these *trauma-informed* APIPs remain unchanged from traditional APIP programs, their design and delivery should incorporate approaches that are more supportive and help avoid re-traumatization.^{g,h} Such approaches aim to engage abusive partners, many of whom likely experienced trauma at one time, more effectively in programming – maximizing the effectiveness of the APIP itself. Such approaches may increase the likelihood that the abusive partner will gain insight into their behavior, develop

^d See domestic violence victim data for New York County, 2009-2015:

<http://www.criminaljustice.ny.gov/crimnet/ojsa/domestic-violence-data.html>

^e For example, see the New York Model: <http://www.nymbp.org/underlying-principals.html>.

^f Gondolf, E. W. (2015). *Gender-based perspectives on batterer programs: Program leaders on history, approach, research, and development*. Lanham, MD: Rowman & Littlefield.

^g For example, see Bloom, S. L., & Farragher, B. (2013). *Restoring sanctuary: A new operating system for trauma-informed systems of care*. OUP USA.

^h Proposers should use following guide as a general resource on the development of programs serving clients with trauma histories: Substance Abuse and Mental Health Services Administration. *SAMHSA's Concept of Trauma and Guidance for a Trauma-Informed Approach*. HHS Publication No. (SMA) 14-4884. Rockville, MD: Substance Abuse and Mental Health Services Administration, 2014.

empathy for survivors, accept responsibility for abusive behavior, respond to the intervention, and engage in meaningful and sustained behavior change. Further, given the likelihood that abusive partners have also experienced trauma themselves, it is important that the CJII-funded APIP connects clients to *trauma-specific* services (e.g., therapy) as needed so they can directly address the trauma that may have contributed to their abusive behavior.

The funding for this RFP presents a unique opportunity to develop a trauma-informed APIP that adopts a holistic and comprehensive approach to working with abusive partners by changing the justifications, attitudes, and beliefs perpetuating abuse. Current programming for abusive partners in Manhattan would benefit from additional services that draw from elements common to quality APIPs (to the extent these are appropriate to the proposed population) and incorporate best practices for working with individuals who have experienced trauma, given that many abusive partners have themselves experienced trauma. Programming that is also culturally and linguistically appropriate—particularly for groups that are under-resourced, e.g., specific racial/ethnic groups, LGBTQ-identified, immigrants, has the potential to effect real change among abusive partners and, in turn, reduce IPV recidivism in Manhattan. Lessons learned from the current effort could potentially inform future APIP implementation across New York City and beyond.

IV. Summary of the Request for Proposals

A. Purpose of the RFP

The Manhattan District Attorney’s Office (DANY) has committed to investing funds through its Criminal Justice Investment Initiative (CJII) to support impactful projects that improve public safety and promote a fair and efficient criminal justice system in New York City. Up to \$1.475 million of the CJII fund will be available to fund the Trauma-Informed Abusive Partner Intervention Program as described in this RFP.

The City University of New York Institute for State and Local Governance (ISLG) is the technical assistance consultant to the Manhattan District Attorney’s Office for CJII. ISLG will provide input to DANY and guidance to CJII grantees throughout the lifetime of the initiative. Proposals will be submitted to DANY, which makes all decisions regarding awardees, and funds will be administered through the Research Foundation of CUNY (Research Foundation).

DANY is seeking proposals from appropriately qualified vendors to plan and implement an abusive partner intervention program (APIP) incorporating trauma-informed approaches in Manhattan. The APIP should be delivered in Manhattan and serve residents of Manhattan and/or individuals who spend significant time there (e.g., work or attend school in Manhattan). Proposed programs should draw upon common elements of quality APIPs (if appropriate to the population to be served; see Appendix 3) and be based on best practices for working with individuals who have experienced trauma (see Appendix 4). Proposers may either a) adjust or enhance an existing APIP to integrate trauma-informed approaches or b) create and pilot a new program that meets the aforementioned specifications.

B. Anticipated Contract Specifications

The Manhattan District Attorney's Office anticipates awarding one contract for the planning and implementation of a trauma-informed APIP. The length of program funding will not exceed 3 years, beginning in spring 2017. The anticipated contract term will not exceed 4 years, and will include up to 1 additional year for purposes of data sharing and evaluation. Program funding will include a Planning Phase (up to 6 months) and an Implementation Phase (2.5 years). Funded applicants will be required to provide ongoing performance data (see *Section IV.D. Performance Measurement* below) to ISLG and possibly to a third-party evaluator. Funded applicants may also be required to continue providing performance data for up to one additional year beyond the period of the program funding, as part of their contracts.

The Manhattan District Attorney's Office anticipates that any agreement entered into as a result of this RFP will be with DANY as the contracting party and ISLG as DANY's agent managing the initiative. The contract template is attached as Appendix 9. In the event that the selected applicant is unable to fulfill the requirements of the contract awarded pursuant to this RFP, DANY reserves the right to have the Research Foundation enter into contract negotiations at a later date with other providers available to implement the program.

Applicants may apply independently or form partnerships with other organizations to conduct the proposed work. If an applicant engages partner organizations ("Partner Providers") in the work, the applicant will hold the primary contract awarded under this RFP. The applicant will then subcontract with the Partner Provider(s). Only one organization should serve as the official applicant and submit the proposal to DANY on behalf of the partnership/coalition that will conduct the work.

C. Anticipated Available Funding

DANY anticipates total funding for the entire program to be up to \$75,000 for planning and up to \$1.4 million for implementation of one trauma-informed APIP. The Planning Phase may last up to 6 months, and the Implementation Phase will last for approximately 2.5 years. Implementation funding will be contingent upon approval of the program plan developed during the Planning Phase.

Funding is anticipated for up to 6 months for planning (for those programs that warrant a Planning Phase) and up to 2.5 years for implementation. However, DANY acknowledges the need for flexibility to account for the variety of factors that can influence the length of the Planning and/or Implementation Phase(s).

D. Performance Measurement

The Manhattan District Attorney's Office is committed to measuring outcomes for all CJII initiatives and disseminating that information so that others may learn from and build on those outcomes. Data gathered by the contractor throughout the term will be used to adjust implementation of services. Process measures will be particularly important for helping the grantee monitor ongoing performance.

The contractor may be required to coordinate regularly with a third-party evaluator contracted by DANY to examine the effectiveness of the programs funded through this RFP. The contractor will be required to provide the independent evaluator with program and process information as requested by the evaluator and/or ISLG on a regular basis. These metrics will be finalized during the contracting phase or during the term of any contract awarded from this RFP. (See *Section VII.C. Performance Measurement* and Appendix 1 for more information about performance measurement.)

V. Anticipated Scope of Services

A. Program Description

This request seeks proposals from vendors to plan and implement one APIP incorporating trauma-informed approaches in Manhattan. The APIP should be delivered in Manhattan and serve residents of Manhattan and/or individuals who spend significant time there (e.g., work or attend school in Manhattan). Proposers may either a) adjust or enhance an existing APIP to integrate trauma-informed approaches or b) create and pilot a new trauma-informed program.

For-profits, non-profit organizationsⁱ, and governmental entities are eligible to apply, provided that they meet the other eligibility criteria defined herein. Note that asset forfeiture funds (i.e., the source of CJII funding) cannot be used to fund government staff, however.

Proposers should note that successful completion of an APIP may be a condition of a defendant's court imposed sentence. This sentence would most frequently occur as a conditional discharge attached to a negotiated plea offer, but may also occur as a court imposed sentence on either a trial conviction or top-count plea. During the Planning Phase, selected applicants will likely work in coordination with various justice system stakeholders (including DANY) to finalize the structure of the APIP, including program specifications around dosage and frequency. Program participation will be mandated for no more than 26 weeks; proposers should consider this in the design of their program. (This does not preclude a program duration longer than 26 weeks. Instead, participation in excess of 26 weeks should be voluntary.)

Proposers are encouraged to consider and incorporate relevant research and common elements of quality APIPs (see Appendix 3), to the extent these elements are appropriate for the population(s) the program will serve. The APIP will also incorporate best practices for working with individuals who have experienced trauma (see Appendix 4), an integral approach given the established link between experience of childhood trauma and subsequent perpetration of domestic violence.¹⁷ Integrating best practices for working with individuals who have experienced trauma into program design and delivery is known as *trauma-informed* programming. As a result, the CJII-funded APIP will better meet clients' needs: the APIP will be more supportive than traditional programming and help avoid re-traumatization, increasing the likelihood that abusive partners can engage, respond to the intervention, and make meaningful and sustained behavior change.

ⁱ Non-profits without 501(c)(3) status are required to have a fiscal sponsor in place upon proposal submission.

In addition, the program will provide access to *trauma-specific* services (e.g., therapy) for abusive partners who would potentially benefit from and wish to engage directly in treatment of untreated trauma. The program will be responsible for connecting APIP clients to the appropriate services (either in-house or via referral networks) for direct trauma treatment, as needed. While participation in this trauma-specific treatment is voluntary and separate from participation in the court-mandated APIP, the program will ensure clients can access high-quality trauma-specific care.

B. Populations to be Served

The focus population for participation in a trauma-informed APIP will include abusive partners who are at least 18 years old; charged with a misdemeanor or certain felony charges in an IPV case in Manhattan; and who are mandated to complete the APIP as part of a sentence or plea agreement. Clients will be referred from the Manhattan court system. The APIP should be delivered in Manhattan and serve residents of Manhattan and/or individuals who spend significant time there (e.g., work or attend school in Manhattan). See Appendix 5 for more information on the inclusion and minimum exclusion criteria for any APIP funded under this RFP.

C. Goals and Objectives

The goals and objectives of the work solicited in this RFP will help achieve CJII's goals of improving public safety and promoting a fair and efficient criminal justice system by holding abusive partners accountable for their abusive behavior and changing the justifications, attitudes, and beliefs that contribute to IPV. It is important to note that although the APIP will hold abusive partners accountable, the safety of survivors and children will be a top priority of any CJII-funded programming.

Specifically, outcomes may include, but are not limited to:

- Increased survivor safety
- Decreased IPV recidivism
- Decreased general recidivism
- Increased understanding, attitudes and beliefs surrounding abuse (e.g., regarding IPV, gender and power roles, impact on children, empathy)

Applicants should highlight how their proposals will achieve these and other goals and objectives.

VI. Deliverables

The Contractor will be required to submit regular deliverables throughout the duration of the term of any contract awarded from this RFP. Please note that deliverables, frequency, and dates are subject to negotiation. See Appendix 2 for examples of possible deliverables.

VII. Proposal Content and Format

A. Cover Letter

The cover letter should give basic information (e.g., location, contact information) about the applicant. The cover letter should also specify if the APIP is intended for a specific underserved group (e.g., a particular racial/ethnic group, LGBTQ-identified individuals, immigrants). As previously noted, proposals specific to an underserved or under-resourced focus population in Manhattan, particularly those groups for which there may be no or limited programming, are welcome, but this is not a requirement. The cover letter should be signed and dated by an authorized representative of the applicant.

B. Program Narrative

Applicants should describe in detail how they will provide the services set forth below. Applicants should specifically address the following:

1. **Program Design:** Proposers may decide to enhance an existing APIP by integrating trauma-informed approaches, or they may create and pilot a new trauma-informed APIP. All proposers should discuss the elements below as they relate to the program for which they seek funding. If adjusting an existing APIP, proposers should speak to each of these elements and explain how and to what extent they will modify these aspects to meet the new APIP requirements.
 - a. *Location and facility:* Where will the program operate? Proposers should include the location and describe their facilities (if applicable) and how these are currently used. They should also explain how the proposed APIP will utilize these locations and facilities. If the program requires securing facilities to operate the APIP, proposers should provide specifications for these plans.
 - b. *Inclusion/exclusion criteria:* What are the program-specific inclusion criteria? Are there specific abusive partner characteristics the program is designed for (e.g., age, gender)? What abusive partner characteristics will the program screen for? Are there characteristics that will preclude abusive partners from participation in the program (e.g., particular criminal history or pending charges, severe mental illness, psychopathy)? Proposers should carefully consider and build upon the minimum APIP eligibility criteria presented in Appendix 5.
 - c. *Comprehensive assessment:* Based on the program inclusion criteria, proposers should discuss their method for identification and use of assessment(s) to ensure that the appropriate abusive partners are enrolled in the program. Proposers should discuss the range of factors that contribute to and/or often co-occur with abusive behavior (e.g., adverse childhood experiences, trauma history, trauma symptoms, substance abuse, mental health, risk level) and how they will assess these, using validated tools when possible. The APIP must assess each client's trauma history and trauma symptoms to determine whether they would benefit from trauma-specific treatment (e.g., therapy) in addition to the APIP itself (see *Access to Trauma-Specific Treatment* below). Proposers should speak to which assessment(s) they plan to use (or are already using), what the tool(s) measures,

and how results will inform placement and service delivery.

