CRIMINAL JUSTICE INVESTMENT INITIATIVE

District Attorney of New York County

CUNY INSTITUTE FOR STATE & LOCAL GOVERNANCE

Criminal Justice Investment Initiative

Request for Proposals to Increase Access to Services for Survivors of Crime

No. 004

Expires 10/14/2016

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I. Cover Sheet for Access to Services

A. Goal of the RFP

The goal of this Request for Proposals (RFP) is to solicit proposals that *increase access to services for survivors of crime*, particularly those from underserved groups, which may in turn *increase crime reporting*.[a] Programs that address barriers to service access have the potential to increase service usage and increase reporting, both of which may improve survivor outcomes. Increased use of services and reporting may also facilitate the prosecution of criminals and mitigate the increased risk of criminal offending that is often associated with victimization[1] or circumstances surrounding victimization,[2] ultimately increasing public safety.

Applicants may propose to a) expand/enhance their existing capacity to deliver services or b) develop and pilot new approaches to accomplish the aforementioned goals. Proposed programs should focus on one or more of the following groups that face significant barriers to access: immigrants; lesbian, gay, bisexual, transgender, or queer (LGBTQ) individuals; individuals who are D/deaf or hard of hearing; individuals with disabilities; people of color; and/or individuals who belong to other underserved groups. Proposed programs should also reflect best practices for working with survivors of trauma and include a new/enhanced outreach strategy tailored to the group(s) served. Programs should be administered in Manhattan and/or serve residents of Manhattan, with preference given to applicants that have close community ties to and serve residents of one or more of the following four focus neighborhoods: East Harlem, Central and West Harlem, Washington Heights, and the Lower East Side. DANY and ISLG encourage organizations with varied levels of capacity, and organizations with singular and multiple areas of expertise, to submit proposals in response to this RFP.

Such programming is critical given that victimization can increase the likelihood of mental health issues,[3] adversely affect occupational functioning[4] and social relationships,[5] and contribute to other harmful and lasting effects. Although supportive services have the potential to decrease the risk of negative outcomes, survivors frequently fail to report victimization[6] or utilize services,[7] highlighting but also contributing to persistent challenges in responding to victimization.

B. Timeline and Submission Instructions

1. **Release Date of RFP: June 23, 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 **August 19, 2016, at 11:59pm EST**.
3. Answers to all questions will be available as an addendum to this RFP by **11:59pm on September 16, 2016**. It will be the responsibility of applicants to check the CJII

[a] Throughout this RFP, "survivor" and "victim" are used interchangeably. When possible, this RFP uses "survivor" to emphasize individuals' resilience and the possibility of improving the life outcomes of those who have experienced victimization. "Victim," however, is more commonly used in the criminal justice field and when referring to others who help survivors of crime (e.g., "victim advocate"). When citing specific research and policy sources, this RFP adopts the terminology used in the publication of note.

website to remain up-to-date regarding all addenda issued for the current RFP. Any addenda will be posted here: http://cjii.org/category/opportunities/

4. **Proposal Due Date:** Proposal submissions are due on **October 14, 2016, 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: **Winter 2016**

C. Amount and Number of Awards

DANY anticipates total funding to be up to $11.4 million (to be spread across up to ten awards).

Applicants may request funds for planning and implementation, or solely for implementation, depending on the nature of proposed programming. (For example, increasing the number of service slots to expand the capacity of an established program would not warrant a planning grant, whereas developing and piloting a new approach to provide services might require funding for both planning and implementation.) In instances where a planning grant is awarded, subsequent implementation funding will be contingent upon approval of the program plan developed during the planning phase.

Funding will be for up to three years for program implementation. Projects that include a planning phase will receive additional funding for up to six months, prior to the start of implementation funding.

D. 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.

II. Key Terms

Criminal Justice Investment Initiative (CJII): CJII was established by the New York County District Attorney's Office (DANY) in 2014 to invest funds in impactful projects that will improve public safety and promote a fair and efficient justice system.[b]

CUNY Institute for State and Local Governance (ISLG): ISLG oversees CJII on behalf of DANY, manages and provides guidance to CJII contractors, and conducts oversight and performance measurement throughout the lifetime of the initiative.

New York County District Attorney's Office (DANY): Manhattan District Attorney's Office. The Criminal Justice Investment Initiative was established by DANY.

Research Foundation: Under CJII, all funds will be awarded through the Research Foundation of CUNY. The Research Foundation is a not-for-profit educational corporation that provides CUNY and non-CUNY clients with the administrative infrastructure that supports sponsored program activities. The Research Foundation acts as CUNY's fiscal agent and administers funds and signs certain contracts on behalf of ISLG, including those related to CJII.

Trauma: Trauma results from an event, series of events, or set of circumstances experienced by an individual or group as physically or emotionally harmful or life threatening, and has lasting adverse effects on functioning and mental, physical, social, emotional, or spiritual well-being.[8]

Trauma-Informed: Organizations and practices that incorporate an understanding of the pervasiveness and impact of trauma and are designed to reduce re-traumatization, support healing and resiliency, and address the root causes of abuse and violence.[9]

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

III. Summary of the Request for Proposals

A. Purpose of the RFP

The New York County 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 justice system in New York City. Up to $11.4 million will be available to fund proposals to *Increase Access to Services for Survivors of Crime* across Manhattan, as described in this RFP.

The City University of New York Institute for State and Local Governance (ISLG) is the technical assistance consultant to DANY for CJII. ISLG oversees CJII on behalf of DANY, including managing the solicitation and contracting process, managing and providing guidance to award recipients, and conducting oversight and performance measurement throughout the lifetime of the initiative. Proposals will be submitted and funds awarded through the CUNY Research Foundation.

ISLG is seeking proposals that aim to *increase access to services for survivors* of crime, with a particular focus on survivors from underserved groups. Increased access and service usage may in turn lead to increased crime reporting and improved survivor outcomes. Proposed programs should reflect best practices for working with survivors of trauma. Applicants may propose to a) expand/enhance their existing capacity to deliver services or b) develop and pilot new approaches to accomplish the aforementioned goals. Proposals should address one (or more) of the following needs:

- ***Sign language interpretation and translation services*** to ensure communication and service access for survivors who are D/deaf or hard of hearing[c] and/or non-English speaking
- ***Education and training for service providers*** on culturally-competent programming tailored to particular groups of survivors
- ***Culturally-specific/competent programming*** tailored to a specific group of survivors, taking into account members' unique identities and needs
- ***Public awareness and outreach programs*** that aim to raise awareness about and connect survivors to available services, increase crime reporting, and educate about victimization, particularly with respect to underserved groups and those who may experience higher rates of victimization
- ***Other approaches*** to increase use of supportive services (by increasing access) for survivors, which may, in turn, increase crime reporting

Proposals should focus on one (or more) of the following groups that currently face significant barriers to service access: immigrants; lesbian, gay, bisexual, transgender, or queer (LGBTQ)

[c] "Deaf" refers to individuals who identify as belonging to a unique cultural and linguistic community, whereas "deaf" refers to an audiological condition of not hearing. In this RFP, one focus population consists of Deaf, deaf, and hard of hearing individuals, which will be referred to as "D/deaf and hard of hearing" from here forward.

individuals; individuals who are D/deaf or hard of hearing; individuals with disabilities; people of color; and/or individuals who belong to other underserved groups (see *Appendix 3* for additional detail). Proposals should also include a robust outreach strategy (either new or an enhancement of an existing strategy) to increase service usage among the group(s) the program is designed to serve.

Increasing access to an array of survivor services is critical, given that crime victimization can have an adverse effect on survivors' lives,[10] including on interpersonal relationships,[11] occupational functioning,[12] and mental health.[13] Although existing supportive services have the potential to mitigate the negative effects of victimization,[14] service use among survivors remains low.[15] This gap is particularly true of immigrants; LGBTQ individuals; individuals who are D/deaf or hard of hearing; individuals with disabilities; and people of color.[16] Members of these groups may be less likely to report crime and/or seek services following victimization for a number of reasons, such as stigma around seeking help; lack of awareness of available services; lack of access to and/or availability of culturally-competent services; lack of awareness regarding what constitutes victimization; perception that existing services will not meet one's needs; or fear of retaliation, harassment, or deportation.

Proposed programs and approaches should also be trauma-informed, where appropriate. Trauma-informed approaches incorporate an understanding of the pervasiveness and impact of trauma and are designed to reduce re-traumatization and support healing and resiliency. Such approaches are particularly important for survivors of crime given the association between victimization and subsequent mental health issues. (Programs that are not currently trauma-informed but wish to incorporate a trauma-informed approach may be provided technical assistance.)

Survivor services that address barriers to access can contribute to the goals of increased service usage and reporting among populations who are currently less likely to engage with survivor services or report crime. For instance, proposed programs may adopt strategies to improve cultural accessibility (e.g., sign language interpreters, staff with in-depth knowledge of a particular cultural group, translators or staff that speak languages other than English, staff composition reflective of the community), address a lack of awareness (e.g., marketing campaign, website), , and/or enhance education and outreach tailored to a specific underserved population (e.g., D/deaf survivors of domestic violence or sexual assault). Furthermore, these strategies may improve outcomes among survivors, such as improved feelings of safety, health and well-being. Increased survivor service usage and reporting could also facilitate the prosecution of criminals and mitigate the increased risk of criminal offending that is often associated with victimization[17] or circumstances surrounding victimization,[18] ultimately increasing public safety.

