INVITATION TO SUBMIT PROPOSALS
FOR THE PROVISION OF
CASE MANAGEMENT SERVICES TO ELDERLY HOME-DELIVERED MEAL
RECIPIENTS
WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
9 SOUTH FIRST AVENUE 10th FLOOR
MOUNT VERNON, NEW YORK 10550

PROPOSAL DUE DATE: March 22nd, 2013

Interested parties may obtain the complete RFP, including application, from the Westchester County website for Requests for Proposals at www.westchestergov.com/rfp.

Please send three (3) original copies of your proposal to:

Jeanne Pici, Program Coordinator
Westchester County Department of Senior Programs and Services
9 South First Avenue 10th Floor
Mount Vernon, New York 10550
(914) 813-6397 e-mail: jswh1@westchestergov.com

Proposals must be received no later than 3:00 p.m. on March 22, 2013

Please be advised that all matters concerning this RFP, from the date of issuance until the contract awards are made, are to be directed in writing to the above indicated person.
REQUEST FOR PROPOSALS
WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES

I. INTRODUCTION

The Westchester County Department of Senior Programs and Services ("Department") invites proposals from qualified agencies ("Proposers") to provide case management services for persons 60 years or older receiving home delivered meal services in Westchester County. Proposals are due no later than 3:00 p.m. on March 22, 2013 at the Westchester County Department of Senior Programs and Services 9 South First Avenue 10th Floor Mount Vernon, New York 10550. The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

II. BACKGROUND:

The Department has as overarching goal assisting frail older adults to remain in their homes. This approach tracks the 2006 revisions to the Older Americans Act (OAA) which stresses easier access to services and supports; consumer choice; and flexibility that allows consumers who are at high-risk of nursing home placement to remain in their own homes. The Department is dedicated to the belief that family and community-based alternatives that offer the most appropriate blend of medical and non-medical services will delay or prevent the need for institutional care and support aging in place. The Department places case management services at the center of this approach.

The Department has currently assessed, approximately 1500 elderly homebound citizens for receipt of home delivered meals by home delivered meal providers in all municipal and agency sites throughout Westchester County except for the City of Yonkers. These clients will now become the responsibility of the case management agencies. Thus, home delivered meal clients – who are by definition at risk for institutionalization – will have the opportunity to receive a comprehensive assessment and service plan from a case management agency, including a determination as to whether they are receiving the various benefits and services which they may need and for which they may be entitled.

III. SCOPE OF WORK AND ELIGIBILITY:

Scope of Work: The main goal for case management services is to assist older adults in their efforts to age in place, i.e., to continue to live at home and to be engaged in their communities. Case management requires an interdisciplinary team approach that is sensitive to the cultural and linguistic needs of clients and their caregivers. These services will be provided for elderly home delivered meal recipients residing in Westchester County. The successful proposer will be required to purchase, at their own
expense, or own a license agreement for the Social Assistance Management System (“SAMS”), the software system utilized by the Department.

QUALIFIED VENDORS

For purposes of this RFP, qualified vendors include organizations with knowledge of the field of aging that understand how case management can be at the center of the New York State Office for the Aging (“NYSOFA”) and the Department’s approach toward assisting older adults. Thus, qualified vendors would include, but are not limited to (i) organizations that include social workers and/or psychologists and/or nurses that perform case management services for older adults and/or other populations, or (ii) a community-based organization that does not specialize in, but has the ability to do, case management tasks, or (iii) a consortia of service providers, for example, some combination of senior centers or Naturally Occurring Retirement Communities (NORCs) or hospitals or provider on in-home services such as meals or homecare, could propose a continuum of services, with one organization as the lease for case management services. The most important qualifications are (1) the ability to conduct comprehensive in-home assessments and reassessments including an evaluation of the client's informal support system and financial situation; (2) the ability to engage in comprehensive care planning, including services and/or other types of social work intervention and referrals, in order to provide choices for the client that not only meet the client's needs but also maintains or improve the client's quality of life; (3) the ability to collaborate with other organizations with expertise that they themselves lack; and (4) a history of experience in working with the elderly population, particularly in Westchester County.

In addition, the successful proposer will also provide standards more fully set forth in SCHEDULE “A”, attached hereto and made a part hereof.