With respect to the proposed program, what is the appropriate risk level, and how will the assessment results be used to make decisions about program placement? Will program delivery separate abusive partners based on risk level? Will proposers conduct any additional risk assessment(s) and/or implement other risk-related protocols specific to the population, given that clients who experienced trauma as children may be higher risk than the general abusive partner population? Will the program screen for suicidality and monitor for this on an ongoing basis? How will the program determine which clients to monitor?

Proposers should also explain the frequency with which they will reassess clients and how this information will inform decisions regarding continued eligibility and program exit. (Also, see Appendix 6 for general best practices for working with offenders.)

- d. *Models, research-based approaches, and best practices:* Explain the program model, addressing the elements listed below. Applicants should explain how their proposed model is informed by relevant research and best practices, if applicable. (Also, see Appendix 3 for common APIP program elements and Appendix 6 for best practices for working with offenders, respectively.)

- Program activities: What client-centered activities does the APIP entail (e.g., group intervention, cognitive behavioral interventions)? If the APIP uses a group model, what is the minimum and maximum group size, and why? Proposers should draw upon research on working with individuals who have experienced trauma and explain how these best practices will be infused throughout the program. If program activities for the trauma-informed APIP differ from a traditional APIP, proposers should explain how and why this is the case. For example, if planning to conduct cognitive behavioral interventions, proposers should present research and explain how this approach can be modified and used with individuals who have experienced trauma.
- Program entry: Proposers should speak to whether the program is open (i.e., clients begin participation on a staggered basis, upon mandate) or closed (i.e., clients enter and progress through the program in “cohorts”). Proposers should speak to the benefits and drawbacks of their approach to program entry and demonstrate how the approach will work in practice.
- Treatment dosage: What is the proposed length of the intervention (e.g., number of sessions, duration, frequency, and over what length of time)? Duration of each session? During the Planning Phase, selected applicants will likely work in coordination with various justice system stakeholders (including DANY) to finalize the structure of the APIP, including program specifications around dosage and frequency. Program participation will be mandated for no more than 26 weeks; proposers should consider this in the design of their program. (This does not preclude a program duration longer than 26 weeks. Instead, participation in excess of 26 weeks should be voluntary.)

Proposers should speak to the connection between proposed dosage and risk level(s) of the focus population. To what extent is there flexibility in dosage based on identified risk and need, and (if applicable) how will the program be modified so it is proportionate to the alleged crime, individual risks, and needs?

- Input from IPV survivors/survivor advocates: Proposers should speak to the extent to which IPV survivors' and/or survivor advocates' perspectives are considered to inform program design and/or, once the program is operational, to inform implementation. If survivor input will be included, proposers should discuss how they plan to elicit this information as well as how they will use it during the design and/or ongoing implementation of the APIP.

Proposers should identify any current linkages/collaborations with survivor service providers and how these will be leveraged to support their APIP (see *Section VII.D. Organizational Capacity* regarding letters of commitment).

- Culturally and linguistically appropriate programming: Proposers should explain how their services are culturally and linguistically appropriate for the population (or a specific subpopulation) of abusive partners in Manhattan. This should include identifying elements of program design that allow for flexibility and tailoring of the program approach for clients from various communities. Capacity to provide appropriate services to abusive partners from underserved groups (e.g., specific racial/ethnic groups, LGBTQ-identified, immigrants) should be addressed. Proposers should also highlight key staff members who have expertise in serving particular underserved and/or under-resourced populations.

Note that DANY is open to funding programs that are tailored to specific underserved populations, particularly those groups for whom there may be inadequate APIPs available in Manhattan (e.g., specific racial/ethnic groups, LGBTQ-identified, immigrants).

- e. *Curricula*: Will the program follow a curriculum? If so, which one, and how was it chosen (e.g., used by other programs, evaluation results suggesting effectiveness)? (See Appendix 3 on common elements of quality APIPs for further consideration.)
- f. *Numbers served*: How many clients does the program plan to serve in each year of the initiative? Is there a minimum or maximum number of individuals within this population that the program would be willing to serve? Would the program be able to expand services (e.g., offer additional groups) if the demand existed? If yes, how would the program go about doing this?
- g. *Procedures*: Proposers must describe what procedures and protocols are (or will be put) in place regarding the items listed below.
 - Coordination with DANY, defense counsel, and courts: How will program staff coordinate with each of these stakeholders?

- Court reporting: How will the program provide regular updates to the courts, DANY, and defense counsel? How frequently will the program provide updates to these entities?
- Safety and security: Proposers must include a clear, detailed explanation of safety protocols (to be finalized during the planning phase of the work). The explanation should address safety and security measures for survivors, clients, and staff.

Victim safety must be a top priority of the APIP, and proposers should describe plans to ensure survivor safety, given that survivors may have varied degrees of involvement with the program. Proposers should explain how procedures and staff would minimize risks to the survivor that are inherent in this work. Proposers should also explain the procedures and guidelines they will put in place to minimize the risk to staff and clients.

- Confidentiality: Proposers must include a clear, detailed explanation of confidentiality protocols (to be finalized during the planning phase of the work) for both clients and survivors.

Regarding clients, proposers should explain how they will uphold client confidentiality. Proposers should also outline exceptions to confidentiality (e.g., in a duty-to-warn instance, when a client makes threats to harm themselves or others) and explain what information will be shared, how information will be shared, and with whom (e.g., survivor or designated advocate, particular agencies, referral source(s)).

Regarding survivors, proposers should explain how they will uphold confidentiality of survivors. For example, how will the program notify survivors of their rights to confidentiality? How will the program keep the abusive partner from knowing if/when their survivor shares information (e.g., regarding ongoing IPV)?

- Survivor contact: To what extent will the program have contact with survivors victimized by the clients enrolled in the APIP? How will the program notify survivors of their rights to confidentiality? Proposers should explain who will perform survivor contacts, how these contacts will be performed, and what information will be shared with the survivor during such contacts. How will survivors' needs be assessed and provided for? Proposers should also describe how staff will handle different types of survivor contact (e.g., routine outreach, duty to warn, and instances when the survivor themselves initiates contact).
- Non-compliance protocols: What are the consequences when clients do not comply with program protocols? Are there graduated responses to instances of non-compliance? If so, explain. What steps will be taken to reduce the number of abusive partners who drop out of the program and to ensure program completion? The proposer should speak to their willingness and ability to interface with the court system, drawing upon relevant experience if possible.

- Client recidivism: How will the program deal with instances of client recidivism (IPV and non-IPV) while enrolled in the program?
 - Mental health emergencies: What procedures will the program have in place in the event of a mental health emergency?
- h. *Coordinated services*: How will the program make referrals to other services needed by the client, when appropriate? Proposers should speak to established connections with other service providers in Manhattan (and possibly other boroughs, based on service location) to whom they may refer clients based on particular needs (e.g., substance abuse, mental health, employment services). Proposers should provide letters of commitment from other service providers with whom they have established connections (see *Section VII.D. Organizational Capacity* regarding letters of commitment).

Proposers should address the trauma-specific treatment separately (see *Access to Trauma-Specific Treatment* section below).

2. Sustainability

Proposers should consider program sustainability in planning and roll-out of the APIP. In presenting components and activities included in the program, applicants should address steps they will take to facilitate sustainability following the end of grant funding. Proposers may discuss the types of partner organizations they believe might want to associate with and/or interact with this program, with regard to increasing the overall effectiveness or impact of the program.

3. Access to Trauma-Specific Treatment

In addition to the trauma-informed APIP, an important aspect of this program will be to provide trauma-specific services (e.g., therapy) either in-house or via referral to subcontractor(s) for abusive partners who have a need for and wish to engage in this treatment. (See more about the distinction between the trauma-informed APIP and optional trauma-specific treatment in Appendix 4.) Proposers should speak to how these services would be made available in coordination with the proposed trauma-informed APIP. Would it involve having an in-house clinician(s) who can provide these services as needed? Or, would the program draw upon established links with providers and ensure that clients are aware of and engaged in these services when they wish to take advantage of them? If proposers intend to refer clients to external providers for trauma-specific treatment, they are encouraged to provide letters of support/commitment from those providers (see *Section VII.D. Organizational Capacity*).

Proposers should also speak to the key staff delivering this treatment as well as the training and experience they have working with abusive partners and individuals who have experienced trauma. Proposers should explain how they will identify clients who would benefit from these services (e.g., use of particular assessments). Also, they should provide some examples of modalities for use with such a population and how services would be tailored to fit individuals' needs.

Costs related to providing trauma-specific treatment, whether in-house or by partners/subcontractors, should be included in the applicant's program budget. Proposers should also state their assumptions regarding the number/proportion of APIP clients who may participate in trauma-specific treatment, based on past experience if possible.

The Program Narrative should not exceed 15 pages (double spaced), including any tables and/or charts.

C. Performance Measurement

Applicants should present their current capacity and proposed methods for collecting performance data (see Appendix 1 for more information on performance measurement). All selected applicants will be required to provide data on performance measurement to ISLG and/or the initiative's third-party evaluator. Initial metrics will be finalized during the contracting phase and may be subject to change during the grant term, after discussion among all parties, based on programmatic implementation concerns, availability of data, and/or research needs.

As part of the application, applicants should provide the following information:

1. Clearly articulated goal(s) that are broken down into objective(s) (see Exhibit 1 in Appendix 1);
2. Anticipated process, output, and outcome measures for each objective for each quarter (sample information is included in Exhibit 1 in Appendix 1 only as an example);
3. Methods of data collection (any costs related to data collection/analysis should be incorporated in the budget and explained in the budget narrative); and
4. Challenges associated with data collection and reporting (e.g., lack of expertise or software) and the way the applicant plans to address them.

Applicants who lack capacity for performance measurement and data collection may be offered assistance by ISLG to comply with this funding requirement.

The Performance Measurement section should not exceed 3 pages (double-spaced) total, including the table in Exhibit 1 in Appendix 1.

D. Organizational Capacity

Applicants should describe their organizational (i.e., technical, managerial, and financial) capacity to perform the work set forth in *Section VII.B*. Applicants should also identify any area (e.g., technical, managerial, financial; connecting with referral sources; developing partnerships) where capacity building assistance from ISLG or another entity could be helpful (e.g., developing operational plans; performance measurement and/or evaluation design). Applicants are encouraged to request this assistance so as to improve the implementation of CJII.

Applicants should specifically address the following:

1. Resources that the applicant would use to provide the services, including number of all permanent full-time staff members, facilities, volunteers, and technology (if applicable).

2. Basic information about any Partner Providers/subcontractors (if applicable), including a description of their role in the proposed program/approach. For what portion of the program/approach would the subcontractor(s) be responsible? Refer back to the Program Narrative, as appropriate
3. Identify any partnerships with other service providers (e.g., community-based organizations, religious institutions, schools) and describe the nature of the partnerships. These may include service providers/advocates, consultants, trainers, providers of trauma-specific treatment, other service providers to whom they will refer clients based on need (e.g., mental health, substance abuse), etc.
4. Letters of support/commitment from city agencies, consultants, subcontractors, and/or other funders, as appropriate. Letters should be addressed to DANY and submitted as a single file in the CJII Application Portal. Proposers should note that DANY cannot provide letters of support for this program.
5. A copy of the applicant's latest audit report or certified financial statement, or a statement as to why no report or statement is available.
6. Areas in which training and technical assistance may be needed (e.g., connecting with referral sources, record-keeping/data collection, trauma-informed approaches). *Applicants are encouraged to request this assistance so as to improve the implementation of CJII.* CJII funds may be made available to provide training and technical assistance if necessary.

The Organizational Capacity section should not exceed 8 pages (double-spaced) total, excluding letters of support/commitment or the applicant's latest audit report or certified financial statement.