As such, investments in approaches to improve access to survivor services contribute to the CJII goal of increasing fairness in the justice system. These investments are situated within a broader approach of increasing access to services (see announcements on *Youth Opportunity Hubs* and *Community Navigators*) and align with DANY's commitment to aiding victims of crime (see *Section III.A. Background*). These investments seek to expand capacity among existing providers, as well as to develop new approaches to engage populations that are underserved.

B. Anticipated Contract Specifications

ISLG anticipates awarding up to ten contracts for either a) the expansion/enhancement of existing programs or b) the development and piloting of new approaches to increase access to services for survivors of crime. All proposals should also include a robust outreach strategy to improve access to services among the program's focus population(s). The length of funding for program implementation will not exceed 3.5 years, beginning in Winter 2016, including up to six months for program planning and three years for program implementation. The anticipated contract term will not exceed 4.5 years, and will include up to one additional year beyond the conclusion of funding for purposes of data sharing and evaluation. Funded applicants will be required to provide ongoing performance data (see "Performance Measurement" below) to ISLG and, if applicable, 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.

DANY and ISLG anticipate that any agreement entered into as a result of this RFP will be with the Research Foundation as the contracting party on behalf of ISLG. The contract template is attached as *Appendix 5*. In the event that the selected applicant is unable to fulfill the requirements of the contract awarded pursuant to this RFP, ISLG reserves the right to have the Research Foundation enter into contract negotiations at a later date with other providers available to implement the program.

Projects and other organizations that do not yet have 501(c)(3) status may apply but are required to have a fiscal sponsor in place upon proposal submission. In such instances, see *Section VI.G* for instructions on how to address this in the proposal submission.

Programs that receive funding through this RFP must be open to accepting referrals from NYC government agencies, for survivors of crime who belong to the focus population(s) the applicant proposes to serve.

Programs that receive funding through this RFP must be willing to work with Community Navigators, which are part of a broader CJII strategy to increase access to services and coordination among service providers. Community Navigators are supervised by a Community Navigator managing entity. Funded applicants may be asked to share client information with the Community Navigator managing entity and the Community Navigator. They may also be asked to provide programmatic information to the Community Navigator managing entity on a regular basis.

C. Anticipated Available Funding

DANY anticipates total funding for the program(s) to be up to $11.4 million (to be spread across up to ten awards). The length of funding for program implementation will not exceed three years, and, if applicable, the length of funding for program planning will not exceed six months. CJII funds will be spread across multiple recipients, supporting programs that address a variety of survivor needs and are tailored to different underserved populations, across the funding term.

For applicants proposing an **expansion/enhancement of an existing program**, implementation will last up to three years.

For applicants proposing **new programs**, funding will be divided into planning and implementation periods. The planning period (Phase I) will last up to six months, and the implementation period (Phase II) will last up to three years. Phase II (implementation) funding will be contingent upon approval of the program plan developed during Phase I (planning).

Applicants may propose up to three programs in response to this RFP. Applicants proposing multiple programs should submit one application but should speak to the different programs (see *VI. Proposal Content and Format* for further instructions).

D. Performance Measurement

DANY and ISLG are committed to measuring outcomes for all CJII-funded programs and disseminating that information so that others may learn from and build on those outcomes. Data gathered by funded applicants throughout the term will be used to adjust implementation of services. Process measures will be particularly important for helping funded applicants monitor ongoing performance.

The effectiveness of programs funded under the *Increase Access to Services for Survivors of Crime* initiative may be subject to an independent evaluation, particularly for funded applicants implementing new programs. All funded applicants will be required to provide performance measurement data to ISLG and, when applicable, the third-party evaluator throughout the duration of the contract. Performance measurement data will include both process/implementation data and outcome/impact measures and may be subject to change during the term of the contract. Applicants will work with ISLG and the third-party evaluator during the contracting process and throughout the term of the contract to determine appropriate metrics. (See *Appendix 1* for more information about performance measurement.)

IV. Anticipated Scope of Services

A. Background

Despite increased focus on survivors of crime over the past fifty years and corresponding advances in supportive services,[d] reporting of crime as well as access to and usage of services remain low. For example, a Bureau of Justice Statistics report showed that 42 percent of victims did not report serious violent crime to law enforcement between 2006 and 2010.[19] This lack of reporting among survivors of crime highlights and likely contributes to persistent challenges in

[d] Since its inception in the 1960s, the victims' movement has been instrumental in bringing about major improvements in the way victims of crime are treated. For instance, the first victim compensation program was established in California in 1965, with nearly 30 states following suit over the next 15 years. The Victims of Crime Act (1984) provided funding to states for victim compensation and assistance programs and later, the Crime Victims' Rights Act (2004) bolstered the rights of victims and authorized funding for victim services.

responding to victimization and providing proper treatment. For example, a 2012 national survey showed that 65 percent of rape crisis centers surveyed had waiting lists for counseling services.[20] Increased reporting and provision of appropriate services could facilitate the prosecution of criminals, improve responses to survivors, improve survivor outcomes, and mitigate the increased risk of criminal offending that is often associated with victimization[a] or circumstances surrounding victimization,[a] ultimately increasing public safety.

Survivors of crime who belong to particular underserved groups (e.g., immigrants, LGBTQ individuals, people with disabilities, D/deaf and hard of hearing individuals, and people of color) are disproportionately affected by these dynamics because of their elevated risk of victimization as well as the distinct obstacles they face in accessing services and/or interacting with the justice system.[e]

Investments in programs aimed at increasing access to services for survivors of crime contribute to the CJII goals of improving public safety and enhancing fairness and efficiency in New York City's justice system. These investments also align closely with DANY's commitment to helping victims of crime attain justice and connect to services that can help in the healing process. Several DANY units and initiatives are particularly integral to these efforts and demonstrate the Office's commitment to serving victims. These include but are not limited to:

- ***Witness Aid Services Unit*** provides a variety of court-related services, social services, and counseling services designed to meet the needs of crime victims, witnesses, and their families. The unit also provides information related to the prosecution of the case, assists victims in understanding the criminal justice system, and provides information regarding crime victims' rights.
- ***Immigrant Affairs Unit*** addresses the victimization of immigrants. Immigrants seeking residency or citizenship are often preyed upon by criminals who steal from them by employing a variety of schemes. The program is meant to aid and encourage both documented and undocumented immigrant victims and witnesses who may fear cooperating with law enforcement because of their immigration status.
- ***The Manhattan Family Justice Center*** provides victims of domestic violence with a variety of resources that aid in the healing process, such as safety planning, support groups, counseling, and access to emergency shelter and housing. The Manhattan DA's Office piloted the first Center of this kind in New York City.

Applicants will be asked to speak to potential collaboration with entities such as these and other New York City government agencies, as appropriate and with respect to implementation of their proposed program(s).

B. Program Description

This request seeks proposals to increase access to services for survivors of crime. Applicants

[e] For more detailed information on these focus populations with respect to victimization, the barriers they face (Ciarlante & Fountain, 2010; Grant et al., 2011; Tyiska, n.d.), and their unique needs (Balderian, Coleman, & Stream, 2013; Obinna, Kreuger, Osterbaan, Sadusky, & DeVore, 2006; Rich & Grey, 2005; Smith & Hope, 2015), see Appendix 3.

may propose to a) expand/enhance their existing capacity to deliver services or b) develop and pilot new approaches to increase access to services for, and potentially increase crime reporting among, underserved groups. Proposed programs should reflect best practices for working with survivors of trauma. Programs should be administered in Manhattan and/or serve residents of Manhattan, with preference given to applicants with close community ties in and serving residents of four focus neighborhoods: East Harlem, Central and West Harlem, Washington Heights, and the Lower East Side. DANY and ISLG encourage organizations with varied levels of capacity, and organizations with singular and multiple areas of expertise, to submit proposals in response to this RFP.

Applicants may propose up to three programs in response to this RFP. Applicants proposing multiple programs should submit one proposal but should speak to each program when appropriate (see *VI. Proposal Content and Format* for further instructions). A single program may be designed to serve one or more of the aforementioned focus populations.

1. **Eligible Programs:** Applicants may propose to a) expand/enhance an existing program, or b) develop and pilot a new program approach to increase access to services among survivors of crime, and possibly also increase crime reporting. Eligible programs include those that foster engagement with specific groups (e.g., targeted outreach and education, interpretation) as well as those that improve the relevancy of services to specific groups (e.g., education and training for service providers, culturally-specific programming).