Eligibility: Eligibility is restricted to proposers who can meet and demonstrate in their proposal the following Standard Assurances:

CASE MANAGEMENT STANDARDS

The Proposer should ensure that case management services are provided in a timely fashion.

- Comprehensive in-home assessment occurs within thirty days of initial intake of client information.
- Care plan development within six working days of assessment.
- Supervisors would review and sign the completed assessment with care plan no later than ten working days after each assessment.
• Written referral would be sent to the home delivered meals, social adult day
  services or homecare provider within five working days of the telephone, email or
  fax referral with appropriate note in care plan.
• Reassessment must occur at least annually, more often as appropriate, based on
  risk. Reassessment includes supervisory review and signature.
• Up-dated referral form or assessment is sent to each service provider within ten
  days of the reassessment.
• An event-based reassessment would be scheduled when changes in a client's
  condition or situation required a change in the service plan before the next
  scheduled assessment (i.e. major change in client's health, functional capacity, or
  social or physical environment). The event-based reassessment would be
  conducted within five working days of the precipitating event.
• Situations suggesting a severe or imminent threat to the health or safety of the
  client would be documented and reported to the police or other appropriate
  agency immediately;
• Minimum personal contact with the client would be made:
  o No later than the first working day after each service scheduled to begin to
    ensure that the service has begun;
  o Within 15 days of service initiation to ensure adequacy and
    satisfaction with the service (this would be a home visit if in-home
    services are involved);
  o At least one phone call every two months for clients receiving
    homecare and social adult day services; and
  o At least one phone call every three months for clients receiving
    case management only services and six months for clients receiving
    home-delivered meals
• Emergency needs during heat or other emergencies. WCDSPS looks to our
  community partners to play a key role in the event of a heat or other emergency.
  WCDSPS may call on a case management agency during non-traditional work
  hours to assist in responding to the needs of the older adults in that service area.
  This response could be contacting or visiting high risk clients to assess and
  respond to emergency needs, arranging transportation for clients to cooling
  centers or coastal evacuation centers, or arranging for emergency supplies.

The contractor should encourage and promote a high degree of staff professionalism.

• Case managers would have a Bachelor's Degree (BA) but WCDSPS prefers that
  case managers have a Masters of Social Work (MSW). A register nurse with one
  year of satisfactory full-time paid experience as a nurse may also be case
  manager, as may a person with four years full-time experience in social casework,
  in social work in a community or social action program, teaching in an accredited
  school or as a community services worker or case aide in a human services
  agency. Case management supervisors would meet the requirements for case
  managers plus have two additional years of case management experience. These
  are the minimum requirement under state law. Title 9 New York Code Rules &
Regulations Part 6654.16(y). However, WCDSPS prefers that case management supervisors have an MSW or other masters-level degree in a social science/human services field.

- Proposers are encouraged to be creative in staffing and to develop the next generation of professionals by using student intern case managers (BA or BS candidates) for case assistance and by using MSW students to do assessments and care planning, under supervision as permitted within existing regulations.
- The provider would employ culturally competent case managers and supervisors who speak the languages spoken by the largest groups of clients.
- Case managers would receive an orientation, which includes client rights and an explanation of the characteristics of the community served and the service delivery system.
- The provider would train all persons who perform the screening/intake function on interviewing skills and resources. They would be able to evaluate the client's presenting problem, determine preliminary eligibility, make necessary referrals and provide program information.
- New hires and existing staff would be required to attend annual trainings. All existing staff would attend minimum of sixteen hours of local training per year relevant to case management practice. Case management supervisors would be required to attend specific training for supervisors.
- Provide regularly scheduled opportunities for case managers to discuss their cases and the application of guidelines to practice.
- Ensure a sufficient number of supervisors for adequate supervision of case managers and ensure effective supervisory methods - no more than five case managers per supervisor. Where appropriate, the Director of the program may also supervise case managers.
- Background checks would be conducted on all employees for suitability (including the absence of any felonies or convictions). Obtain reference and check them. Copies of the background check would be kept on file.