E. Experience

Describe the successful relevant experience of the proposer, each proposed subcontractor or consultant (if any), and the proposed key staff in providing the work described in *VII.B Program Narrative* above. Specifically, address the following:

1. Explain how the proposer's current and/or previous work is relevant, and how this knowledge and experience will be leveraged in the planning and implementation of the APIP. How does the proposed program related to the applicant's overall mission and services?
2. Indicate the length of time the applicant has a) been in operation and b) provided services relevant to this RFP.
3. Detail the proposer's specific experiences working with abusive partners and/or survivors of IPV.
4. Indicate the number of clients that the applicant has served for similar services in the previous calendar year.
5. List the key program staff and the role(s) each will fill. What are the qualifications for staff in each role? How are key staff supported? To what extent do staff members have training and experience working with abusive partners, individuals who have experienced trauma, and survivors of IPV? Do staff have experience recognizing and responding to adults with past traumatic experiences? What additional training (if any) will key staff need to deliver the proposed program?

6. Describe the proposer's experience in the design (and evaluation, if applicable) of programming and services for abusive partners.
7. Include a list of potential subcontractors (if applicable) and how they will contribute to the work outlined in the proposal.
8. Attach resumes of the key staff who will perform the work.

The Experience section should not exceed 8 pages (double-spaced) total, excluding resumes of key staff.

F. Program Budget

Applicants should provide a budget outlining their proposed use of funding to achieve the goals of the proposed program and overarching goals of the Trauma-Informed Abusive Partner Intervention Program. The budget should include a proposed breakdown of funds for the Planning and Implementation Phases, broken out by year. Funding is anticipated for up to 6 months for planning and up to 2.5 years for implementation. However, DANY acknowledges the need for flexibility to account for the variety of factors that can influence the length of the Planning and/or Implementation Phase(s).

The budget should include only the funding requested through this RFP, and not the entire costs needed to operate a program (i.e., if this funding would support only a portion of the costs needed to implement the proposed program/approach). A sample budget form is included in Appendix 7. The budget form is included only as an example; applicants may submit budgets in a different format, but their budgets should include at least the sections and information identified in the sample budget form.

This solicitation does not specify a maximum allowable rate or maximum amount for administrative or indirect expenses, but the preferred rate is 17% or below. The applicant should provide justification for the budget and any rate(s) requested, and consider that contract awards will be made to the applicants whose proposals are determined to be the most advantageous by the evaluation team, taking into consideration the price and such other factors and criteria as are set forth in the RFP (see *Section VIII. Proposal Evaluation and Contract Award*).

G. Program Budget Narrative

Applicants should provide a budget narrative that corresponds to the budget. Applicants should describe funding needs on an annual basis over the length of the funding period (funding may vary by year). The Program Budget Narrative should link the proposed costs to the proposed program components and activities and outline any assumptions on which the corresponding budget is based.

The Program Budget Narrative should not exceed 3 pages (double-spaced) total, including any tables and/or charts.

H. Fiscal Sponsorship Documentation (if applicable)

As noted, for-profits, non-profits, and government agencies are eligible to apply. Non-profits without 501(c)(3) status are required to have a fiscal sponsor in place upon proposal submission.

In such instances, applicants should state the name of the fiscal sponsor; outline the responsibilities of the fiscal sponsor; and outline their obligations to the fiscal sponsor. Applicants should also submit any fiscal sponsorship agreement. If the applicant has a fiscal sponsor, any fees charged by the sponsor should be included and clearly labeled in the budget.

I. Proposal Formatting and Length Requirements

Applicants should adhere to the following formatting requirements:

- All submissions should be double-spaced, using standard 12-point font (Times New Roman is preferred) with 1-inch margins.
- Charts, figures, footnotes, endnotes, and references do not need to be double-spaced.
- Pages should be paginated.
- Length:
- The Program Narrative (*Section VII.B*) should not exceed 15 pages (double-spaced), including any tables and/or charts. Only the first 15 pages of the Program Narrative will be read and scored by the evaluation team.
- The Performance Measurement section (*Section VII.C*) should not exceed 3 pages (double-spaced) total, including the table in Exhibit 1 in Appendix 1. Only the first 3 pages of the Performance Measurement section will be read and scored by the evaluation team.
- The Organizational Capacity section (*Section VII.D*) should not exceed 8 pages (double-spaced) total, excluding letters of support/commitment or the applicant's latest audit report or certified financial statement. Only the first 8 pages of the Organizational Capacity section will be read and scored by the evaluation team.
- The Experience section (*Section VII.E*) should not exceed 8 pages (double-spaced) total, excluding resumes of key staff. Only the first 8 pages of the Experience section will be read and scored by the evaluation team.
- The Program Budget Narrative (*Section VII.F*) should not exceed 3 pages, including any tables and/or charts (double-spaced). Only the first 3 pages of the Program Budget Narrative will be read and scored by the evaluation team.
- Other sections of the submissions are not restricted by length.
- Proposals should not contain hyperlinks. All relevant information should be in the body of the proposal itself. Reviewers will not visit external websites when evaluating proposals.

VIII. Proposal Evaluation and Contract Award

A. Evaluation Procedures

All proposals accepted by DANY will be reviewed to determine whether they are responsive or non-responsive to the requisites of this RFP. Proposals that are determined by DANY to be non-responsive may be rejected. An evaluation team, selected by DANY, will evaluate and rate proposals based on the evaluation criteria described below. DANY reserves the right to conduct site visits and/or interviews and/or to request that applicants make presentations and/or demonstrations, as they deem applicable and appropriate. Although the evaluation team may conduct discussions with applicants submitting acceptable proposals, DANY reserve the right to award contracts on the basis of initial proposals received, without discussions; therefore, the

applicant's initial proposal should contain its best technical and price terms. A formal background check to assess the technical capacity, financial capacity, and operational integrity will be performed on applicants and subcontractors selected to receive funding through this RFP. DANY will be responsible for making all funding decisions.

DANY reserves the right to fund zero, one, or multiple applicants, based on the proposals received in response to this RFP.

B. Evaluation Criteria

The following evaluation criteria will be used to identify the winning proposal:

- Quality of program description – 50%
- Level of organizational capacity – 20%
- Prior relevant experience – 25%
- Budget narrative – 5%

Total = 100%

C. Basis for Contract Award

The contract award will be made to the applicant whose proposal is determined to be the most advantageous, taking into consideration the price and such other factors and criteria as are set forth in the RFP (see *Section VIII.B. Evaluation Criteria*) and outlined above. Contract awards shall be subject to the timely completion of contract negotiations between DANY and the selected applicants. Implementation Phase funding will be contingent upon approval of the program plans developed during the Planning Phase.

IX. Appendices

Appendix 1: Performance Measurement

The Manhattan District Attorney’s Office is committed to measuring outcomes for all CJII initiatives and disseminating that information so that others can learn from and build on those outcomes.

As part of the application, applicants should provide the following information:

- Clearly articulated goal(s) that are broken down into objective(s) (see Exhibit 1 below; sample information is included in Exhibit 1 only as an example);
- Anticipated process, output, and outcome measures for each objective for each quarter for the first year of the Implementation Phase (sample information is included in Exhibit 1 below only as an example);
- Methods of data collection (any costs related to data collection/analysis should be incorporated in the budget and explained in the budget narrative); and
- Challenges associated with data collection and reporting (e.g., lack of expertise or software) and the way the applicant plans to address them.

Applicants who lack capacity for performance measurement and data collection may be offered assistance by ISLG to comply with this funding requirement.

Exhibit 1. Performance Measurement Plan

Goal	Objective	Process Measure & Target	Output Measure & Target	Outcome Measure & Target	Data Source(s)
Goal #1: Reduce rates of IPV	1a) Reduce IPV recidivism among former abusive partners	1a) Q1: Satisfaction in the program: High	1a) Q1: Number of participants engaged in program: 15	1a) Q1: One-year rate of IPV recidivism: 25%	Program data; Victim self-reports; NYPD
		1a) Q1: Attendance rate in program: 90%			
		1a) Q2: Etc.	1a) Q2: Etc.	1a) Q2: Etc.	
		1a) Q3: Etc.	1a) Q3: Etc.	1a) Q3: Etc.	
	1a) Q4: Etc.	1a) Q4: Etc.	1a) Q4: Etc.		
	1b)	1b) Q1: (Quarter 1) 1b) Q2: Etc.	1b) Q1: 1b) Q2: Etc.	1b) Q1: 1b) Q2: Etc.	
List goal #2					
Etc.					

Appendix 2: Deliverables

The contractor would be required to submit regular deliverables throughout the term (see table below for examples). Please note that deliverables, frequency, and dates are subject to negotiation.

Exhibit 2. Examples of Deliverables for APIP Grantee

#	Name	Description	Frequency/Due Date
1	Program Plan	Detailed plan for program roll-out based on research and planning undertaken during the planning phase. Based on research and planning work, the program plan may vary slightly from the original proposal.	End of planning phase
2	Client list with individual-level data	List of APIP clients, to include the following information: <ul style="list-style-type: none"> • Date arrested • Date enrolled in APIP • Charge type(s) • Client demographics, such as race, gender and age • Risk assessment outcome • Offense and sentence • Services provided • Length of participation in program 	Quarterly
3	Operational costs status report	Financial reports	Twice a year
4	Service coordination report	Report on outreach / referrals to services not provided through the APIP program and the frequency of using those services	Quarterly
5	Implementation report	Report on challenges to implementing and growing the program; status of solutions	Quarterly

Appendix 3: Common Elements of Quality APIPs

In response to the current RFP, proposers must describe in detail the design of their APIP. There are a number of resources that may provide useful programmatic guidelines on work with abusive partners. This appendix outlines some of the common elements of a quality APIP. Proposers are encouraged to consider drawing upon these elements in the design and/or enhancement of their program, to the extent that the items are appropriate for the population(s) served).

- Raising awareness/educating about the full range of abusive and controlling behaviors
- Confronting and reducing denial and other defense mechanisms
- Identifying the role of male socialization and privilege in abuse and control
- Identifying their own patterns of abuse and control
- Identifying their pro-abuse belief systems/ justifications for being abusive
- Becoming accountable and practicing accountability in their day to day lives
- Empathy building—understanding and acknowledging the negative impact of their abuse and control on their partner, their children, and others
- Making amends—repairing what damage they can
- Identifying alternative pro-social beliefs
- Increasing self-awareness
- Improving self-management
- Practicing pro-social relational skills
- Understanding the impact of exposure to domestic violence on children¹⁸

More broadly, there are a number of resources that speak to aspects of effective programs. For example, the New York City Coalition on Working with Abusive Partners (CoWAP), which consists of practitioner-leaders in the domestic violence field, developed a set of core principles¹⁹ that could inform program development and/or refinement:

- Safety for survivors and children is always the first priority.
- Respect for all parties should be demonstrated in all interactions.
- The voices and needs of survivors, abusive partners and children must be considered in all interventions.
- Differential assessment is required in order to identify the specific needs of all parties involved: abusive partners, survivors and children.
- An appropriate range of interventions should be designed and implemented by professionals with domestic violence expertise.
- Abusive partners must be held accountable for their behavior.
- Interventions should be available and accessible to all abusive partners who request them.
- Efforts at changing abusive behavior on the part of the abuser should be encouraged and supported.

- Cultural competence/sensitivity and appropriate language is critical to effective interventions.
- All systems involved with abusive partners should work collaboratively.
- Intervention services should have in place effective systems for evaluation.

In addition, a panel of national experts, convened by the Family Violence Prevention Fund and the National Institute of Justice, also identified key elements of a model APIP (they refer to these as batterer intervention programs [BIPs]).²⁰ Activities listed include:

- Partnering with other individuals and organizations to enhance accountability and offer a range of services.
- Working closely with court and probation to monitor court-ordered referrals to BIPs.
- Creating a solid program infrastructure, which includes having ongoing training and supervision of staff and implementing policies that are consistent with best practices.
- Developing coordinated community responses that go beyond legal sanctions.
- Shaping interventions and programs based on input from adult survivors and children.
- Using risk assessment and risk management to provide more effective interventions for individual men who batter.
- Engaging men early in their role as parents and partners.