   Listed below are some examples of eligible programs. This list is not intended to be exhaustive. Applicants who have expertise in the needs of specific survivor groups are encouraged to propose efforts that will help address survivors' needs and accomplish the goals of this initiative, whether or not they fall within the list of areas below.

   a. Interpretation, e.g.:
      i. Interpreters for speakers of languages other than English, with particular training on trauma and/or victimization, to ensure all survivors have access to the best provider(s) that can meet their particular needs
      ii. American Sign Language interpreters for victims of domestic violence/sexual assault, with particular training on domestic violence/sexual assault and trauma

   b. Education and training for providers, to ensure services are culturally-competent, e.g.:
      i. Engaging survivors of color, particularly Black and Latino males who are survivors or witnesses of violent crime
      ii. Serving survivors with disabilities (e.g., streamlining interviewing/intake processes to minimize demand on survivors; maintaining confidentiality and privacy, etc.)
      iii. Working with LGBTQ survivors, especially those of domestic violence and sexual assault

iv. Training for service providers on identifying and hiring qualified sign language interpreters to serve D/deaf and hard of hearing survivors of domestic violence and sexual assault

c. Culturally-specific programming, e.g.:

i. Legal assistance and pathway to citizenship support for immigrant survivors (undocumented and documented)

ii. Counseling for survivors of domestic violence who have a physical or mental disability

iii. Legal support for LGBTQ individuals who have suffered harassment and discrimination (on the job; in matters related to housing, healthcare, etc.)

iv. Therapy for individuals of color who have witnessed and/or are survivors of violent crime

d. Public awareness and targeted outreach, e.g.:

i. Targeted educational campaigns to help identify abuse or victimization and encourage reporting

- Basic education regarding definitions of abuse for survivors, witnesses, and/or perpetrators belonging to a particular immigrant community
- Information for family members on how to identify victimization among people living with disabilities

ii. Targeted campaigns to increase awareness about the availability of culturally-specific services

- Education/information on reporting, rights, protection, and access to free services for survivors of color, particularly men of color who have experienced or witnessed violent crime
- Information on services that ensure communication access for D/deaf or hard of hearing survivors and non-English speakers who are survivors of domestic violence and sexual assault

e. Other approaches that improve access for (and potentially increase reporting among) survivors of crime, e.g.:

i. Providing transportation or escorting survivors to supportive services

2. **Eligible expenses:** A total of $11.4 million dollars are available for up to ten programs. Funding will be for up to three years for program implementation. Projects that include a planning phase will receive additional funding for up to six months, prior to the start of implementation funding. Funding may be used for the costs of operating and/or implementing programs to improve access to survivor services and may include staff, materials, operations, and other program expenses necessary to meet survivors' needs and accomplish the goals of CJII. Funds should not be used to supplant existing funding.

C. Focus Populations

Programs that are specific to the groups listed below are of particular interest to DANY. As mentioned, survivors from these groups are often less likely to report victimization and to utilize supportive services, which contribute to poorer outcomes. Applicants should submit proposals specific to one or more of the following focus populations:

- Immigrants
- LGBTQ individuals
- Individuals who are D/deaf or hard of hearing[f]
- Individuals living with disabilities or who are differently-abled
- People of color
- Individuals who belong to other underserved groups

Other CJII investments are intended to complement this approach to improve access to services and reporting of crime (see announcements about *Youth Opportunity Hubs* and *Community Navigators*).

D. 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 justice system. Specifically, the programs should seek to *increase access to services* for survivors of crime, particularly those belonging to underserved groups, which may in turn *increase crime reporting*. Applicants may propose to a) expand/enhance their existing capacity to deliver services or b) develop and pilot new approaches to accomplish the aforementioned goals. Programs should be or aim to be trauma-informed (programs that are not currently trauma-informed may be provided technical assistance) when appropriate for the proposed focus population. Proposals should also include a robust outreach strategy to increase service usage among the relevant groups.

Program outcomes may include but are not limited to:

- Higher rates of service use among survivors of crime
- Greater satisfaction with services among survivors of crime
- More supportive and responsive social service contexts for focus populations
- Better individual and family functioning among survivors of crime:
    - Improved social and emotional well-being
    - Reduced incidents of child abuse and neglect
    - Improved participation in the workforce
    - Improved financial independence
    - Improved interpersonal relationships
    - Improved occupational functioning (e.g., job attendance, productivity, tardiness)
- Higher rates of reporting to law enforcement among survivors of crime
- Greater participation in the prosecution of crime among survivors

[f] "Deaf" refers to individuals who identify as belonging to a unique cultural and linguistic community, whereas "deaf" refers to an audiological condition of not hearing. In this RFP, one focus population consists of Deaf, deaf, and hard of hearing individuals, which will be referred to as "D/deaf and hard of hearing" from here forward.

Applicants should highlight how their proposed program(s) will achieve these and/or other goals and objectives (see *Appendix 1*).

V. Deliverables

The funded applicant 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.

VI. Proposal Content and Format

Applicants are required to structure their submission in multiple parts, listed below. Each lettered item should be a separate document, which applicants will upload to the CJII Application Portal as part of the application process.

As noted, applicants may propose up to three programs in response to this RFP. Applicants proposing multiple programs should submit one proposal but should speak to the different programs when appropriate. Further instructions are included below for parts of the submission that should be modified if the applicant proposes multiple programs.

A. Cover Letter

For each proposed program, the cover letter should include: activities of the proposed program to increase access to services; the focus population(s) to be served; whether the proposed program is a new program or an expansion of an existing program; and the requested amount and proposed duration of funding. The letter should include basic information (e.g., location, contact information) about the applicant. If the applicant does not have its own 501(c)(3) status but has a fiscal sponsor, this should also be stated. The cover letter should be signed and dated by an authorized representative of the applicant.

B. Program Narrative

Describe in detail how the proposed program(s) will provide the services set forth below. For proposals that include multiple programs, the Program Narrative should include a subsection for each program that specifically addresses the following:

1. **Program Design:** All applicants should discuss the elements below as they relate to the program for which they are seeking funding:
    a. Program activities and goals: What activities does the program entail (e.g., legal services for immigrants or LGBTQ survivors of crime; sign language interpreters for D/deaf and hard of hearing victims of domestic violence)? Which barrier(s) is the program designed to address? What are the program objectives and goals? How will the program activities contribute to

improved outcomes? How do these activities expand beyond the provider's existing services and which gaps do they address? Which gaps will remain unaddressed even if CJII funding is awarded?

b. Program model, best practices, and evidence base: Has the program approach been evaluated and demonstrated to be effective? If not, describe the literature, theories, and/or evidence that suggest the program would be effective. Further, applicants should speak to the extent to which their proposed services are culturally and linguistically appropriate for the focus populations; this could include identifying elements of program design that allow for flexibility and tailoring of program approach based on clients' backgrounds, and key staff members who have specific expertise to serve those individuals.
c. Approach to addressing trauma: Does the program employ trauma-informed approaches, if appropriate for the focus population? If so, describe how these are integrated into the program model.
d. Focus population(s): What is the program-specific focus population(s) and the inclusion and exclusion criteria? Are there specific groups for which the program is designed (e.g., immigrants from a specific region or country)? DANY is open to funding programs that are tailored to specific subgroups, particularly those who are underserved and for whom there may not be adequate service access or availability in NYC. In addition, in what neighborhood(s) will these services be provided?
e. Outreach: How will the applicant conduct outreach to the focus population(s)? Do applicants have existing partnerships with city agencies and providers, including for referral purposes? How will the applicant collaborate with city agencies (e.g., DANY's Immigrant Affairs and Witness Aid Services Units) to identify and engage potential clients who may benefit from their services? The applicant may propose to enhance their existing outreach strategy and/or implement a new approach to effectively engage individuals belonging to the group(s) of interest.
f. Numbers served: *If this is a new program*, how many clients does the program plan to serve in each year of funding, using the CJII funds? *If this is an expansion of an existing program*, how many clients does the program currently serve? Does the demand for services outweigh the number of clients currently served? If yes, please speak to the extent of the demand beyond the current numbers served. If no, what is the maximum number of clients the program can currently serve? If the program receives funds to expand, how many additional clients would be funded through CJII? How many clients in total would be served through the expanded program?
g. Program dosage: What is the proposed length of program involvement (e.g., number of sessions and over what length of time)? What is the duration and intensity of each session/visit (if applicable)? What constitutes program completion/exit (if applicable)?
h. Collaboration with Navigators: Funded applicants will be required to work with Community Navigators (see the CJII Plan at www.cjii.org).

Navigators will help connect survivors of crime to the funded applicants and, when appropriate, connect clients who are survivors of crime with other service providers to help meet additional needs. Community Navigators are trained peers and social workers who will work with individuals to locate, connect, engage, and stay involved with the services they need. Navigators meet people where they are and serve as the bridge to connect individuals to services and resources across organizations, city agencies, and systems. The Navigators will be mobile and will accompany individuals across different systems and organizations to ensure they are connected with the services and resources they need (e.g., connecting a survivor of domestic violence living with disabilities who visited DANY's Family Justice Center to a funded applicant delivering mental and behavioral health services tailored to meet the survivor's needs). Community Navigators will enhance the work of applicants funded through this RFP by identifying clients, connecting clients to services, and working with clients for a short time to ensure they stay engaged with those services.

   i. Timeline: Provide a timeline that outlines the major milestones of the program and how they align with program goals. The timeline should also indicate key staff responsible for each milestone and denote milestone completion by month or quarter.

2. **Program Monitoring:** Applicants should describe their current ability to collect and manage data (see *Appendix 1* for more information). The effectiveness of programs funded under the *Increase Access to Services for Survivors of Crime* initiative may be subject to an independent evaluation, particularly for funded applicants implementing new programs. All funded applicants will be required to provide performance measurement data to ISLG and, when applicable, the third-party evaluator throughout the duration of the contract and possibly for an additional year after funding ends.
3. **Sustainability:** Applicants should consider sustainability in the design and implementation of the project and address steps they will take to increase the likelihood of sustainability following the end of grant funding. For instance, applicants may propose to partner or collaborate with other organizations or agencies they believe might wish to fund the program in the future. Applicants should also discuss the government agencies and other funding sources that they believe might fund the program(s) in the future to extend their overall impact, with as much specificity as possible.

The Program Narrative should be double-spaced, using standard 12-point font (Times New Roman is preferred) with 1-inch margins. Pages should be paginated. Applicants may submit up to 15 pages of program narrative (addressing all of the items above) for each proposed program. (For example, if a submission includes proposals for two programs, each program-specific subsection of the Program Narrative can be 15 pages.)

C. Organizational and Staff Capacity

CJII is committed to funding neighborhood-based programs and helping CBOs to develop capacity where needed. DANY and ISLG encourage organizations with varied levels of capacity, and organizations with singular and multiple areas of expertise, to submit proposals in response to this RFP. Applicants should 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 monitoring and/or evaluation design). 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.