**Program Access/Administrative Office**

Ensure that the program's administrative office complies with all applicable federal, state, and city requirements, including building, fire and health codes and that site is compliant with the *Americans with Disabilities Act*

- The proposer should ensure clients and their caregivers receive accurate information about, and assistance with, and appropriate referrals to long-term care programs in Westchester.
- The Proposer should ensure that case management services are provided in a timely fashion.
- The proposer should encourage and promote a high degree of staff professionalism.
- The proposer should effectively manage service resources.
- The proposer must comply with WCDSPS’s reporting policies.
• The proposer should be financially responsible.

IV. FEES:

Funding for the programs outlined in this RFP is expected to be provided to the successful proposer(s) in the amounts indicated not to exceed $75,000 for a 12-month period. The Department will reimburse the successful proposer(s) at an agreed-upon unit cost for actual services provided and data entered in the Social Assistance Management System (“SAMS”). Proposers must submit a proposed unit cost in the space provided in the Schedule “B.”

It should be further noted that the Department may terminate any contract resulting from this RFP based on the unavailability of funding or for any other reason that may prevent payment on such contracts. The Department may award some or none of this funding at its sole and complete discretion.

V. PROPOSAL EVALUATION:

In selecting a Proposer with whom to commence contract negotiations, and in ultimately awarding this RFP, the County will choose the proposal from a responsible Proposer that is most advantageous to the County in terms of the program(s) for which these services are being solicited, and otherwise in accordance with the County’s Procurement Policy. In order to determine what proposal is most advantageous, the County will evaluate all proposals on the basis of the criteria specified below which are listed in the order of importance and priority. While the costs associated with the services will be one of the criteria, it is not the sole criterion.

Proposers are requested to address each of the evaluation criteria set forth below on SCHEDULE "B", attached hereto and made a part hereof.

Proposal Evaluation Criteria:

1. Proposed unit cost
2. Years providing case management services
3. Years of experience serving elderly clientele
4. Practice areas served by Agency
5. Foreign language proficiency
6. Number of caseworkers on staff
7. Number of supervisory staff
8. Number of support personnel on staff
9. Membership in appropriate professional organizations
10. Participation in providing supervision with student internship programs
11. Participate in or contribute to professional journals,
12. Response to each Standard Assurance as described above  
13. Training of professionals  
14. Number of clients that can be served during the contract term  
15. Number of years providing services to elderly in Westchester County  
16. Completion of plan for other services in Schedule “B”

VI. **TERM:**

The term of any ensuing agreement will commence on or about January 1, 2013 and expire on or about December 31, 2013. The County, in its sole discretion, may extend the term of the agreement for up to five (5) additional one (1) year periods, on the same terms and conditions as the initial term, subject to the availability of funds, acceptable past performance and the County obtaining all necessary legal approvals.

VII. **LEGAL UNDERSTANDINGS:**

**Please take notice,** by submission of a proposal in response to this request for proposals (“RFP”), proposing entity agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the County of Westchester and is not a bid under Section 103 of the New York State General Municipal Law;

- submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services;

- by submitting a proposal, the proposing entity agrees and understands that the County of Westchester is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;

- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Westchester, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Westchester County Board of Acquisition & Contract, and the Office of the Westchester County Attorney.

In addition to the foregoing, by submitting a proposal, the proposing entity also understands and agrees that the County of Westchester reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this RFP:

- To reject any or all proposals that do not conform in all material respects to the RFP or meet the minimum evaluation criteria;
• To reject all proposals;
• To issue additional solicitations for proposals and/or amendments to this RFP;
• To waive any irregularities in proposals received after notification to all proposers;
• To negotiate for amendments or other modifications to proposals;
• To conduct investigations with respect to the qualifications of each proposer;
• To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
• To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
• To select the proposal from a responsible proposer that is most advantageous to the County in terms of the program(s) for which these services are being solicited, and not necessarily on the basis of price or any other single factor or criterion;
• While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
• The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
• The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

VIII. PROPOSAL REQUIREMENTS

In addition to, and not in limitation of, any other requirements of this RFP, proposals must meet the following additional requirements:

• Proposals must be marked: “REQUEST FOR PROPOSAL FOR CASE MANAGEMENT FOR HOME DELIVERED MEALS” and must include: Proposer’s name, address, contact person, title, e-mail address, if any, and phone number.
• Proposals must have date of submission on cover page.
• Proposals should include: Organizational capability to provide required services and prior experience in providing same. Include an organizational chart.
• Description of where and how the service will be delivered.
• Requests for clarification of this RFP must be written and submitted to Jeanne Pici, Program Coordinator, Westchester County Department of Senior Programs and Services 9 South First Avenue 10th Floor, Mount Vernon, NY  10550 or jsw1@westchestergov.com, no later than 3:00 PM March 8th, 2013. Formal written responses will be distributed by the County on or before March 13th, 2013. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY WRITTEN REQUEST FOR CLARIFICATION.