There is clear overlap in the above lists, developed by experts in working with abusive partners. These guidelines should be used to inform development or refinement of the APIP funded by CJII.

Appendix 4: Trauma-Related Services

In recent years, there has been a growing focus on the impact of trauma on individuals' well-being and the need to consider this pervasive public health issue in the delivery of behavioral health and other social services. Research suggests a link between experience of childhood trauma and perpetration of future domestic violence.²¹ Given this, the current RFP seeks proposals for a "trauma-informed" APIP. In addition, proposers are required to provide access to "trauma-specific" treatment (e.g., therapy, either in-house or via referral networks) that is separate from the APIP. While the APIP itself will be court-mandated, engagement in trauma-specific treatment will be voluntary. Here we provide further explanation of the terms "trauma-informed" and "trauma-specific," explain how they are different, and how they both pertain to the current RFP.

Trauma-Informed Services

First and foremost, this RFP seeks proposals for an APIP that is trauma-informed. Trauma-informed programs and services are developed based on an understanding of trauma and the potential aspects of programming that could re-traumatize the individual. Trauma-informed service creates a safe context, gives power back to the individual, and respects the individual. This approach enables clients to manage their trauma symptoms so that they can engage in and benefit from the programming at hand.²² Proposers should demonstrate their understanding of best practices for working with individuals who have experienced trauma in their broader plan for APIP design or enhancement.

Adopting a trauma-informed approach to APIP design and implementation will help increase program efficacy by providing services that are responsive to abusive partners' needs, many of whom previously experienced traumatic events. Trauma-informed approaches are broad and can be implemented across the board, e.g., with all abusive partners in a program. The goals of a trauma-informed APIP remain the same as traditional programs, but content will be presented and activities conducted in a manner such that individuals who have experienced trauma may be more receptive and likely to engage in programming. Such approaches may increase the likelihood that the abusive partner will gain insight into their behavior, develop empathy for survivors, accept responsibility for abusive behavior, respond to the intervention, and engage in meaningful and sustained behavior change.

One valuable resource is a guide, published by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA), intended to inform development of programs serving clients with trauma histories.²³ SAMHSA presents key assumptions in a trauma-informed approach that will be useful in abusive partner programming. For example, the guide outlines six key principles of a trauma-informed approach:

- Safety within the physical setting of the program
- Trustworthiness and transparency between the organization, client, and family members
- Peer support
- Collaboration and mutuality
- Empowerment, voice and choice, where staff work as facilitators and support clients in cultivating self-advocacy

- Cultural, historical, and gender issues are considered, and services are culturally responsive

In addition, staff at every level of the system or organization must:

- realize the widespread impact of trauma and how it can impact individuals as well as families, groups, and communities
- recognize the signs of trauma in clients, families, staff, and others involved with the system
- respond by applying trauma-informed principles to all policies, procedures, and practices
- resist re-traumatization of clients as well as staff

Proposers should demonstrate how these principles and practices, as well as other related research, have been thoughtfully integrated into their APIP design.

Trauma-Specific Services

The primary focus of this RFP is to fund an APIP that is trauma-informed, with the goal of holding abusive partners accountable and addressing their abusive behavior. However, it is important that the APIP also provide access to services that directly treat the trauma itself – these are known as trauma-specific services. Proposed APIPs are required to provide access to trauma-specific services (e.g., therapy), which can be delivered either in-house or by other providers with whom they establish subcontracts. The APIP must make clients aware of and provide access to these services based on clients' desire and demonstrated need. Unlike the mandatory participation in the trauma-informed APIP, engaging in trauma-specific services is voluntary yet may be invaluable for many APIP clients.

More specifically, the goal of trauma-specific treatment is recovery.²⁴ Such services aim to reduce symptoms, promote healing, and teach relevant coping skills through psychological empowerment, mind-body, and other modalities. Treatment dosage and modalities used will vary by client and depend on factors such as type of trauma experienced and the client's own characteristics. There are many different trauma-specific modalities that have shown to be effective or are promising in nature and warrant further research. These include, but are not limited to, Eye Movement Desensitization and Reprocessing for Adults (EMDR), Cognitive Processing Therapy (CPT), Narrative Exposure Therapy (NET), Prolonged Exposure Therapy for PTSD for Adults (PE), Cognitive Behavioral Therapy for Acute Stress Disorder, and Seeking Safety for Adults.

Proposers should speak to how APIP staff will provide clients with access to trauma-specific care, based on client willingness and need.

Appendix 5: Eligible APIP Population

This RFP seeks to fund a trauma-informed APIP in Manhattan. This appendix describes the criteria that will be used to determine whether individuals are eligible to participate in the APIP funded under this RFP. In developing proposals, proposers should consider the criteria presented here.

Inclusion Criteria

The APIP will serve abusive partners who are:

- at least 18 years old
- charged with a misdemeanor or certain felony charge(s) in an IPV case in Manhattan
- mandated to complete the APIP and referred by the Manhattan court system^j

Exclusion Criteria

The minimum exclusion criteria for the APIP funded under this RFP include:

- Serious mental illness / psychopathy
- Active addiction / immediate need for substance abuse treatment
- The *current* arrest charge or conviction is for:
 - A violent felony
 - Strangulation/criminal obstruction of breathing
 - Any article 130 offense (sex crime)
 - Weapons possession
- Any *prior* convictions exist for:
 - A violent felony
 - Strangulation/criminal obstruction of breathing
 - Any article 130 offense (sex crime)
 - Weapons possession
 - Stalking
 - Criminal Contempt
 - Witness Tampering
 - Any prior article 730 adjudication

Proposers are encouraged to address the inclusion and exclusion criteria in the *Program Narrative* section of their submission. Proposers should note that the eligibility criteria outlined in this RFP represent the *minimum* criteria, which may be further refined based on their respective program design.

Proposers may, but are not required to, propose programs that are tailored to specific underserved populations, particularly those groups for whom there may be inadequate APIPs available in Manhattan (e.g., specific racial/ethnic groups, LGBTQ-identified, immigrants). Regardless, the basic eligibility and exclusionary criteria should be upheld. Proposed program designs should also be informed by literature on the service population(s).

^j Proposers should note that successful completion of an APIP may be a condition of a defendant's court imposed sentence. This sentence would most frequently occur as a conditional discharge attached to a negotiated plea offer, but may also occur as a court imposed sentence on either a trial conviction or top-count plea.

Eligibility and exclusionary criteria will be finalized during the contracting phase and may be subject to change during the grant term, after discussion among DANY, contractors, and system and community partners, based on programmatic implementation, crime and arrest trends, research findings, and/or other relevant factors.

Appendix 6: Best Practices for Working with Offenders

Decades of research have demonstrated support for the core principles of offender rehabilitation: risk, need, and responsivity (RNR).²⁵ Development of any offender intervention, including those for abusive partners, should consider the offenders' risk level (e.g., medium or high), their multiple needs (e.g., substance abuse, unemployment), and responsivity (i.e., to cognitive-behavioral approaches that help change offenders' attitudes, beliefs, and behaviors).²⁶ Regarding the latter, varied populations (youth, individuals who have experienced trauma, etc.) may necessitate use of specific curricula to best meet offenders' needs and maximize program effectiveness.²⁷

Recent efforts have been made to apply RNR principles to AIPs, including the Correctional Service of Canada's Model (mandated for all incarcerated male offenders assessed as being at moderate or high continued risk for being in abusive relationships)²⁸ and Colorado's model (involving individualized treatment of high and low-risk offenders and treatment plans based on individuals' criminogenic needs).²⁹ Although these programs appear promising, full-scale evaluations of their effectiveness have not yet been conducted. Nevertheless, applicants who are seeking funding for either type of APIP should consider this body of research to demonstrate how the proposed services are best suited for the population(s) of interest specified by DANY.

Appendix 7: Sample Budget Form

The budget form in Exhibit 3 is included only as an example. Applicants may submit budgets in a different format, but their budgets should include at least the sections and information identified in Exhibit 3.

Exhibit 3. Sample Budget Form

Budget Category	Per unit cost	FTE*	Planning	Year 1	Year 2	Year 3	Year 4	TOTALS
Program Director								
Other Program Staff (1)								
Other Program Staff (2)								
Other Program Staff (etc)								
Total Personnel			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Non-Personnel Expenditures (1)								
Other Non-Personnel Expenditures (2)								
Total Non-Personnel			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Subtotals</i>			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Indirect Costs**</i>								
Total			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*FTE - Include percentages for personnel who are not 100% funded under this initiative. For example, the Program Director for all courses may only dedicate 15% of time to the program or approach.

**Denote the percentage IDC used

Appendix 8. References

- ¹ Marshall, A.D., Robinson, L.R., and Azar, S.T., (2011). Cognitive and Emotional Contributors to Intimate Partner Violence Perpetration Following Trauma *Journal of Traumatic Stress* 24(5), 586-590. <http://doi.org/10.1002/jts.20681>
- Reavis, J. A., Looman, J., Franco, K. A., & Rojas, B. (2013). Adverse childhood experiences and adult criminality: how long must we live before we possess our own lives? *The Permanente Journal*, 17(2), 44–48. <http://doi.org/10.7812/TPP/12-072>.
- Whitfield, C.L., Anda, R.F., Dube, S.R., Felitti, V.J., (2003). Violent Childhood Experiences and the Risk of Intimate Partner Violence in Adults: Assessment in a Large Health Maintenance Organization *Journal of Interpersonal Violence*, 19(2), 166-85. <http://doi.org/10.1177/0886260502238733>
- ² Mills, L. G., Barocas, B., & Ariel, B. (2013). The next generation of court-mandated domestic violence treatment: a comparison study of batterer intervention and restorative justice programs. *Journal of Experimental Criminology*, 9(1), 65–90. <http://doi.org/10.1007/s11292-012-9164-x>
- ³ Gondolf, E. W. (2011). The weak evidence for batterer program alternatives. *Aggression and Violent Behavior*, 16, 347-353.
- ⁴ Gondolf, E. W. (2015). *Gender-based perspectives on batterer programs: Program leaders on history, approach, research, and development*. Lanham, MD: Rowman & Littlefield.
- Price, B., & Rosenbaum. (2009). Batterer intervention programs: A report from the field. *Violence and Victims*, 24, 757–769.
- ⁵ New York State Office for the Prevention of Domestic Violence. (2009). “Expanded Access to Family Court Law.” Retrieved from www.opdv.state.ny.us
- ⁶ Ibid.
- ⁷ Substance Abuse and Mental Health Services Administration. *SAMHSA’s Concept of Trauma and Guidance for a Trauma-Informed Approach*. HHS Publication No. (SMA) 14-4884. Rockville, MD: Substance Abuse and Mental Health Services Administration, 2014.
- ⁸ Kammerer, N., & Mazelis, R. (2012). *Trauma and retraumatization*. Rockland, MD: Substance Abuse and Mental Health Services Administration.
- ⁹ Marshall, A.D., Robinson, L.R., and Azar, S.T., (2011). Cognitive and Emotional Contributors to Intimate Partner Violence Perpetration Following Trauma *Journal of Traumatic Stress* 24(5), 586-590. <http://doi.org/10.1002/jts.20681>
- Reavis, J. A., Looman, J., Franco, K. A., & Rojas, B. (2013). Adverse childhood experiences and adult criminality: how long must we live before we possess our own lives? *The Permanente Journal*, 17(2), 44–48. <http://doi.org/10.7812/TPP/12-072>.
- Whitfield, C.L., Anda, R.F., Dube, S.R., Felitti, V.J., (2003). Violent Childhood Experiences and the Risk of Intimate Partner Violence in Adults: Assessment in a Large Health Maintenance Organization *Journal of Interpersonal Violence*, 19(2), 166-85. <http://doi.org/10.1177/0886260502238733>
- ¹⁰ National Center on Domestic Violence, Trauma, and Mental Health. (2013). *Thinking about trauma in the context of DV advocacy: An integrated approach*. Adapted from Harris and Fallot, 2001.
- ¹¹ Substance Abuse and Mental Health Services Administration (SAMHSA). (2014). *Trauma informed care in behavioral health services: A treatment protocol (TIP) SERIES 57*. HHS Publication No. (SMA) 14-4816. Rockville, MD.
- ¹² Yatchmenoff, D. (n.d.). *Intro to Trauma Informed Care*. Retrieved from <http://traumainformedoregon.org/wp-content/uploads/2014/10/Intro-to-Trauma-Informed-Care.pdf>
- ¹³ New York State Division of Criminal Justice Services. (2016, Aug 4). *New York State Gun Involved Violence Elimination (GIVE) Initiative crime, arrest, and firearm activity report*. Retrieved from <http://www.criminaljustice.ny.gov/crimnet/ojsa/greenbook.pdf>
- ¹⁴ Babcock, J. C., Canady, B., Graham, K. H., & Schart, L. (2007). The evolution of battering interventions: From the Dark Ages into the Scientific Age. In J. Hamel & T. Nicholls (Eds). *Family Therapy for Domestic Violence: A Practitioner’s Guide to Gender-Inclusive Research and Treatment*. (pp. 215-244). NY: Springer.