Applicants should describe their organizational (i.e., technical, managerial, and financial) capacity to perform the work set forth in *Section IV.B* above. Applicants should specifically address or include the items listed below. Applicants proposing multiple programs should specify, as appropriate, when certain information presented is specific to a particular proposed program.

1. Number of clients the applicant has served for similar services in the previous calendar year.
2. Resources that the applicant would use to provide the services, including number of all permanent full-time staff members, facilities, and technology (if applicable).
3. Description of any resource or referral directory (if applicable, e.g., of other providers in the neighborhood or city and to which clients are referred) maintained by the applicant and/or partner providers, current use, and staff resources needed to maintain the directory.
4. Description and evidence of community/neighborhood ties. Identify any partnerships with other service providers (e.g., community-based organizations, churches, schools) and describe the nature of the partnerships.
5. Whether or not the applicant proposes to use volunteers as part of program delivery and, if so, the anticipated number of volunteers per month and their purpose. Also, indicate the applicant's number of current volunteers per month.
6. An explanation of how the supports/opportunities proposed will fit into the applicant's current or future organization, if the approach funded here represents only a portion of the applicant's overall mission and services (e.g., a primarily immigrant-serving organization which also houses programs for survivors).
7. Attach letters of support from partner service providers, city agencies, consultants, and other funders.
8. Attach 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.
9. Areas in which training and technical assistance (TTA) 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.
10. Basic information about any subcontractors.

D. <u>Experience</u>

Describe the successful relevant experience of the applicant, each proposed subcontractor or consultant (if any), and the proposed key staff in providing the work described in *Section IV.B* above. Applicants should specifically address or include the items listed below. Applicants proposing multiple programs should specify, as appropriate, when certain information presented is specific to a particular proposed program.

1. Explain how the applicant's current and/or previous work is relevant, and how this knowledge and experience will be leveraged in the planning (if applicable) and implementation/expansion of the proposed project. Applicants should describe staff's training and experience as it relates to doing the work specific to the focus population(s) and proposed approach to increase access to survivor services, and possibly increase reporting.
2. 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 have training and experience in working with individuals from the focus population(s)? What additional training will key staff need to deliver the proposed program? Do staff have experience recognizing and responding to individuals with past traumatic experiences?
3. Indicate the length of time the applicant has a) been in operation and b) provided services relevant to this RFP.
4. Attach resumes of the key staff who will be providing the work.
5. Attach a list of potential subcontractors (if applicable) and how they would contribute to the work outlined in the proposal.

E. Program Budget

Applicants should submit a budget for each proposed program included in their submission. For each budget, applicants should outline their proposed use of funding to achieve the goals of the proposed program and overarching goals of the *Increase Access to Services for Survivors of Crime* initiative. The budget should include a proposed breakdown of funds for planning (if applicable) and implementation/expansion by year. If the applicant has a fiscal sponsor, any fees charged by the sponsor should be included and clearly labeled in the budget.

For applicants proposing multiple programs, the program-specific budgets should be combined into one document, with each budget on a separate page or tab, for upload into the CJII Application Portal.

F. Program Budget Narrative

Applicants should submit a budget narrative for each proposed program included in their submission. In each narrative, applicants should describe funding needs on an annual basis over the length of the funding period (funding may vary by year). The narrative should link the proposed costs to the proposed program components and activities and outline any assumptions on which the corresponding budget is based.

For applicants proposing multiple programs, the program-specific budget narratives should be combined into one document, with subsections for each program, for upload into the CJII Application Portal.

G. Fiscal Sponsorship Documentation (if applicable)

As noted, projects and organizations that do not have their own 501(c)(3) status may apply but 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.

H. 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.
- Pages should be paginated.
- Length: For applicants proposing one program, the Program Narrative should not exceed 15 pages (double-spaced). For applicants proposing multiple programs, the Program Narrative should be divided into subsections for each proposed program; each of those subsections should be no more than 15 pages. There are no length restrictions on other sections of the submission.
- Proposals should not contain hyperlinks. All relevant information should be included in the body of the proposal. Reviewers will not visit external websites when evaluating submitted proposals.

VII. Proposal Evaluation and Contract Award

A. Evaluation Procedures

All proposals accepted by ISLG will be reviewed to determine whether they are responsive to the requisites of this RFP. Proposals that are determined by ISLG to be non-responsive will be rejected. An evaluation team will evaluate and rate proposals based on the evaluation criteria prescribed below. ISLG reserves the right to conduct site visits and/or interviews and/or to request that applicants provide additional information or make presentations and/or demonstrations, as they deem applicable and appropriate. Although discussions may be conducted with applicants that have submitted acceptable proposals, the Research Foundation reserves 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. DANY will be responsible for making all final funding decisions. 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 final funding decisions.

DANY reserves the right to fund none, one, or multiple programs, 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(s):

- Quality of program description – 55%
- Level of organizational capacity – 20%
- Prior relevant experience – 20%
- Budget narrative – 5%

C. Basis for Contract Award

Contract award(s) will be made to the applicant(s) whose proposal(s) are 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 "Evaluation Criteria") and outlined above. Contract awards shall be subject to the timely completion of contract negotiations between the Research Foundation and the selected applicants. Applicants will not be awarded the Phase II portion of the funding until their Phase I plans (for new programs only, see *Section III.C*) have been completed and approved.

VIII. Appendices

Appendix 1: Performance Measurement

DANY and ISLG are committed to measuring outcomes for all CJII-funded programs and disseminating that information so that others can learn from and build on those outcomes.

All funded applicants will be required to provide data on performance measurement to ISLG and/or the program's third-party evaluator. Initial metrics will be finalized during the contracting process and may be subject to change during the grant term, after discussion among all parties, based on programmatic implementation concerns, availability of data, or research needs.

As part of the application, applicants should provide the following information for each proposed program included in the proposal:

1. Clearly articulated goal(s) that are broken down into objective(s) (see Exhibit 1 below);
2. Anticipated process, output, and outcome measures for each objective for each quarter, with a particular focus here on process outcomes; in addition, applicants should specify potential output and outcome measures, which may be refined via conversations with the program;
3. Methods of data collection (any costs related to data collection / analysis should be incorporated in the budget and explained in the project 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 should use the format in Exhibit 1 to specify their plans for performance measurement, including how their project goals relate to outcomes. Sample information is included in Exhibit 1 only as an example.

Exhibit 1. Performance Measurement Plan

Goal	Objective	Process Measure & Target	Output Measure & Target	Outcome Measure & Target	Data Source(s)
Goal #1: Improve reporting of crime among survivors belonging to special populations(s)	1a) To improve rates of crime reporting among LGBTQ individuals	1a) Q1: Percent of LGBTQ clients who believe law enforcement is "committed to their safety": 55%	1a) Q1: Number of LGBTQ survivors seeking services who indicate they reported crime to law enforcement: 25	1a) Q1: Percent of LGBTQ survivors seeking services who indicate they reported crime to law enforcement: 45%	NYPD, DANY records; client surveys
		1a) Q2: Percent of LGBTQ clients who believe law enforcement is "committed to their safety": 65%	1a) Q2: Number of LGBTQ survivors seeking services who indicate they reported crime to law enforcement: 28	1a) Q2: Percent of LGBTQ survivors seeking services who indicate they reported crime to law enforcement: 55%	
		1a) Q3: Etc.	1a) Q3: Etc.	1a) Q3: Etc.	
		1a) Q4: Etc.	1a) Q4: Etc.	1a) Q4: Etc.	
	1b) To improve identification of LGBTQ victims among law enforcement	1b) Q1: Percent of police officers completing training on LGBTQ survivors: 75%	1b) Q1: Number of survivors queried about LGBTQ identity in responses to DV calls: 15	1b) Q1: Percent of police officers asking about LGBTQ identity in responses to calls about DV: 60%	Program records; surveys
		1b) Q2: Percent of police officers completing training on LGBTQ survivors: 80%	1b) Q2: Number of survivors queried about LGBTQ identity in responses to DV calls: 22	1b) Q2: Percent of police officers asking about LGBTQ identity in responses to calls about DV: 65%	
		1b) Q3: Etc.	1b) Q3: Etc.	1b) Q3: Etc.	
		1b) Q4: Etc.	1b) Q4: Etc.	1b) Q4: Etc.	
List goal #2					
Etc.					

Note that applicants who lack capacity for performance monitoring and data collection may be offered assistance by CUNY ISLG to comply with this funding requirement.

Appendix 2: Deliverables

The funded applicant 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. Deliverables for Funded Applicants

#	Name	Description	Frequency/Due Date
1	Program Plan	Detailed plan for program roll-out based on research and planning.	Once
2	Client-level data	Client information such as: • Date enrolled in program • Client demographics, such as race, gender, and age • Risk assessment outcome • Services provided • Length of participation in program	Quarterly
3	Operational costs status report	Financial reports	Twice per year
4	Implementation report	Report on challenges to implementing and growing the program; status of solutions; outputs	Quarterly
5	Outcome data	Data on various outcomes as requested by ISLG and/or external evaluator	Quarterly or twice per year

Appendix 3: Focus Populations

Despite significant advances in supports for survivors of crime over the past fifty years,[g] the need for increased reporting and improvement in services for survivors of crime remains. Survivors of crime[h] who belong to particular underserved groups (e.g., immigrants, LGBTQ individuals, people with disabilities, D/deaf and hard of hearing individuals, and people of color) are disproportionately affected by these dynamics because of their elevated risk of victimization. This appendix presents information on the focus populations of this initiative and the unique obstacles they face in accessing services and/or interacting with the justice system.