• Proposers MUST sign and notarize the Proposal Certification attached to this RFP as SCHEDULE “C”. ORIGINAL SIGNATURES ARE REQUIRED ON ALL DOCUMENTS AND MUST BE IN BLUE INK (EXCLUDING NOTARY PUBLIC’S SIGNATURE). Unsigned proposals will be rejected.

• Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.

• No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

• Proposers must be able to report statistical information and submit supporting documentation concerning services provided documentation of reports and expenses shall include, without limiting, the right to require additional documentation: invoices for all purchases, payroll time records, payroll records for local support contribution, municipal payment vouchers for governmental agencies and canceled checks for private agencies.

• Monthly reports on service delivery information and client demographic data must be submitted through the department’s web-based system which meets the National Aging Program Information System (NAPIS) requirement. Proposers will be notified if they are exempt from submitting reports electronically. Reports should be completed and received by the County no later than the tenth (10th) day of the following month and/or entered on the web site at the same time. The Proposer agrees that submission of the monthly report by the deadline set forth above constitutes a material element of this Agreement. The County reserves the right to withhold payment to contractors for failure to submit their monthly reports by the deadline, until such time as the monthly report is received by the County. Repeated failures by contractors to submit their monthly reports by the stated deadline will constitute a material breach of this Agreement justifying termination for cause. Subcontractors who are exempt from NAPIS must describe measurement systems to be used in monthly reporting systems. Agreements will require subcontractors to maintain the confidentiality of all information housed in the computerized client files in the NAPIS database.
Proposers must submit a list of any current contracts with other Westchester County departments for the same service described in this RFP and include the amount and term of the contract.

IX. CONTRACT

After selection of the successful proposer, and following contract negotiations, a formal written contract will be prepared by the County of Westchester and will not be binding until signed by both parties and approved by the Westchester County Board of Acquisition & Contract and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE BOARD OF ACQUISITION & CONTRACT FOR CONTRACT APPROVAL. SAID BOARD HAS THE RIGHT TO REJECT ANY RECOMMENDATION AND THE APPROVAL OF SAID BOARD IS NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

The successful proposer will be asked to sign a contract substantially in the form attached hereto as SCHEDULE “D”.

X. INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

“In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys’ fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in SCHEDULE “D”.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County of Westchester, Department of Risk Management. The Director of Risk Management may alter insurance requirements at his discretion.
XI. NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Westchester, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

XII. COMPLIANCE WITH LAWS

The preparation of proposals, selection of vendors and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

XIII. CONFLICT OF INTEREST

All firms must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Westchester. Further, all firms must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

XIV. CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer’s competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall: a) insert the following notice in the front of its proposal:

“NOTICE

The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”
and

b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page " * THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

XV.  **MBE/WBE**

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises which are owned and controlled by persons of color or women in contracts and projects funded by the County. Therefore, the County asks Proposers to complete the questionnaire attached hereto as SCHEDULE “E”.

XVI.  **MACBRIDE PRINCIPLES**

Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a proposer that does not execute a certification substantially in the form attached hereto as SCHEDULE “F”. Therefore, the County asks Proposers to complete the certification attached hereto as SCHEDULE “F”.