Feder, L., & Wilson, D. B. (2005). A meta-analytic review of court-mandated batterer interventions programs: Can courts affect abusers' behavior? *Journal of Experimental Criminology*, 1, 239-262; Klein, A. (2009). "Practical Applications of Current Domestic Violence Research." *NIJ Special Report*, June 2009, US Department of Justice.

Labriola, M., Rempel, M., and Davis, R. C. 2005. *Testing the Effectiveness of Batterer Programs and Judicial Monitoring: Results from a Randomized Trial at the Bronx Misdemeanor Domestic Violence Court*. Report submitted to the National Institute of Justice. New York: Center for Court Innovation.

¹⁴ Aldrich, L., & Arean, J. C. (2015, October). *The state of abusive partner intervention services*. Presentation at the Domestic Violence Intervention: Creating NYC's Blueprint for Working with Abusive Partners conference, New York, NY.

¹⁵ Aldrich, L., & Arean, J. C. (2015, October). *The state of abusive partner intervention services*. Presentation at the Domestic Violence Intervention: Creating NYC's Blueprint for Working with Abusive Partners conference, New York, NY.

¹⁶ Marshall, A.D., Robinson, L.R., and Azar, S.T., (2011). Cognitive and Emotional Contributors to Intimate Partner Violence Perpetration Following Trauma *Journal of Traumatic Stress* 24(5), 586-590. <http://doi.org/10.1002/jts.20681>

Reavis, J. A., Looman, J., Franco, K. A., & Rojas, B. (2013). Adverse childhood experiences and adult criminality: how long must we live before we possess our own lives? *The Permanente Journal*, 17(2), 44-48. <http://doi.org/10.7812/TPP/12-072>.

Whitfield, C.L., Anda, R.F., Dube, S.R., Felitti, V.J., (2003). Violent Childhood Experiences and the Risk of Intimate Partner Violence in Adults: Assessment in a Large Health Maintenance Organization *Journal of Interpersonal Violence*, 19(2), 166-85. <http://doi.org/10.1177/0886260502238733>

¹⁷ Marshall, A.D., Robinson, L.R., and Azar, S.T., (2011). Cognitive and Emotional Contributors to Intimate Partner Violence Perpetration Following Trauma *Journal of Traumatic Stress* 24(5), 586-590. <http://doi.org/10.1002/jts.20681>

Reavis, J. A., Looman, J., Franco, K. A., & Rojas, B. (2013). Adverse childhood experiences and adult criminality: how long must we live before we possess our own lives? *The Permanente Journal*, 17(2), 44-48. <http://doi.org/10.7812/TPP/12-072>.

Whitfield, C.L., Anda, R.F., Dube, S.R., Felitti, V.J., (2003). Violent Childhood Experiences and the Risk of Intimate Partner Violence in Adults: Assessment in a Large Health Maintenance Organization *Journal of Interpersonal Violence*, 19(2), 166-85. <http://doi.org/10.1177/0886260502238733>

¹⁸ Huffine, C. (2015, October). *Differential assessment: Training for practitioners on practical applications*. Presentation at the Domestic Violence Intervention: Creating NYC's Blueprint for Working with Abusive Partners conference, New York, NY.

¹⁹ Coalition on Working with Abusive Partners. (2015). *Core principles for working with abusive partners*. Retrieved from <http://cowapnyc.weebly.com/core-principles.html>

²⁰ Carter, L. S. (2009). *Batterer intervention: Doing the work and measuring the progress. A report on the December 2009 experts roundtable*. Washington, D.C.: Family Violence Prevention Fund.

²¹ Marshall, A.D., Robinson, L.R., and Azar, S.T., (2011). Cognitive and Emotional Contributors to Intimate Partner Violence Perpetration Following Trauma *Journal of Traumatic Stress* 24(5), 586-590. <http://doi.org/10.1002/jts.20681>

Reavis, J. A., Looman, J., Franco, K. A., & Rojas, B. (2013). Adverse childhood experiences and adult criminality: how long must we live before we possess our own lives? *The Permanente Journal*, 17(2), 44-48. <http://doi.org/10.7812/TPP/12-072>.

Whitfield, C.L., Anda, R.F., Dube, S.R., Felitti, V.J., (2003). Violent Childhood Experiences and the Risk of Intimate Partner Violence in Adults: Assessment in a Large Health Maintenance Organization *Journal of Interpersonal Violence*, 19(2), 166-85. <http://doi.org/10.1177/0886260502238733>

²² Yatchmenoff, D. (n.d.). *Intro to Trauma Informed Care*. Retrieved from <http://traumainformedoregon.org/wp-content/uploads/2014/10/Intro-to-Trauma-Informed-Care.pdf>

²³ Substance Abuse and Mental Health Services Administration. *SAMHSA's Concept of Trauma and Guidance for a Trauma-Informed Approach*. HHS Publication No. (SMA) 14-4884. Rockville, MD: Substance Abuse and Mental Health Services Administration, 2014.

²⁴ Yatchmenoff, D. (n.d.). *Intro to Trauma Informed Care*. Retrieved from <http://traumainformedoregon.org/wp-content/uploads/2014/10/Intro-to-Trauma-Informed-Care.pdf>

²⁵ Andrews, D. A., Bonta, J., & Hoge, R. D. (1990). Classification for Effective Rehabilitation Rediscovering Psychology. *Criminal Justice and Behavior*, 17(1), 19–52. <http://doi.org/10.1177/0093854890017001004>

²⁶ Rempel, M. (2014). *Evidence-based strategies for working with offenders*. Center for Court Innovation: New York. Retrieved from <http://www.courtinnovation.org/sites/default/files/documents/Evid%20Based%20Strategies.pdf>

²⁷ Ibid.

²⁸ Stewart L.A., Gabora, N., Kropp P.R., & Lee, Z (2014). Effectiveness of Risk-Need-Responsivity-based family violence programs with male offenders. *Journal of Family Violence*, 29, 151-164.

²⁹ Gover, A. R., Richards, T.N., & Tomsich, E.A. (2015). *Colorado's innovative response to domestic violence offender treatment: Current achievements and recommendations for the future*. University of Colorado Denver: Buechner Institute for Governance, Criminology and Criminal Justice Research Initiative. Retrieved from <http://www.ucdenver.edu/academics/colleges/SPA/researchandoutreach/Buechner%20Institute%20for%20Governance/Centers/ccjri/Documents/Colorado%27s%20Innovative%20Response%20to%20Domestic%20Violence%20Offender%20Treatment.pdf>

Appendix 9. Contract

PART I

On this day, [DATE],[NAME OF CONTRACTING PARTY] (“Contactor”) [ADDRESS OF CONTRACTING PARTY], and the Office of the District Attorney, New York County (“DANY”), One Hogan Place, New York, New York, 10013, in consideration of the mutual covenants contained herein and other valuable and good consideration, do hereby agree to all of the terms and conditions set forth in (i) the Specific Terms and Conditions (Part I) set forth immediately below, (ii) the General Terms and Conditions (Part II) annexed hereto and made a part hereof and (iii) the Appendices (Part III) annexed hereto and made a part hereof (together, the “Contract”).

SPECIFIC TERMS AND CONDITIONS

1. Commencement Date and Term

- 1.1 The Contract will commence on {DATE} (the “Commencement Date”) and run for __ years from that date.
- 1.2 DANY, in its sole discretion, may renew this Contract [insert # of renewals] for a period of [insert # of years] for each renewal. DANY, in its sole discretion, reserves the right to modify the length of the renewal term listed above, provided that the total term of this Contract after the exercise of all of the options to renew shall not exceed _____ (__) years. All renewals shall be on substantially the same terms and conditions contained in the Contract.
- 1.3 The period from the Commencement Date to the later of (a) _ years from the Commencement Date or (b) the final date of any term of renewal, shall be referred to as the “Term” of the Contract.

2. Parties

- 2.1 Office of the District Attorney, New York County (“DANY”)
- 2.2 The Contractor: _____

3. DANY’s Agents

By separate agreements (“Agreements”), DANY has made the Research Foundation of the City University of New York (“Research Foundation”) and the City University of New York’s Institute for State and Local Governance (“ISLG”) its agents for the purposes of administering this Contract. As long as the Agreements are in effect, Research Foundation shall serve as fiscal administrator, and ISLG as technical administrator, of the Contract, as further set forth in Parts II and III of the Contract. In the event either Agreement is

terminated, DANY shall provide prompt notice to Contractor of such termination, and all references in this Contract (with the exception of any such references in paragraph (F) of Appendix C) to the party or parties whose Agreement has been terminated (*i.e.*, Research Foundation or ISLG) shall be read to refer instead to DANY or any other agent DANY appoints, in DANY's sole discretion; and provided further that in the case a Data Use Agreement is required as contemplated by paragraph (F) of Appendix C, such Data Use Agreement shall continue to govern the treatment of Data and PII, as such terms are defined in Appendix C.

4. **Notices**

All notices and permissions required hereunder shall be directed as follows:

4.1 **Notices to DANY:**

District Attorney of New York County
One Hogan Place
New York, New York 10013
Attn: _____

With copies to:

a. Research Foundation of the City University of New York
230 West 41st Street
New York, NY 10036
Attn: Director, Grants and Contracts

and

b. Institute for State and Local Governance
10 East 34th Street
New York, New York 10016
Attn: Karen Goldstein, Counsel

4.2 **Notices to Contractor:**

Attn:

5. **Execution**

This Contract may be executed in counterparts, all of which counterparts, when taken together, shall be deemed a fully executed instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the Contract Date hereinabove written.

**DISTRICT ATTORNEY
OF NEW YORK COUNTY**

[CONTRACTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

PART II

GENERAL TERMS AND CONDITIONS

ARTICLE I—SCOPE OF WORK, BUDGET AND PAYMENT

1.01 Scope of Services

Contractor shall provide the services and all other items and deliverables set forth in the Scope of Services attached hereto as Appendix A (“the Services”).

1.02 Budget

The budget for the Services is attached hereto as Appendix B (“the Budget”). Contractor may request modifications to the Budget in the format directed by ISLG. Modifications shall be deemed approved only if agreed upon in a writing signed by Contractor and ISLG.

1.03 Invoices

A. Timing and Format. Contractor shall submit an invoice, addressed to the Research Foundation, on the 15th of the month for the preceding month. Contractor shall submit invoices no more than monthly. Each invoice must be accompanied by appropriate substantiating documentation in accordance with the Scope of Services and the Budget (Appendices A and B, respectively). Each invoice must be in the format indicated in the sample invoice attached hereto as Appendix H, and must include the information contained in that sample invoice.

B. Final Invoice. The final invoice shall be submitted by Contractor within thirty (30) days of the expiration of this Contract, unless another period is agreed to in writing between the parties. If the final invoice is not received within thirty (30) days of expiration or by the alternate agreed upon date of submission, it may be processed at the Research Foundation’s discretion. In the event of termination prior to expiration of the Contract, the final invoice will be submitted in accordance with the terms and conditions stated in the notice of termination. Costs upon termination will be paid in accordance with Section 6.04 herein

C. Address for All Invoices. All invoices must be sent to:

Research Foundation of the City University of New York
230 West 41st Street
New York, NY 10036
Attn: Director, Procurement and Payables

Invoices should not be sent directly to ISLG or to DANY.