Immigrants

Many immigrant groups are vulnerable to victimization because of their language, skin color, and/or immigration status, which further complicates their access to recourse. One Houston-area study found that nearly 60 percent of the 907 immigrant respondents reported being victimized in the past three years. More than 55 percent of every ethnic group in the sample, including Latino, Vietnamese, Korean, and Chinese respondents, reported being victimized (e.g., coerced into sexual acts, robbed, physically attacked) during this time frame.[21]

Large-scale national data are limited regarding immigrant survivors' reporting and service use, but several individual studies suggest that immigrant victims are less involved in the justice process than non-immigrants. In a national study of Latino/a and non-Latino/a adults, Latino/a immigrant victims of intimate partner violence were found to access formal victim services less than Latino/a non-immigrants (6.9% vs. 14.7%).[22] Other research has also found undocumented Latina immigrants to be less likely than immigrants with temporary or permanent status to access formal victim services (e.g., contacting police, the courts, survivor services, and health/medical care).[23] And in a survey of Latina immigrant domestic violence victims in Washington, D.C., resource use was generally higher among women who had lived in the United States for longer or who had permanent or temporary residence, as opposed to undocumented status.[24] Similarly, another study found that residents who lived in the United States for more than 10 years were more likely to report a crime than those who did not.[25]

LGTBQ Individuals

Information on LGBTQ survivors is sparse, likely due in part to underreporting by both survivors and agencies. The limited data that are available show that in 2012 sexual orientation was the second most commonly identified type of bias motivation in hate crimes (behind religion) in NYC.[26] One national study concluded that 20 percent of a sample of 662 gay, lesbian, and bisexual adults reported being victimized because of their sexual orientation.[27]

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[g] Since its inception in the 1960s, the victims' movement has been instrumental in bringing about major improvements in the way victims of crime are treated. For instance, the first victim compensation program was established in California in 1965, with nearly 30 states following suit over the next 15 years. The Victims of Crime Act (1984) provided funding to states for victim compensation and assistance programs and later, the Crime Victims' Rights Act (2004) bolstered the rights of victims and authorized funding for victim services.

[h] Throughout this RFP, "survivor" and "victim" are used interchangeably. When possible, this RFP uses "survivor" to emphasize individuals' resilience and the possibility of improving the life outcomes of those who have experienced victimization. "Victim," however, is more commonly used in the criminal justice field and when referring to others who help survivors of crime (e.g., "victim advocate"). When citing specific research and policy sources, this RFP adopts the terminology used in the publication of note.

Additionally, The New York City Anti-Violence Project reported that they served 361 new survivors of hate violence in 2014.[28]

LGBTQ people not only face high rates of victimization but also have difficulty accessing services for survivors. In one national survey of service providers, the majority of those surveyed agreed that there was a lack of training in LGBTQ victim-specific issues, a lack of funding and staffing for LGBTQ-specific services, and little capacity to collect data on LGBTQ victims' service usage. The study also indicated that gay and transgender people experience particular trouble in accessing general victim services, compared to lesbians.[29] Survivors as well as service providers reported barriers to service access. A survey of transgender individuals found that one in five reported being refused medical care and almost one in three reported experiencing harassment in medical settings.[30] Nearly half of transgender respondents in a New York State survey indicated they were "uncomfortable seeking police assistance," and one in ten were "denied equal treatment or harassed by judges or court officials."[31] These findings are supported by research from other Western contexts, which find that LGB people feel unprotected by laws and discriminated against by the police.[i,32]

Several additional barriers may prevent LGBTQ people from accessing services for survivors. Shelter services, which are typically restricted to women and children, may be unavailable for gay men. Lesbian women may fail to find them useful if abusive partners are also able to gain entry, and LGBTQ residents face possible abuse from shelter residents about their sexual orientation or gender identity as well. Additionally, disclosure about victimization among LGBTQ individuals also raises the issue of disclosure about LGBTQ identity. For some victims, reporting reasons for victimization, or being open about their sexuality in the context of service provision, also risks being outed to family, friends, or colleagues.[33]

Individuals Living with Disabilities

People with disabilities or different abilities face alarming rates of victimization. According to the Bureau of Justice Statistics, individuals with disabilities had a violent victimization rate in 2012 almost three times higher than those without disabilities. The victimization rate was even higher for those with multiple disabilities.[34]

In addition to an elevated risk of victimization, people with disabilities face distinct obstacles in accessing services, such as physical and social isolation, provider accessibility—both emotional and physical—and mobility and communication challenges.[35] Furthermore, people with disabilities may be reluctant to access victim services because for some people with disabilities, service providers are a source of abuse.[36] People with disabilities may also fear that current services could be curtailed or discontinued if they report abuse or victimization.[37]

As a result of the many barriers to accessing services, rates of reporting and access to survivor services are lower among individuals with disabilities than those without. More than one third of victims with disabilities in a national survey indicated they had been afraid to report their abuse (e.g., for fear of retaliation).[38] A needs assessment of Denver crime victims found that women with disabilities were less likely than other survivors to report their victimization to law

[i] This study focused on lesbian, gay, and bisexual populations. It did not speak to transgender individuals nor explicitly identify individuals as "queer."

enforcement.[39] In addition, in a 2012 national survey of 1,249 people with disabilities, two thirds of victims said they did not receive counseling or therapy; however, when counseling/therapy was provided, more than four fifths said it was helpful.[40]

Overall, victims of abuse with disabilities in the aforementioned survey were unlikely to have reported abuse to relevant authorities, though a slight majority of victims were found to have reported abuse when their family members were also included in the analysis.[41] Thus, in certain circumstances involving family members may serve as an important factor in increasing reporting and, in turn, the extent to which victims with disabilities access services.

Deaf and Hard of Hearing Individuals

Information on victimization of individuals who are D/deaf and hard of hearing is also limited, with minimal data collected at the national, state, or local level.[42] Existing data suggest that D/deaf and hard of hearing individuals are likely at a higher risk of being victimized than hearing individuals.[43] Further, domestic and sexual violence against D/deaf and hard of hearing individuals is of particular concern: recent studies indicate that Deaf individuals may experience this type of victimization at rates up to twice as high as those of hearing individuals.[44]

D/deaf and hard of hearing survivors, and those at risk of domestic and sexual violence in particular, face unique barriers to service access. Victim service providers are generally not equipped to communicate with D/deaf and hard of hearing survivors. One major barrier to access is a lack of knowledge regarding deafness and Deaf culture among mainstream victim service organizations and staff. Hearing individuals often view deafness from a medical perspective (i.e., as a type of disability), whereas many deaf individuals consider themselves "Deaf," that is, part of a unique community with a shared culture and language that is simply different than the hearing majority.[45] Not only is knowledge of Deaf culture often lacking, there is limited awareness of how the community views and responds to domestic and sexual violence. Training for providers on how to serve these survivors is critical.[46] Conversely, some Deaf-specific providers lack the capacity to serve survivors of domestic and sexual violence, also a critical piece to service provision.[47]

Another major barrier that D/deaf and hard of hearing survivors face is a lack of language access. American Sign Language interpreters are not typically used to facilitate communication between D/deaf victims and medical staff, victim advocates, and law enforcement. However, the Americans with Disabilities Act requires agencies to provide auxiliary aids—which may include interpreters—to ensure communication.[48] Identifying interpreters with the appropriate qualifications to serve victims of crime—*particularly* victims of domestic and sexual violence—is critical. In addition, interpreters should be trained in trauma-informed interpretation (to minimize the likelihood of re-traumatization and maximize the effectiveness of the support services). The absence of an oversight body, lack of standards, and no required certification for sign language interpreters further complicates this space. Without qualified interpreters, D/deaf and hard of hearing victims often rely on family or friends to facilitate communication with authorities and/or providers regarding their victimization, which may inhibit their honest reporting of incidents (since they are reporting sensitive information to individuals with whom they have close relationships).[49]

Other barriers abound for D/deaf and hard of hearing survivors as well. Services are often available only in auditory form. For example, hotlines for reporting incidents and service referral are typically available only as phone-based resources. However, victims cannot rely on providers having access to a teletypewriter (TTY) or on staff knowing how to use this tool, nor is this approach ideal for a victim in crisis seeking immediate help.[50] Experts and community leaders highlight the need for tailored outreach from victim service providers to the Deaf community, targeting Deaf-specific places (e.g., schools, cultural events) and including information on access to services.[51]

People of Color

People of color experience disproportionately high rates of victimization**.** Ongoing historical disadvantages, such as limited residential mobility, racial profiling, mass incarceration, and racial segregation, contribute to disproportionate numbers of Black and Latino males living in poor urban neighborhoods, putting them at higher risk for violent victimization, compared with White males.[52] For example, in 2014, violent victimization was 30 percent more prevalent for Blacks than Whites, and the rates for nonfatal injuries from assaults were about 225 percent higher for Black males compared to White males.[53] From 2007 to 2010, Hispanics experienced higher rates of violent victimization in newly emerging Hispanic metropolitan areas (26 per 1,000) than in other areas (i.e., in established or small Hispanic areas; 16 to 20 per 1,000).[54]

Evidence suggests that Black and Latino male victims lack appropriate victim services,[55] despite the potential of supportive services to reduce the likelihood of recurrent injury and re-victimization[56] and to help reduce engagement in future violence.[57] Young men of color often do not perceive themselves as having been victimized. For example, a group of 16- to-18-year-olds recently released from NYC's Rikers Island jail did not consider themselves "victims of crime," even though most had been robbed, burglarized, and/or physically assaulted.[58] Those who do not view their experiences as victimization are unlikely to seek out services; consequently, providers rarely serve victims who are young men of color and therefore are not equipped to address this group's particular needs.[59] This lack of adequate services, coupled with a deficit of trust in the justice system, discourages crime reporting and witness participation among victims of color.[60] This reality deprives many male victims of color of adequate services. Furthermore, it has a negative effect on the prosecution of violent offenses: prosecutors lose or drop cases due to lack of reporting or witness testimony, which in turn elevates threats to public safety.

Race and ethnicity also factor into crime reporting and service access and use, regardless of gender. For instance, data from the National Crime Victimization Survey on violent crimes—simple assault, aggravated assault, sexual assault, robbery—between 2006 and 2010 found that Asian/Native Hawaiian/Other Pacific Islander and multiracial victims were least likely to report violent crimes to the police, whereas Black and American Indian/Alaskan Native victims were most likely to report.[61] However, in a similar analysis of service use from 1993 to 2009, the percentage of victims of serious violent crimes—aggravated assault, sexual assault, robbery—receiving services was higher among multiracial and White victims than Black and Hispanic victims.[62] Thus, although Black victims may most frequently report violent crimes among minority racial/ethnic groups overall, they appear to use services least frequently. Hispanics reported crimes at rates in between White and Black victims, but were also among the least likely to use services, suggesting barriers to service use for this group as well.[63]

Examining the justice experiences of Black and Latino male victims of violence and providing culturally competent services to address the needs of this harmed population is critical to prevent and interrupt cycles of violence.[64] Many victim services are created to serve a majority population and, consequently, are not fully relevant to some victims' cultures or experiences.[65] Language and cultural barriers often isolate victims, leaving them unable to contact or engage in victim services to address their experiences.[66] Research shows that victim services are more successful at helping victims of color when an individual's culture is taken into account during programming.[67]

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Appendix 5: Contract Template

RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK
ON BEHALF OF
THE INSTITUTE FOR STATE AND LOCAL GOVERNANCE
CONTRACT FOR _____ SERVICES

AGREEMENT

RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK
ON BEHALF OF
THE INSTITUTE FOR STATE AND LOCAL GOVERNANCE
CONTRACT FOR _____ SERVICES

PART I SPECIFIC TERMS AND CONDITIONS

PART II GENERAL TERMS AND CONDITIONS

PART III APPENDICES

RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK
ON BEHALF OF
THE INSTITUTE FOR STATE AND LOCAL GOVERNANCE
CONTRACT FOR _____ SERVICES

PART I
SPECIFIC TERMS AND CONDITIONS

Research Foundation of the City University of New York, on behalf of the City University of New York's Institute for State and Local Governance ("ISLG"), (together, the "Research Foundation") and the Contractor identified below, 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) these 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").

1. **The Contract and Key Defined Terms**

1.1 **Contract**: Specific Terms and Conditions (Part I), General Terms and Conditions (Part II), and Appendices (Part III)
1.2 **Commencement Date:** _____
1.3 **Term:** _____ Years from the Commencement Date
1.4 **Maximum Contract Price:** $_____
1.5 **Project:** _____
1.6 **Sponsor:** City of New York by and through the New York County District Attorney's Office
1.7 **Prime Contract:** Agreement between City of New York by and through the New York County District Attorney's Office and the Research Foundation

2. **Parties**

2.1 **The Research Foundation**: The Research Foundation of the City University of New York, a not-for-profit corporation, organized under the laws of the State of New York.
2.1.1 **On behalf of:** The Institute for State and Local Governance
2.2 **The Contractor**: _____, having an office at:

_____
_____
FEDERAL TAX ID# 13-3301417

3. **Notice Parties and Addresses**

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

3.1 **Notices to the Research Foundation:**

Research Foundation of the City University of New York
230 West 41st Street
New York, NY 10036
Attn: General Counsel

with copies to:

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

and

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

3.1.1 Notice to the Institute for State and Local Governance

Institute for State and Local Governance
10 East 34th Street
New York, New York 10016
Attn: Karen Goldstein, Counsel
Or by email at Karen.Goldstein@islg.cuny.edu

3.2 **Notices to the Contractor:**

_____
_____
_____
Attn:

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.

Research Foundation of the City University of New York on behalf of the Institute for State and Local Governance	**[CONTRACTOR]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK
ON BEHALF OF
THE INSTITUTE FOR STATE AND LOCAL GOVERNANCE
CONTRACT FOR _____ SERVICES

PART II

GENERAL TERMS AND CONDITIONS

ARTICLE I—SCOPE OF WORK, BUDGET AND PAYMENT

Section 1.01 Scope of Work. Contractor shall provide the services set forth in the Scope of Work attached hereto as Appendix A ("the Services").

Section 1.02 Budget. Contractor shall provide the Services in accordance with the Budget, attached hereto as Appendix B. Contractor may request modifications to the Budget by email to the Research Foundation and ISLG; modifications shall only be deemed approved if requested as set forth above and agreed upon in a writing signed by both parties.

Section 1.03 Invoices.

A. Timing and Format. Contractor shall invoice the Research Foundation no more than monthly and all invoices must be accompanied by all necessary documentation and in accordance with the Budget. The invoice shall be submitted in the same or similar format, including the same information, as indicated in the sample Invoice attached hereto as Appendix H.

B. Final Invoice. The final invoice shall be submitted by the Contractor within thirty (30) days of the expiration of this Contract, unless another time 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 sole discretion of the Research Foundation. 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

Section 1.04. Payment and Release. The Research Foundation shall pay the Contractor an amount not to exceed_____ for all services satisfactorily provided under the Contract and invoiced as indicated above. The acceptance by the Contractor of any payment made on the final invoice under this Contract shall terminate any obligation on the part of the Research Foundation for any additional payments to the Contractor and operate as and shall be a release to Research

Foundation from all claims for payment to the 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

Section 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 (e.g., the request for proposals) under which it proposed 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 F, must be reported to the Research Foundation within a reasonable time thereof. Failure to do so will be deemed a material breach of this Contract and could result in termination of this Contract.

Section 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 the Contractor and other funding sources, except upon the express written permission of the Research Foundation.

Section 2.03 Program Eligibility Except where expressly set forth in the Scope of Services and approved by the Research Foundation, Contractor represents and warrants that eligibility for admission to 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.

Section 2.04 No Fees. Contractor further represents and warrants that no clients or participants 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 or unless a waiver of this provision is approved in writing by the Research Foundation.

Section 2.05 Conflict of Interest. The Contractor represents and warrants that to the best of its knowledge no actual or potential conflict of interest, as defined in section 715-a (a) of the Not for Profit Corporation Law, has to be addressed in order for it to fulfill its obligation under this Contract.

ARTICLE III—DELIVERABLES AND DATA SHARING, USE AND LIMITATIONS

Section 3.01 Deliverables and reports. Contractor shall submit the deliverables and periodic reports required by this Contract, in accordance with the Scope of Work 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 the Research Foundation or ISLG.

Section 3.02 Data Tracking and Reporting. Contractor understands and agrees that a primary purpose of the Research Foundation and ISLG in entering into the Contract and funding the Services is to enable the monitoring and evaluation of the subject programs to determine impact. To facilitate this effort while safeguarding the confidentiality of personally-identifiable data and complying with applicable law, Contractor agrees to comply with the data reporting and protection provisions set forth in Appendix C, hereof, and made part of this Contract.

Section 3.03 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 Agreement. Contractor agrees: (a) to keep Confidential Information strictly confidential; (b) not to disclose Confidential Information without the Research Foundation and ISLG's prior written consent; and (c) not to use Confidential Information for any purpose other than performing its obligations under this Agreement.

Section 3.04 Publicity. Prior written approval is required from the Research Foundation and ISLG 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 Agreement, 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 Agreement. Contractors that receive funding through this RFP should reference the Criminal Justice Investment Initiative (CJII) in any public materials for the duration of funding using the following text: *[Program name] is funded in part by the Criminal Justice Investment Initiative (CJII). [For more information on CJII please visit: www.cjii.org.]* All references to CJII shall be made public only with prior approval from ISLG.

ARTICLE IV— FISCAL PROCEDURES; BOOKS, RECORDS AND AUDITS

Section 4.01 Limitation on use of funds

A. Proper purposes. Contractor shall only expend funds obtained through this Contract 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 included in the Budget or otherwise authorized in writing by the Research Foundation.

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

Section 4.02 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.

Section 4.03 Recoupment of disallowances, improperly incurred costs and overpayments. The Research Foundation may, at its option, either require the Contractor to reimburse the Research Foundation or withhold for the purposes of set-off any monies due to Contractor under this Contract 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 with regard to this Contract or to any other agreement between the parties hereto, including any agreement(s) that commenced prior to the commencement date of this Contract. Prior to the imposition of withholding for the purposes of set-off, the Research Foundation will provide the Contractor with an opportunity to be heard upon at least ten (10) days prior written notice.

Section 4.04 Maintenance of Books and Records. The 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 this Contract.

Section 4.05 Retention of Books and Records. The Contractor agrees to retain all books, records and other documents, including those required pursuant to Section 4.04, for six (6) full years after the date of 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 this 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.

Section 4.06 Inspection

A. Records Inspection. At any time during the Agreement or during the record retention period set forth in Section 4.05, the Research Foundation and ISLG, 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 the Contractor pursuant to this Article. Contractor will assist the Research Foundation and ISLG in this process, at no additional cost.

B. Site Inspection. In addition, Contractor shall permit ISLG or its designees 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. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section.