1.04 Payment and Release

Contractor shall be paid an amount not to exceed _____ for all services satisfactorily provided under the Contract, in accordance with the Payment Schedule indicated in the Scope of Services attached hereto and invoiced as indicated above. The acceptance by Contractor of any payment made on the final invoice under this Contract shall terminate any obligation on the part of DANY and its agents for any additional payments to Contractor, and shall release DANY and its agents from any and all claims for payment to Contractor, its successors, legal representatives and assigns for anything done or furnished under the provisions of this Contract.

ARTICLE II—REPRESENTATIONS AND COVENANTS OF CONTRACTOR

2.01 Contractor Eligibility

Contractor represents and warrants that it has complied and continues to comply with the eligibility requirements set out in the solicitation document under which it bid for and was awarded this Contract, attached hereto as Appendix G.

Any material change in the eligibility compliance information supplied in Contractor's contract proposal, attached hereto as Appendix E, must be reported to ISLG within a reasonable time thereof, but in no event more than five (5) days after such change. Failure to inform ISLG of such change in a timely manner will be deemed a material breach of this Contract and could result in termination of this Contract.

2.02 Duplication

Contractor represents and warrants that the work to be performed under this Contract shall in no way duplicate any work performed under other agreements between Contractor and any other person or entity.

2.03 Program Eligibility

Except where expressly set forth in the Scope of Services, Contractor represents and warrants that eligibility for receipt of the services funded through this Contract shall not be restricted on the basis of race, color, creed, national origin, alienage or citizenship status, gender, gender identity, sexual orientation, disability, marital status, arrest or conviction record, status as a victim of domestic violence, lawful occupation, and family status.

2.04 No Fees

Contractor further represents and warrants that no person who receives Services from Contractor pursuant to this Contract shall be charged a fee or required to make any other payment or purchase or participate in any activity designed to raise funds as a condition of eligibility for or participation in the services funded through this Contract, except as required by law.

2.05 Conflict of Interest

Contractor represents and warrants that, to the best of its knowledge, this Contract is not, and does not give rise to, a related party transaction as defined in section 102(a) of the Not for Profit Corporation Law.

ARTICLE III — SUBCONTRACTING

3.01 Contractor's Right to Enter Certain Subcontracts

Contractor may enter into subcontracts to fulfill its obligations under the Contract. All such subcontracts must be approved by ISLG, and Contractor shall provide ISLG a copy of any subcontract. The work performed by any subcontractor pursuant to such a subcontract must be in accordance with the terms of the Contract. Nothing contained in the contract between Contractor and any subcontractor shall impair DANY's rights under the Contract, and in no event shall a contract between Contractor and any subcontractor relieve Contractor of any of its responsibilities, duties and liabilities under the Contract.

3.02 No Contractual Relation Between any Subcontractor and DANY

Nothing contained in the Contract or in any contract between Contractor and any subcontractor shall create any contractual relation between any subcontractor and DANY, *except that* any subcontract must provide that the subcontractor will comply with all provisions in the Contract relating to deliverables, data-sharing, fiscal procedures, books and records, personnel and facilities, contract assignment, modification and termination, insurance and indemnification, intellectual property rights and publications, and all provisions set forth in Articles X and XI of this Contract, and that DANY may enforce those provisions directly against the subcontractor as if DANY were a party to the subcontract.

3.03 Contractor's Liability for Acts of Subcontractors and Their Agents

Contractor shall be responsible for the acts and omissions of all subcontractors with which it contracts, and of persons either directly or indirectly employed by any such subcontractor, to the same extent that Contractor is responsible for its own actions and for the acts and omissions of any persons directly employed by it.

3.04 Right of Revocation of Subcontracts

ISLG may revoke its approval of any subcontractor if it determines that revocation is in DANY's best interest. Such revocation must be in writing, with no less than ten (10) days' notice unless a shorter period is warranted. Upon the effective date of such revocation, Contractor shall cause the subcontractor to cease all work under the subcontract. DANY shall not incur any further obligation for services performed by such subcontractor pursuant to this Contract beyond the effective date of the revocation. DANY shall pay for services provided by the subcontractor in accordance with this Contract prior to the effective date of revocation.

ARTICLE IV—DELIVERABLES AND DATA SHARING, USE AND LIMITATIONS

4.01 Deliverables and reports

Contractor shall submit the deliverables and periodic reports required by this Contract in accordance with the Scope of Services attached hereto. Contractor shall administer such assessment tools, collect and report such data, maintain records, make reports and take such other actions as may be directed by ISLG.

4.02 Data Tracking and Reporting

Contractor's rights and obligations with regard to data reporting and use are set forth in Appendix C.

4.03 Confidentiality

"Confidential Information" means any information of a party that is not known to the general public, including any such information (including all personally-identifiable information) gathered in the course of performing this Contract. Contractor agrees: (a) to keep Confidential Information strictly confidential; (b) not to disclose Confidential Information without ISLG's prior written consent; and (c) not to use Confidential Information for any purpose other than performing its obligations under this Contract.

4.04 Publicity

Prior written approval from ISLG is required before Contractor or any of its employees, servants, agents or independent contractors may, at any time, either during or after expiration or termination of this Contract, make any statement to the press or issue any material for publication through any medium of communication bearing on the work performed or data collected under this Contract.

Any public materials issued by Contractor that relate or refer to the work performed or data collected under this Contract must state, in a prominent place: "*[Program name] is funded [in part] by the New York County District Attorney's Criminal Justice Investment Initiative (CJII). For more information on CJII please visit: www.cjii.org.*"

ARTICLE V— FISCAL PROCEDURES; BOOKS, RECORDS AND AUDITS

5.01 Limitation on use of funds

A. Proper purposes. Contractor's expenditure of any funds that Contractor obtained pursuant to this Contract must be in accordance with the terms of the Contract.

B. Real property. Contractor shall not use funds obtained through this Contract for the purchase of any interest in or improvement of real property, unless such use is included in the Budget.

C. Disallowed costs. Any cost found by DANY, the Research Foundation or any auditing authority that examines the financial records of Contractor to be improperly incurred shall be subject to reimbursement by Contractor to DANY. Failure promptly to make said reimbursement shall be grounds for termination of this Contract.

5.02 Cost allocation plan

Contractor shall accurately and equitably allocate costs that are attributable to two or more programs, or that are funded by two or more funding sources, by a method that represents the benefit of such costs to each program or funding source.

5.03 Recoupment of disallowances, improperly incurred costs and overpayments

A. Right to reimbursement or set-off. DANY may, at its option, either (i) require Contractor to reimburse DANY or (ii) withhold, for the purposes of set-off, any monies due to Contractor under this Contract. The set-off may be up to the amount of any disallowance or improperly incurred costs resulting from any audits of Contractor, and/or the amount of any overpayment to Contractor on this Contract or any other agreement between the parties hereto, including any agreement(s) that commenced prior to the commencement date of this Contract.

B. Failure to spend funds. If Contractor fails to spend funds for any part of the Budget within the time indicated therein (i.e., the fiscal year unless otherwise indicated) or at the level of expenditures indicated therein, DANY reserves the right, in its discretion, to recoup any funds advanced and not spent. If Contractor fails to spend funds in the budget, DANY reserves the discretion to reduce the budget going forward to account for the expected future level of expenditures.

5.04 Maintenance of Books and Records

The parties' rights and obligations with regard to the maintenance of books and records are set forth in Section 1 of Appendix D.

5.05 Retention of Books and Records

The parties' rights and obligations with regard to the retention of books and records are set forth in Section 2 of Appendix D.

5.06 Inspection

A. Records Inspection. The parties' rights and obligations with regard to records inspection are set forth in Section 3 of Appendix D. Contractor will assist DANY and

its agents in exercising DANY's rights pursuant to Section 3 of Appendix D, at no additional cost.

B. Site Inspection. Contractor shall permit DANY, or ISLG, or both, to be present at the program site(s) to observe the work and activities being performed in connection with this Contract.

C. Condition of Payment. Contractor shall not be entitled to final payment until Contractor has complied with any request for inspection or access given under this Section.

5.07 Audit

A. Right to Audit. The parties' rights and obligations with regard to audits are set forth in Section 4 of Appendix D.

B. Disclaimer of Opinion. A Disclaimer of Opinion included in any audit of Contractor's records relating to any contract between Contractor and either Research Foundation or DANY shall be grounds for termination of this Agreement.

ARTICLE VI—PERSONNEL & FACILITIES

6.01 Key Employees

Contractor shall submit to ISLG a list of certain employees, which shall include the Executive Director, Chief Financial Officer, Chief Operating Officer, or the functional equivalent of such positions, and the senior financial and programmatic supervisory personnel involved directly or indirectly in the performance of this Contract. Contractor shall notify ISLG in writing within ten (10) days of their occurrence any appointments to or resignations from these positions.

6.02 Maintenance of Skilled Staff

Contractor shall maintain sufficient personnel and resources to perform all of its obligations under this Contract.

6.03 Screening of Staff and Responsibility for Screening

Contractor shall be responsible for the recruitment and screening of employees and volunteers performing work under the Contract, including the verification of credentials, references, and suitability for working with clients and participants. Where consistent with State and federal law, if directed by ISLG, Contractor will undertake the fingerprinting of applicants, employees and volunteers, in accordance with instructions from ISLG.

6.04 Allegations of abuse and maltreatment

Contractor will notify ISLG within twenty-four (24) hours of determining that reasonable cause exists to suspect that any of Contractor's administrators or staff, including both paid and volunteer, has abused, maltreated, neglected, assaulted or endangered the welfare of any program

participant. In addition, if such reasonable cause is found, Contractor shall take appropriate action to remove the person from the proximity of program participants while the matter is being investigated by Contractor.

The term abuse shall mean the infliction of physical injury by other than accidental means, which causes or creates a substantial risk of death, or serious or protracted disfigurement, or protracted impairment of physical or emotional health or protracted loss or impairment of the function of any bodily organ. The term maltreatment shall mean (i) treatment that results in serious physical injury other than by accidental means, or (ii) neglect or failure to exercise a minimum degree of care that impairs, or places in imminent danger of being impaired, the physical, mental or emotional condition of a program participant.

Contractor shall provide telephone notice to ISLG within 24 hours of the incident, followed by a written report, to be delivered to ISLG within three (3) business days.

Compliance with this reporting requirement does not satisfy any legally-mandated reporting of abuse, such as to the New York State Central Registry (SCR).

6.05 Facility Suitability

Contractor shall maintain all facilities used for the provision of services funded in whole or in part through this Contract, whether owned, leased, or used pursuant to an in-kind agreement or arrangement, whether permanent or temporary, in a condition suitable to provide services pursuant to this Contract.

6.06 Contractor's responsibility for safety

Contractor shall be solely responsible for all physical injuries or death to its agents or employees or to any other person arising from the performance of its work under this Contract or for damage to any property sustained during its work on the project under this Contract. Contractor shall be solely responsible for the safety and protection of all of its agents and employees.

ARTICLE VII—CONTRACT ASSIGNMENT, MODIFICATION, TERMINATION

7.01 Assignment

Contractor shall not assign, transfer, convey or otherwise dispose of this Contract or of Contractor's rights, obligations or duties, except with the prior written consent of DANY. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.

7.02 Modification and extension

This Contract may be modified only by a written instrument executed by both parties, except a no-cost extension to this Contract, which may be issued by email from DANY.

7.03 Termination; Postponement; Suspension

A. At DANY's discretion. DANY shall have the right, upon thirty (30) days prior written notice, to postpone, delay, suspend or terminate the Contract or any part thereof which Contractor is engaged to perform, at any time and for any reason. Contractor shall be entitled to payment of allowable costs up to and including date of termination or such reasonable part of the fee as shall apply to services properly performed prior to the date of postponement, suspension or termination.

B. For material breach. DANY shall have the right immediately to terminate this Contract in the event of any material breach of this Contract, including but not limited to non-performance. At the sole discretion of DANY, Contractor shall be paid allowable costs up to and including the date of termination.

ARTICLE VIII—INSURANCE AND INDEMNIFICATION

8.01 Insurance

Contractor shall, at its expense, at all times during the terms of this Contract, maintain insurance in the amounts and coverage as set forth in Appendix E. Contractor shall obtain all policies required under this Contract from insurers licensed to do business in the State of New York and such insurers shall have a A.M. Best's rating of no less than A-/"VII" or a Standard and Poor's rating of at least A, unless prior written approval from DANY is obtained. Each insurance policy will name DANY, the Research Foundation and ISLG as additional insureds, and will contain a clause requiring the insurer to give DANY, the Research Foundation, and ISLG at least 30 days prior written notice of any alteration in the terms of such policy or cancellation. Contractor shall provide to DANY, the Research Foundation, and ISLG evidence of such insurance on forms acceptable to DANY, the Research Foundation, and ISLG.