Section 4.07 Audit. This Contract and all books, records, documents and other evidence required to be maintained or retained pursuant to this Agreement, 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 the Research Foundation and ISLG.

Section 4.08 Compliance with Sponsor Mandates. Contractor specifically agrees to be bound by the provisions of Article 5 of Appendix A of the Prime Contract, attached hereto as Appendix D, and further specifically agrees that the Sponsor may enforce such provisions against Contractor as if the Sponsor were a party to the Contract.

ARTICLE V—PERSONNEL & FACILITIES

Section 5.01 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.

Section 5.02 Maintenance of Skilled Staff. Contractor shall maintain sufficient personnel and resources, including computer technology, to deliver the services described in the Scope of Work and perform and support necessary administrative functions throughout the term of this Contract, including but not limited to: program evaluation; program monitoring; program research and development, including the preparation of reports required by this Agreement; fiscal reporting, review, audit, and close-out of the Program; and implementation of any corrective actions required by ISLG.

Section 5.03. Screening of Staff and Responsibility for Screening. The 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, the Contractor will undertake the fingerprinting of employees and volunteers, including applicants, in accordance with instructions from the Research Foundation.

Section 5.04 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, the Contractor shall take appropriate action to remove the person from the proximity of program participants while the matter is being investigated by the 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 other legally mandated reporting of abuse, such as to the New York State Central Registry (SCR).

Section 5.05. 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.

Section 5.06 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. The Contractor shall be solely responsible for the safety and protection of all of its employees.

ARTICLE VI—CONTRACT ASSIGNMENT, MODIFICATION, TERMINATION

Section 6.01 Assignment. Contractor shall not assign, transfer, convey or otherwise dispose of this Contract or of Contractor's rights, obligations or duties, unless the prior written consent of the Research Foundation and ISLG is obtained. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.

Section 6.02 Subcontracting. Contractor shall not sub-contract any portion of the performance obligations of this Contract without prior written approval of the Research Foundation and ISLG. ISLG must approve all subcontracts required for fulfillment of one or more Contract or Program Phases before Contractor signs the subcontract or transfers funds to the proposed subcontractor.

Section 6.03 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 an email from the Research Foundation or ISLG extending the term of the Contract.

Section 6.04. Termination; Postponement; Suspension.

A. At the Research Foundation's discretion. Research Foundation shall have the right, upon thirty (30) days prior written notice, to postpone, delay, suspend or terminate the Contract or any part thereof which the Contractor is engaged to perform, at any time and for any reason in the Research Foundation's interest. 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. Research Foundation shall have the right to immediately 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 the Research Foundation, Contractor shall be paid allowable costs up to and including the date of termination.

C. Upon termination, postponement or suspension of the Prime Contract. If the Prime Contract is terminated, postponed or suspended, the Contract shall be terminated, postponed or suspended as soon as required by the Sponsor. Pending approval of the Sponsor, Contractor shall be paid allowable costs up to and including the date of termination, postponement or suspension, or such reasonable part of the fee as shall apply to services properly performed prior to the date of postponement, suspension or termination.

D. At the Sponsor's discretion. If the Sponsor determines it to be in the best interests of the New York City, the Contract shall be terminated by the Research Foundation upon written notice to the Contractor of at least ten (10) days, unless a shorter period is warranted by considerations of health, safety, integrity issues or other similar factors, in the sole discretion of the Sponsor. 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 termination.

ARTICLE VII—INSURANCE AND INDEMNIFICATION

Section 7.01 Insurance. Contractor shall, at its expense, maintain at all times during the terms of this Contract, maintain insurance in the amounts and coverage as set forth in Appendix E. The 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 the Research Foundation is obtained. Each insurance policy will name Research Foundation and the City University of New York as additional insured and will contain a clause requiring the insurer to give the Research Foundation at least 30 days prior written notice of any alteration in the terms of such policy or cancellation. Contractor shall provide to the Research Foundation evidence of such insurance on forms acceptable to the Research Foundation.

Section 7.02 Hold harmless and indemnification

A. Contractor shall indemnify the Research Foundation against and hold the Research Foundation harmless from any and all claims, actions, proceedings, expenses, damages, or liabilities, including reasonable attorneys' fees and court costs, resulting from the negligent acts, fault or default of the 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 the Research Foundation by the Contractor.

B. 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 the Research Foundation to the extent that is allowed by the law that limits the Contractor.

ARTICLE VIII—RIGHTS IN DATA, COPYRIGHTS AND PUBLICATION

Section 8.01 Rights in data and copyrights. Except for any pre-existing intellectual property used by the Contractor, all copyrightable works (including but not limited to reports, compilations of data, software or pictorial or graphics) created or prepared by the 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 the Research Foundation and all copyright rights therein are expressly intended to be wholly owned and the copyright to be held by the Research Foundation. To the extent that any such copyrightable works may not, by operation of law, be works for hire, the Contractor hereby assigns to the Research Foundation the ownership of copyright in such items and the Research Foundation 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 the Contractor). The Contractor agrees to give the Research Foundation or its designees all assistance reasonably required to perfect such rights.

Section 8.02 Publication. Contractor agrees to consult with the Research Foundation 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 patent rights. Proposed publications based on the work performed pursuant to this Contract shall be submitted to the Research Foundation for review thirty (30) days prior to publication. Research Foundation shall have thirty (30) days from receipt to review the publication and to advise of any changes or for filing for patent protection. If Research Foundation wishes to file for patent protection, Contractor agrees to delay publication for up to ninety (90) days from receipt of the publication.

Section 8.03 Infringement. The Contractor shall indemnify and hold Research Foundation harmless to the extent allowed by law for any damage or loss or expense sustained by Research Foundation from any infringement by the Contractor of any copyright, trademark or patent rights or design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Contract.

Article IX-MISCELLANEOUS

Section 9.01 Provisions of the Prime Contract. As required by the Prime Contract, Contractor agrees:

A. Compliance. The work performed by the Contractor must be in accordance with the terms of the Prime Contract, as indicated herein.

B. Rights of the City. Nothing contained in this Contract shall impair the rights of the Sponsor.

C. No Contractual Relationship. Nothing contained in this Contract shall create any contractual relation between the Contractor and the Sponsor.

D. Equal Employment Opportunity. The Contractor specifically agrees to be bound by Section 4.07 of the Appendix A of the Prime Contract, as attached hereto as Appendix I, and further specifically agrees that the Sponsor may enforce such provisions directly against the Contractor as if the Sponsor were a party to this Contract.

E. Nondiscrimination. As required by Admin. Code S. 6-123, the 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.

Section 9.02 Order of precedence. In the event of a conflict in the terms of this document and its attachment the following order of precedence will be applied:

1 The Contract
2. Appendix A: Scope of Work
3. Appendix B: Budget/Fee Schedule
4. Appendix F: Proposal
5. Appendix G: RFP
6. All other Appendices annexed hereto.

Section 9.03 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 Federal or Supreme Court located in New York State, New York County.

Section 9.04. Notices. The mailing of all notices, by certified mail, addressed to the Contractor shall be deemed sufficient notice to the Contractor. A facsimile or email notice to the Contractor at the facsimile number or email address listed on the in Part I of this Contract and a copy sent via First Class Mail at the address referred to on Part I shall also be deemed sufficient notice to the Contractor.

Section 9.05 One Year Limitation. No action shall lie or be maintained against Research Foundation 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 within one year after the final payment to the Contractor or within one year after the termination or expiration of this Contract, whichever is sooner.

Section 9.06. Non-waiver clause. Any failure or delay of the Research Foundation in exercising or enforcing the strict performance of any of the 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 the Research Foundation of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by the Research Foundation.

Section 9.07 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.

Section 9.08 Entirety of Agreement. This Contract with its attachments embodies the entire understanding of the parties and there are no other agreements or understandings between the parties relating to the subject matter herein.

Section 9.09 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.

Section 9.10 Counterparts and signatures. This Contract may be executed in counterparts and will be considered as one executed Contract and facsimile or electronic signatures (in pdf format) received by the appropriate party will be treated as originals

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ARTICLE X--ASSURANCES and CERTIFICATIONS

Section 10.01 Export Controls.

A. Contractor agrees to comply and reasonably assist the Research Foundation, upon request, in complying with, all applicable U.S. Government export and import laws and regulations, including but not limited to U. S. Department of Commerce Export Administration Regulations (EAR), 15 CFR 730-774, as applicable, and the U.S. Department of State International Traffic in Arms Regulations (ITAR), 22 CFR 120-132, as applicable.

B. Contractor agrees that it will not directly or indirectly export, re-export, distribute or transfer any technology, information or materials of any value to any nation, individual or entity that is prohibited or restricted by ITAR, EAR, the Office of Foreign Assets Contracts (OFAC), the United States Department of State's State Sponsors of Terrorism, or by any other government agency that requires said approval without first obtaining the appropriate license.

C. Contractor confirms that any confidential information disclosed during the course of the work herein will not contain export controlled technology or technical data identified on any U.S. export control list, including but not limited to the Commerce Control List (CCL), 15 CFR 774 and the U.S. Munitions List (USML), 22 CFR 121.

D. In the event, the Contractor intends to provide export controlled information, the Contractor will inform Research Foundation thirty (30) days prior to the release of such export controlled technology or technical data. Export controlled information will not be released to Research Foundation or CUNY personnel without prior written consent of the Research Foundation. If the U.S. government imposes a fine or penalty upon the Research Foundation because of the Contractor's failure to notify the Research Foundation,

Contractor agrees to indemnify and hold the Research Foundation harmless from any and all resulting fines and penalties from such omission.