8.02 Hold harmless and indemnification

Contractor shall indemnify DANY, the Research Foundation, and ISLG against, and hold DANY, the Research Foundation, and ISLG harmless from, any and all claims, actions, proceedings, expenses, damages, or liabilities, including reasonable attorneys' fees and court costs, resulting from the intentional and/or negligent acts, fault or default of Contractor, its directors, officers, employees, agents and subcontractors. This provision shall not be construed to limit any other provision in this Contract providing for indemnification of DANY, the Research Foundation, and/or ISLG by Contractor.

In the event that Contractor is a government agency or otherwise subject to government limitations regarding tort liability indemnification and unable to comply with the indemnification requirements herein, then Contractor agrees to indemnify DANY, the Research Foundation, and ISLG to the fullest extent that is allowed by the law that limits Contractor.

ARTICLE IX—RIGHTS IN DATA, COPYRIGHTS AND PUBLICATION

9.01 Rights in data and copyrights

Except for any pre-existing intellectual property used by Contractor and all PII as such term is defined in Appendix C of this Contract, all copyrightable works (including but not limited to reports, compilations of data, software or pictorial or graphics) created or prepared by Contractor in the course of its work shall be "works for hire" (as that term is defined in the copyright laws of the United States) for DANY and all copyright rights therein are expressly intended to be wholly owned and the copyright to be held by DANY. To the extent that any such copyrightable works may not, by operation of law, be works for hire, Contractor hereby assigns to DANY the ownership of copyright in such items and DANY shall have the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available in such items (except for any pre-existing intellectual property used by Contractor). Contractor agrees to give DANY or its designees all assistance reasonably required to perfect such rights. All PII as defined in Appendix C to this Contract shall remain the property of Contractor, subject to the Data Use Agreement contemplated in paragraph (F) of such appendix.

9.02 Publication

Contractor agrees to consult with ISLG prior to publication or other disclosure of the results of the work produced under this Contract to ensure that no proprietary information is being released and for protection of DANY's patent rights. Proposed publications based on the work performed pursuant to this Contract shall be submitted to ISLG for review thirty (30) days prior to publication. ISLG shall have thirty (30) days from receipt to review the publication and to advise of any changes or for filing for patent protection. If DANY wishes to file for patent protection, Contractor agrees to delay publication for up to ninety (90) days from receipt of the publication.

9.03 Infringement

Contractor shall indemnify and hold DANY harmless to the extent allowed by law for any damage or loss or expense sustained by DANY from any infringement by Contractor of any copyright, trademark or patent rights or design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by Contractor in the performance of this Contract.

Article X-MISCELLANEOUS

10.01 Equal Employment Opportunity.

The parties' rights and obligations with regard to the provision of equal employment opportunities are set forth in Appendix I.

10.02 Order of precedence.

In the event of a conflict among the terms of the Contract, the following order of precedence will apply:

- (1) Parts I and II
- (2) Appendix A
- (3) Appendix B
- (4) Appendix F
- (5) Appendix G
- (6) Appendix C
- (7) Appendix D
- (8) Appendix I
- (9) Appendix E, and
- (10) Appendix H.

10.03 Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of laws principles. All disputes, including tort claims, arising out of or related to this Contract shall be interpreted and decided in accordance with the laws of the State of New York. Contractor agrees to submit to jurisdiction of State or Federal court located in New York State, New York County.

10.04 Notices

The mailing of all notices, by certified mail, addressed to Contractor shall be deemed sufficient notice to Contractor. A facsimile or email notice to Contractor at the facsimile number or email address listed in Part I of this Contract and a copy sent via First Class Mail at the address referred to in Part I shall also be deemed sufficient notice to Contractor.

10.05 One Year Limitation

No action may be asserted against DANY, Research Foundation, or ISLIG, upon any claim based on this Contract or arising out of this Contract or out of anything done in connection with this Contract, unless such action shall be commenced by the earliest of (a) the final date on which such action might be asserted as a matter of law, or (b) one year after the final payment to Contractor, or (c) one year after the termination or expiration of this Contract.

10.06 Non-waiver clause

Any failure or delay of DANY in exercising or enforcing the strict performance of any of Contractor's obligations under this Contract, or in exercising or enforcing any right or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such obligation, right, or remedy. No waiver by DANY of any provision of this Contract shall be deemed to have been made unless set forth in writing and signed by DANY.

10.07 Force Majeure

Neither party shall be liable for failure or delay in the performance of any duties under this Contract when such delay or failure is due to causes beyond the party's control that could not have been avoided by the exercise of due care, including, but not limited to, acts of God; natural disasters; riots; war; epidemics; terrorists activities; government restrictions; or the like. The impacted party shall give the other party notice of the failure or delay as soon as possible.

10.08 Entirety of Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior contemporaneous agreements, negotiations, representations and proposals (whether oral or written) among the parties or between any of them.

10.09 Paragraph headings

Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or described the scope or intent of this Contract and in no way affect the Contract.

ARTICLE XI--ASSURANCES and CERTIFICATIONS

11.01 Civil Rights and Equal Employment Opportunity

Contractor will comply with (a) Title VI and Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and Executive Order No. 11246 as amended by E.O. 11375 relating to Equal Employment Opportunity, which prohibits discrimination on the basis of race, color and national origin; (b) Title IX of the Education Acts of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Sections 503/504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (d) Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 – 6107); (e) Drug Abuse Office and Treatment Act of 1972, (P.L. 92-255). as amended; (f) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616, as amended; (g) American with Disabilities Act of 1990; (h) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (P.L. 92-540 & 93-508), E.O. 11701 and regulations of the Secretary of Labor promoting opportunities for the disabled and Vietnam veterans, along with related regulations and reporting requirements of each.

Contractor will not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the New York City Administrative Code.

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin or age and will take affirmative action to ensure that applicants and employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or status as a disabled or Vietnam era veteran Vietnam Veteran Re-Adjustment Act of 1972, as amended.

In the event of Contractor's noncompliance with the Civil Rights and Equal Employment Opportunity clause of this Contract, or any of the rules, regulations, or orders recited therein, this Contract may be cancelled, terminated or suspended, in whole or in part, as deemed appropriate by DANY.

11.02 Privacy and Security of Personal Health Information

If Contractor is a covered entity pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR, Part 160 and Subparts A and E of Part 164 or P. L. 104-191, 110 Stat. 1936 and the Privacy Act of 1974, then Subrecipient represents and warrants that any individually identifiable personal health information used or disclosed in connection with this Contract shall be protected in accordance with applicable statutes and regulations regarding the privacy and security of such information.

11.03 Certification regarding victims of trafficking

Contractor's signature on this Contract constitutes a certification that it is in compliance with the Victims of Trafficking and Violence Protection Act of 2000, P. L. 108-193 and P.L 109-164; codified at 22 USC 7104 as amended, 2 CFR 175 (award term for trafficking in persons for grants and cooperative agreements), or FAR regulation at Subpart 22.17; FAR contract clause at 52.222.50, as applicable. Contractor further certifies that it will notify the Federal government in the event of violation by any employee.

11.04 New York State Information Security Breach and Notification Act

Contractor certifies that it shall be subject to, and comply with, the New York State Information Security Breach and Notification Act (the "Act") (N.Y. Gen. Bus. Law § 899-aa), if applicable. Contractor agrees to notify ISLG immediately if it has cause to believe that any applicable data received or prepared under this Contract may have been obtained by an unauthorized person as defined in the Act and that Contractor will consult with ISLG prior to, during and after any required notifications. Contractor agrees to be solely responsible for any required notifications and agrees to indemnify DANY and its agents against any damage due to a breach of security caused by Contractor.

11.05 Certification regarding debarment, suspension, ineligibility and voluntary exclusion

Contractor's signature on this Contract constitutes a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or other government agency. If at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall promptly notify ISLG. In the event Contractor fails to notify ISLG, this Contract will terminate as of the date of such debarment, suspension, ineligibility and/or voluntary exclusions, and such failure to notify is considered a material breach of this Contract. In the event Contractor or its principals become debarred,

suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or other government agency, the Contract will terminate immediately pursuant to Paragraph 6(C), as debarment, suspension, ineligibility and voluntary exclusions are considered a material breach.

11.06 Iran Divestment Act

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL) Section 165-a, effective April 12, 2012. This act may be viewed in its entirety at <http://www.ogs.ny.gov/about/regs/docs/ida2012.pdf>. Pursuant to SFL Section 165-a(3)(b), the Commissioner of the Office of General Services (OGS) has developed and maintains a list (“prohibited entities list”) of “persons” who are engaged in “investment activities in Iran” (defined terms in the law). The list may be found on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Contractor certifies that it is not included on the prohibited entities list. Contractor further certifies that it will not contract with any organization that is identified on the prohibited entities list. If at any time Contractor or an organization it contracts with is added to the prohibited entities list it shall immediately notify ISLG.

11.07 VENDEX

If applicable, Contractor certifies compliance with the New York City Administrative Code regarding VENDEX registration requirements and shall provide a copy of the VENDEX questionnaire to ISLG. Specifically, the City maintains information for every city contract and prospective vendor for awards over \$100,000 and for vendors or Subrecipients doing more than \$100,000 in cumulative annual business with the City. Please note VENDEX questionnaires are also required for sole sourced contracts valued at \$10,000 or more.

More information can be found at: <http://www.nyc.gov/html/mocs/html/procurement/responsibility.shtml>

PART III
APPENDICES

APPENDIX A	SCOPE OF SERVICES
APPENDIX B	BUDGET
APPENDIX C	DATA OBLIGATIONS AND RESPONSIBILITIES
APPENDIX D	SPONSOR RECORDS, AUDITS AND INVESTIGATIONS
APPENDIX E	INSURANCE REQUIREMENTS
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APPENDIX A
SCOPE OF SERVICES

APPENDIX B

BUDGET

APPENDIX C

DATA OBLIGATIONS AND RESPONSIBILITIES

- A. At ISLG’s direction, Contractor will provide to ISLG, its subcontractor(s), agent(s), or designated third-party evaluator(s) (i) aggregate data regarding services and other items provided by Contractor pursuant to this Agreement, and/or (ii) non-Personally Identifiable Information (“PII”) regarding individuals who apply for or receive services pursuant to this Agreement, (collectively “Data”) for purposes of monitoring Contractor’s performance.
- B. Except as set forth in paragraph (F) below, no PII shall be provided by Contractor.
- C. Contractor agrees to work with ISLG, its subcontractor(s), agent(s), or designated third-party evaluator(s) in interpreting, clarifying, or correcting the Data. The obligation to clarify and correct the Data will survive the Agreement.
- D. Contractor will provide Data during the period in which it provides services pursuant to this Agreement and will continue to provide Data afterwards, for a period to be determined, not to exceed three (3) years. In addition, for programs that were already providing related services prior to the provision of funding under this Agreement, Contractor may be required to provide historical Data for a period of up to two (2) years before the services funded under this Agreement commenced. In such case, a specific period for which the Contractor must provide Data shall be specified in the Scope of Services (Appendix A) or the Contractor’s Proposal (Appendix F).
- D. Contractor agrees to provide Data related to specific performance metrics and outcome metrics that will be specified in the Scope of Services (Appendix A). The specific metrics will be determined based on program content and the availability of Data, and may be subject to change during the term of the Agreement; all metrics will relate to the general measurement areas outlined in the RFP.
- E. Contractor understands that information about the Contractor and/or the program – including but not limited to Data provided by the Contractor – may be included in public research products and communications materials, such as reports, publications, or presentations. All Data and research findings will be reported at the aggregate level. For clarity, no PII concerning program participants or applicants will be disclosed.
- F. If PII are required for the implementation and/or evaluation of a program, a Data Use Agreement will be negotiated and agreed upon by Contractor and ISLG, which shall govern the treatment of all PII. At a minimum, such an agreement shall outline provisions and protections related to the following: a) data transfer; b) data storage; c) use of data; d) disclosure of data; e) research products and communications materials; and f) data destruction. In the event that Contractor provides PII to ISLG pursuant to such a Data Use Agreement, ISLG shall not disclose any PII to DANY.

APPENDIX D

RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

1. Books and Records

Contractor agrees to maintain separate and accurate books, records, documents and other evidence, and to utilize appropriate accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract.

2. Retention of Records

A. Contractor agrees to retain all books, records, and other documents relevant to this Contract, including those required pursuant to Section 1, for six years after the final payment or expiration or termination of the Contract, or for a period otherwise prescribed by law, whichever is later. In addition, if any litigation, claim, or audit concerning the Contract has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim, or audit.

B. Any books, records and other documents that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, and other documents that are created in the regular course of business as a paper copy may be retained in an electronic format provided that the records satisfy the requirements of New York Civil Practice Law and Rules (“CPLR”) 4539(b), including the requirement that the reproduction is created in a manner “which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes.”

C. Contractor agrees to waive any objection to the admissibility of any such books, records or other documents on the grounds that such documents do not satisfy CPLR 4539(b).

3. Inspection

A. At any time during the Term or during the record retention period set forth in Section 2, DANY, as well as City, State and Federal auditors and any other persons duly authorized by DANY shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, and other documents maintained or retained by or on behalf of Contractor pursuant to the Contract. Notwithstanding any provision herein regarding notice of inspection, all books, records and other documents of Contractor kept pursuant to this Contract shall be subject to immediate inspection, review, and copying by DANY and its agents without prior notice and at no additional cost to DANY or its agents. Contractor shall make such books, records and other documents available for inspection in the City of New York or shall reimburse DANY for expenses associated with the out-of-City inspection.

B. Notwithstanding the above, where Contractor maintains or creates client records with a unique identifier for a client, Contractor may redact or maintain in separate records the names, addresses, social security numbers, and other personally identifying information before providing access pursuant to this Section, provided that Contractor not redact client borough and zip code. If Contractor maintains and provides access to such redacted or uniquely identified records, Contractor is not obligated to provide access to any records pursuant to this Appendix where the inspection or review of such records would waive the attorney-client or attorney work product privileges. In addition, Contractor may, upon request to and written approval from the Department, withhold from disclosure certain categories of documents that are not protected by the attorney-client or attorney work product privileges but where Contractor believes that disclosure of such documents would interfere or impair the provision of services under this Contract, provided that withholding such documents does not impede DANY's or its agents' abilities to ascertain that contracted-for services have been rendered in accordance with this Contract.

C. Notwithstanding the above, Contractor is not obligated to allow observations of face-to-face client interactions where such access would waive the attorney-client privilege but such restriction shall not act to prevent DANY or its agents from inspecting the provision of services in a manner that allows the representatives to ensure that services are being properly performed in accordance with this Contract.

D. Contractor shall not be entitled to final payment until Contractor has complied with any request for inspection or access given under this Section.

4. Audit

A. This Contract and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Contract, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, (ii) DANY, Research Foundation, and ISLG, (iii) the State, (iv) the federal government, and (iv) other persons duly authorized by DANY. Such audits may include examination and review of the source and application of all funds, regardless of the source of the funds.

B. Notwithstanding the above, where Contractor maintains or creates client records with a unique identifier for a client, Contractor may redact or maintain in separate records the names, addresses, social security numbers, and other personally identifying information before providing access pursuant to this Section, provided that Contractor not redact client borough and zip code. If Contractor maintains and provides access to such redacted or uniquely identified records, Contractor is not obligated to provide access to any records pursuant to this Section where the inspection or review of such records would waive the attorney-client or attorney work product privileges. In addition, Contractor may, upon request to and written approval from DANY, withhold from disclosure certain categories of documents that are not protected by the attorney-client or attorney work product privileges where disclosure of such documents would interfere or impair the provision of services under this Contract, provided that withholding such documents does not impede the ability of DANY or ISLG to ascertain that contracted-for services have been rendered in accordance with this Contract.

C. Audits by the City, including the Comptroller, and DANY are performed pursuant to the powers and responsibilities conferred by the Charter and the Administrative Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Administrative Code.

D. Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Contract as may be required by DANY, its agents, or the Comptroller in the exercise of any of their lawful powers.

E. Contractor shall not be entitled to final payment until Contractor has complied with the requirements of this Section.

5. No Removal of Records from Premises

Where performance of this Contract involves use by Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, Contractor shall not remove any such data (in the format in which it originally existed, or in any other converted or defined format) from such facility or office without the prior written approval of ISLG. Upon the request by ISLG at any time during the Contract or after the Contract has expired or terminated, Contractor shall return any City books, records, documents, or data that has been removed from City premises.

6. Electronic Records

As used in this Appendix D, the terms books, records, documents, and other data refer to electronic versions as well as hard copy versions.

7. Investigations Clause

A. Faithful cooperation. Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by DANY or its agents, or by a State or City agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

B. Unlawful Refusal to Testify. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify when lawfully compelled to do so, in a proceeding concerning this Contract, DANY shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify. If the hearing is adjourned at the request of any party to the hearing other than DANY, DANY may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without incurring any penalty or damages for delay or otherwise.

C. Penalties. The penalties that may attach after a final determination by DANY may include but shall not exceed:

1. Disqualification. The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

2. Cancellation or termination. The cancellation or termination of any and all such existing contracts, leases, permits or licenses that the refusal to testify concerns.

D. Factors to Consider in Assessing Penalties. In assessing an appropriate penalty, DANY shall consider the factors set forth in paragraphs (1) and (2) below and may also consider, if relevant and appropriate, the factors set forth in paragraphs (3) and (4) below, in addition to any other information that DANY believes may be relevant and appropriate:

1. Good faith efforts at cooperation. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

2. Status of the person who refused to testify. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership or interest in the entity and/or the degree of authority and responsibility the person has within the entity.

3. Nexus of the testimony. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

4. The effect of the penalty. The effect a penalty may have on an unaffiliated and unrelated party of entity that has a significant interest in an entity subject to penalties, provided that the party or entity has given actual notice to DANY upon the acquisition of the interest, or at the hearing called for in Paragraph B above gives notice and proves that such interest was previously acquired, Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

E. Definitions

1. License or permit. The term "license" or "permit" as used in this Appendix shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

2. Person. The term "person" as used in this Appendix shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

3. Entity. The term "entity" as used in this Appendix shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through DANY, or otherwise transacts business with DANY.

4. Member. The term “member” as used in this Appendix shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

F. Failure to Report Solicitations from City Employees. In addition to and notwithstanding any other provision of this Contract, DANY may in its sole discretion terminate this Contract upon not less than three (3) days written notice in the event Contractor fails promptly to report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Contract by Contractor, or affecting the performance of this Contract.

8. Confidentiality

A. Contractor’s obligations of confidentiality. Contractor agrees to hold confidential, both during and after the completion or termination of this Contract, all of the reports, information, or data, furnished to, or prepared, assembled or used by, Contractor under this Contract. Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of ISLG. Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that Contractor uses to preserve the confidentiality of its own confidential information.

B. Certain obligations with respect to personal identifying information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph C of this Section, Contractor shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section to hold reports, information or data confidential shall not apply where DANY would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law (“FOIL”), provided that Contractor provides advance notice to ISLG, in writing or by e-mail, that it intends to disclose such reports, information or data and ISLG does not inform Contractor, in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

C. Definition of personal identifying information and further obligations. Contractor shall provide notice to ISLG within three (3) days of the discovery by Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 (“Personal Identifying Information”), where such breach of security arises out of the acts or omissions of Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to ISLG of such steps.

D. DANY’s rights in the event of a breach of security. In the event of such breach of security, without limiting any other right of DANY, DANY shall have the right to withhold further payments under this Contract for the purpose of set-off in sufficient sums to cover the costs of notifications and/or other actions mandated by any law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. DANY shall also have the right to withhold further payments

hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. DANY or ISLG shall provide Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at DANY's discretion, or if monies remaining to be earned or paid under this Contract are insufficient to cover the costs detailed above, Contractor shall pay directly for the costs, detailed above, if any.

E. Access to confidential information. Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Contract.

F. Return of confidential information. At DANY's request, Contractor shall return to ISLG any and all confidential information in the possession of Contractor or its subcontractors. If Contractor or its subcontractors are legally required to retain any confidential information, Contractor shall notify ISLG in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. Contractor shall confer with ISLG in good faith regarding any issues that arise from Contractor's retaining such confidential information. If DANY does not request such information, or the law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 2.

G. Breach. A breach of this Section shall constitute a material breach of this Contract for which DANY may terminate this Contract. DANY reserves any and all other rights and remedies in the event of unauthorized disclosure.

APPENDIX E

INSURANCE REQUIREMENTS

Required Policies and Amounts

Workers' Compensation/
Disability Benefits:

In statutory amounts

Employer's Liability:

The greater of statutory amounts or \$1,000,000.

Commercial General
Liability (including Owner's
Protective Liability):

The minimum combined single limit per occurrence shall be \$1,000,000, with an annual aggregate of not less than \$2,000,000 in the aggregate.

The maximum deductible or self-insured retention ("SIR") for the Commercial General Liability policy shall be \$10,000.

Automobile Liability:
(if applicable)

\$1,000,000

Umbrella/Excess Liability:

On a per occurrence and aggregate basis, and shall be excess of primary general, automobile and employer's primary liability limits.

If Contractor or any of its subcontractors is performing professional services in its capacity as a professional, including as may be evidenced by a license to practice that profession, Contractor or its subcontractors shall purchase and maintain additional insurance of the following type and in the following amount in connection with the performance of the Services and any work incidental thereto:

Professional Liability Insurance:

Professional liability insurance ("PL") policies shall be written with a minimum amount of \$1,000,000 per claim and \$2,000,000 in the aggregate.

If Contractor cancels its PL policy during, or lets its PL policy coverage lapse after, the policy period in which the term for services under the Contract ends, Contractor must obtain tail coverage, or an extended reporting period endorsement, that extends coverage of the professional liability insurance for a period of at least three years.

APPENDIX F

CONTRACTOR'S PROPOSAL

APPENDIX G

RFP

APPENDIX H

SAMPLE INVOICE¹¹

Name of CJII Initiative: _____

Date: _____

To: Name: Research Foundation of CUNY
Address: 230 West 41st St., 7th Floor, New York, NY 10036

From: Contractor name _____
Contractor mailing address: _____
Phone number: _____
Contract number: _____
Contract period: From: _____ To: _____

Invoice number: _____
Invoice amount: _____
Current period start date: _____
Current period end date: _____

Cost	Amount for current period	Cumulative from inception
PERSONNEL		
FRINGE BENEFITS		
TOTAL PERSONNEL COSTS		
TRAVEL		
OTHER		
TOTAL DIRECT COST		
INDIRECT COST		
TOTAL COSTS		

¹¹ Contractor shall be paid in the manner set forth in the Scope of Services, Appendix A, for all services and all other items and deliverables satisfactorily provided.

APPENDIX I

EQUAL EMPLOYMENT OPPORTUNITY

A. This Contract is subject to the requirements of City Executive Order No. 50 (1980) (“E.O. 50”), as revised, and the rules set forth at 66 RCNY § 10-01 et seq. No contract will be awarded unless and until these requirements have been complied with in their entirety. Contractor agrees that it:

1. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

2. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners’, partners’, or shareholders’ race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;

3. Will state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;

4. Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder;

5. Will furnish before this Contract is awarded all information and reports, including an Employment Report, which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Small Business Services, Division of Labor Services (“DLS”); and,

6. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

B. Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Contract and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, DLS impose any or all of the following sanctions:

- a. Disapproval of Contractor; and/or
- b. Suspension or termination of the Contract; and/or
- c. Declaring Contractor in default; and/or
- d. In lieu of any of the foregoing sanctions, imposition of an employment program.

C. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder may result in DANY declaring Contractor in breach of this Contract.

D. Contractor agrees to include the provisions of the foregoing paragraphs in this Appendix I in every subcontract or purchase order in excess of One Hundred Thousand Dollars (\$100,000) to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor and vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Paragraph.

E. Contractor further agrees that it will refrain from entering into any subcontract or modification thereof subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder. A supplier of unfinished products to Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Paragraph.

F. Nothing contained in this Appendix I shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.