Section 10.02 Civil Rights and Equal Employment Opportunity

A. Contractor agrees that it: (a) will comply with the 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.

B. Contractor agrees that it 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.

C. In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or any of the said rules, regulations, or orders, this Contract may be cancelled, terminated or suspended, in whole or in part, as deemed appropriate by the Research Foundation.

Section 10.03 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.

Section 10.04 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.

Section 10.05 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. Subrecipient agrees to notify Research Foundation immediately if it has cause to believe that any applicable data received or prepared under this agreement may have been obtained by an unauthorized person as defined in the Act and that Contractor will consult with Research Foundation prior to, during and after any required notifications. Contractor agrees to be solely responsible for any required notifications and agrees to indemnify Research Foundation against any damage due to a breach of security caused by Contractor.

Section 10.06 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 Research Foundation. In the event Contractor fails to notify Research Foundation, this Contract will terminate as of the date of such debarment, suspension, ineligibility and/or voluntary exclusions, such failure to notify is considered a material breach of this Contract. In the event the Contractor or its principles 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.

Section 10.07 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 Research Foundation.

Section 10.08 VENDEX

If applicable, the Contractor certifies compliance with the New York City Administrative Code regarding VENDEX registration requirements and shall provide a copy of the VENDEX questionnaire to the Research Foundation as requested by the Research Foundation. 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

RESEARCH FOUNDATION OF THE CITY UNIVERSITY OF NEW YORK
ON BEHALF OF
THE INSTITUTE FOR STATE AND LOCAL GOVERNANCE
CONTRACT FOR _____ SERVICES

PART III
APPENDICES

APPENDIX A **SCOPE OF SERVICES**

APPENDIX B **BUDGET/FEE SCHEDULE**

APPENDIX C **DATA SHARING AND PROTECTION**

APPENDIX D **SPONSOR RECORDS, AUDITS AND INVESTIGATIONS**

APPENDIX E **INSURANCE REQUIREMENTS**

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APPENDIX G **RFP**

APPENDIX H **INVOICE**

APPENDIX I **EQUAL EMPLOYMENT OPPORTUNITY**

APPENDIX A

SCOPE OF SERVICES

APPENDIX B

BUDGET/FEE SCHEDULE

APPENDIX C

DATA SHARING AND PROTECTION

A. Contractor agrees to disclose case/person-level data ("Data") regarding individuals who apply for or receive services pursuant to this Agreement. Such data uniquely describe a particular individual or could be used, either directly or in combination with other information, to ascertain the identity of a particular individual.

B. Contractor will protect Data in the manner specified by ISLG in writing.

C. At ISLG's direction, Contractor will disclose Data to ISLG, or to its' subcontractor(s), agent(s), or designated third-party evaluator(s). 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 time period in which it provides services pursuant to this Agreement and will continue to provide Data afterwards, for a time period to be determined, not to exceed 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 2 years before the services funded under this Agreement commenced.

E. Contractor agrees to provide Data regarding a list of specific performance and outcome metrics. While the general subject matter of these metrics is stated in the RFP, Contractor understands that the specific data elements will be determined based on program content and the availability of data, and may be subject to change during the term of the Agreement. Contractor agrees to work cooperatively with ISLG and its designees to mutually determine appropriate metrics.

F. Any evaluation is expected to result in various research products such as publications or presentations. Contractor understands that information concerning its involvement the work product, including a description of the services it provides, may be included in the research products. All research findings will be reported at the aggregate level and no personally-identified data concerning program participants or applicants will be disclosed.

G. At ISLG's direction, Contractor may be required to obtain informed, written consent from each program participant, or his/her legal representative, authorizing the disclosure of Data. Consent forms must comply with applicable statutes that protect particular types of confidential information, such as HIPAA, FERPA, or the Federal regulations regarding the confidentiality of drug and alcohol treatment records.

H. Any evaluation may result in the creation of a restricted access file. Such a file would contain information derived from the Data in de-identified form. The file would be available to researchers for the purpose of facilitating further research or confirming the results of the evaluation.

APPENDIX D

ARTICLE 5 - RECORDS, AUDITS, REPORTS, AND INVESTIGATIONS

Section 5.01 Books and Records

The 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 this Agreement.

Section 5.02 Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim, or audit. Any booths, 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." Furthermore, the 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).

Section 5.03 Inspection

A. At any time during the Agreement or during the record retention period set forth in Section 5.02, the City, including the Department and the Department's Office of the Inspector General, as well as City, State and federal auditors and any other persons duly authorized by the City 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 of on behalf of the Contractor pursuant to this Article. Notwithstanding any provision herein regarding notice of inspection, all books, records and other documents of the Contractor kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the Department's Office of the Inspector General and/or the Comptroller without prior notice and at no additional cost to the City. The Contractor shall make such books, records and other documents available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection. Notwithstanding the above, where the Contractor maintains or creates client records with a unique identifier for a client, the 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 the Contractor not redact client borough and zip code. If the Contractor maintains and provides access to such redacted or uniquely identified records, the 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 of 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 Agreement, provided that withholding such documents does not impede the ability of the Department to ascertain that contracted-for services have been rendered in accordance with this Agreement.

B. Notwithstanding the above, the 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 government representatives 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 Agreement.

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

Section 5.04 Audit

A. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, 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, the Department, and the Department's Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City, Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources or otherwise. Notwithstanding the above, where the Contractor maintains or creates client records with a unique identifier for a client, the 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 the Contractor not redact client borough and zip code. If the Contractor maintains and provides access to such redacted or uniquely identified records, the 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 the Department, withhold thorn 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 Agreement, provided that withholding such documents does not impede the ability of the Department to ascertain that contracted-for services have been rendered in accordance with this Agreement.

B. Audits by the City, including the Comptroller, the Department, and the Department's Office of the Inspector' General, are performed pursuant to the powers and responsibilities conferred by the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.

C. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Department and by the Comptroller in the exercise of his/her powers under Law.

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

Section 5.05 No Removal of Records from Premises

Where performance of this Agreement involves use by the 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, the 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 the Department's designated official, Upon the request by the Department at any time during the Agreement or after the Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

Section 5.06 Electronic Records

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

Section 5.07 Investigations Clause

A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted 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 tile transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

B. 1. 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 before a g t-and jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, or State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State, or;

2. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or' authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector' General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

C. 1. The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license 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.

2. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to

Paragraph E below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties that may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

1. 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. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, world done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that may be relevant and appropriate:

1. 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. 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 interest in the entity and/or the degree of authority and responsibility the person has within the entity.

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

4. The effect a penalty may have on an unaffiliated and unre1ated party of entity that has a significant interest in an entity subject to penalties under Paragraph D above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in Paragraph (C)(I) 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.

F. Definitions

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

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

3. The term "entity" as used in this Section shall be defined as any firm, partnership,

corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.

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

G. In addition to and notwithstanding any other provision of this Agreement, the Commissioner or Agency Head may in his or her sole discretion terminate this Agreement upon not less than three (3) Days written notice in the event the Contractor fails to promptly 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 of on behalf of any employee of the City or other person or entity lot any purpose that may be related to the procurement or' obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.

Section 5.08 Confidentiality

A. The Contractor agrees to hold confidential, both during and after the completion of termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The 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 the Contractor uses to preserve the confidentiality of its own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph B of this Section, the 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 the City would be required to disclose such reports, information oi data pursuant to the State Freedom of Information Law ("FOIL"), provided that the Contractor provides advance notice to the City, in writing or by e-mail, that it intends to disclose such reports, information or data and the City does not inform the contractor', in writing or by e-mail, that such reports, information, or data are not subject to disclosure under' FOIL.

B. The Contractor shall provide notice to the Department within three (3) days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the 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 the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement 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, The City 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. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures *prior* to implementation. Alternatively, at the City's discretion, or if monies remaining to be earned or paid under this Agreement are insufficient

to cover the costs detailed above, the Contractor shall pay direct1y for the costs, detailed above, if any.

C. The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The 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 Agreement.

D. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or' any intended issuing of any material for publication iii any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected *pursuant* to this Agreement at least twenty-four (24) hours prior to any statement to the press or at least five (5) business Days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor' may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section 5.08.

E. At the request of the Department, the Contractor shall return to the Department any and all confidential information in the possession of the Contractor or its subcontractors. If the Conti actor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Department 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. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor' retaining such confidential information. If the Department 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 5.02.

F. A breach of this Section shall constitute a material breach of this Agreement for' which the Department may terminate this Agreement pursuant to Article 10. The Department 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 the 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, the 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 the 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, the 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 I

SECTION 4.07 NON-DISCRIMINATION: E.O. 50 -- EQUAL EMPLOYMENT OPPORTUNITY

A. This Agreement 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 agreement will be awarded unless and until these requirements have been complied with in their entirety. The 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 st8tus, 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 the 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 Agreement 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. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

1. Disapproval of the Contractor; and/or

2. Suspension or termination of the Agreement; and/or

3. Declaring the Contractor in default; and/or

4. 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 in one or more instances may result in the Department declaring the Contractor to be non-responsible.

D. The Contractor agrees to include the provisions of the foregoing Paragraphs in every subcontract or purchase order in excess of One Hundred Thousand Dollars ($100,000) to which it becomes a party i:n1ess exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor o+ vendor. The Contractor will take such action with respect to any subcontract or purchase older 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 the Contractor needed to produce the item contracted for' shall riot be considered a subcontractor or vendor for purposes of this Paragraph.

E. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof subject to E.O. 50 and the isles 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 the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Paragraph.

F. Nothing contained in this Section 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.