XVII.  **CRIMINAL BACKGROUND DISCLOSURE**

**PLEASE TAKE NOTICE** that pursuant to Executive Order No. 1-2008, the County shall have the right to bar any contractor, consultant, licensee or lessee of County owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said contractor, consultant, licensee or lessee who is at least sixteen (16) years old, including but not limited to subconsultants, subcontractors, sublessees or sublicensees or any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property from providing work or services to the County or from being on County property if any of the above mentioned persons has either one of the following: (a) A conviction of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State); (b) A pending criminal proceeding for a crime(s) as defined above; or (c) A refusal to answer such questions; where the following criteria apply: (a) If any of the persons providing work or services to the County in relation to a County Contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons
are present on County property pursuant to the County Contract; and (b) If any of the persons providing work or services to the County, in relation to a County Contract may, in the course of providing those services, have access to sensitive data (for example, Social Security Numbers and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors and the infirm).

Bidders/Proposers that are awarded a contract shall be required to submit a Certification Form and any additional applicable criminal disclosure forms as attached hereto as SCHEDULE “G,” along with the executed contract. Notwithstanding the above, a Bidder/Proposer may qualify for an exemption from Executive Order 1-2008 if: (i) the County has already conducted a background check and issued a security clearance that is in full force and effect for those persons; or (ii) if another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of the agreement that is sought by this RFP and the same is in full force and effect.

XVIII. REFERENCES:

The Proposer shall provide the following information:

a. Proposer Name
b. Address
c. Year Proposer's firm was founded
d. Total Number of Employees
e. References**: Indicate three (3) current client references for similar services, include:
   1) Client Name
   2) Client Address
   3) Contact Name, Title and Telephone Number
   4) Description of Services

**Please note that the client names and contact information will be kept confidential, and destroyed after the application process is over. Clients will not be asked about the details about the specific cases but rather general questions regarding information about satisfaction with the Proposer's service.

f. References: Include two letters of support from professionals or other agencies/organizations in the field.

XIX. DISCLOSURE FORM:

Proposers are required to complete the questionnaire entitled “Required Disclosure of Relationships to County” attached hereto as SCHEDULE “H”. In the event that any information provided in the completed questionnaire changes, Proposer agrees to provide a revised “Required Disclosure of Relationships to County” form to the County within ten (10) business days of such event.

XX. VENDOR DIRECT PAYMENT
All payments made by the County to the Proposer will be made by electronic funds transfer ("EFT") pursuant to the County’s Vendor Direct program. Successful Proposers doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as SCHEDULE "I". Payments will be automatically credited to the Proposer’s designated bank account at the Proposer’s financial institution.

Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the successful Proposer to the Department of Finance prior to award of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any successful Proposer that fails to return the completed authorization form(s) prior to award of the contract will be considered non-responsive and the proposal may be rejected.
SCOPE OF SERVICES
RFP FOR CASE MANAGEMENT SERVICES TO ELDERLY HOME DELIVERED MEAL RECIPIENTS

AMOUNT: Not to exceed Seventy Five Thousand ($75,000) Dollars for the initial twelve (12) month term. Should the County elect to exercise any of the five (5) one (1) year renewal options, the funding amount will not exceed Seventy Five Thousand ($75,000) Dollars for each renewal period, on the same terms and conditions as the initial term. The Department will reimburse at an agreed upon unit cost amount for actual services provided including all appropriate data entered in the SAMS System, up to the not to exceed amount of the contract.

TARGET GROUP: Elderly Westchester County residents age 60 and above.

ACCESS TO SERVICES: Through referral from case managers, home care agencies, caregiver resource centers, clergy, court assistance programs, and self-referred.

SERVICES: The main goal for case management services is to assist older adults in their efforts to age in place, i.e., to continue to live at home and to be engaged in their communities. Case management requires an interdisciplinary team approach that is sensitive to the cultural and linguistic need of clients and their caregivers.

WCDSPS assumptions regarding which program approach will best achieve the goals set out above include the following six basic components:

- Comprehensive Strength-based Assessment which focuses on client's strengths and abilities rather than on their illnesses or problems. This approach helps clients gain a sense of control over their lives and sense of possibility for the future. Clients are viewed as competent and able to participate in the planning and delivery processes of the service plan;
- Comprehensive Financial Assessment to determine whether clients are enrolled in or eligible for various city, state and federal program and services based on documented information gathered during the comprehensive needs assessment;
- Comprehensive Service Plan Development based on the Assessment;
- Service Authorization and/or Service Linkage to services that clients need to continue living at home and being engaged in their communities.
- Service Coordination that allows clients and their caregivers to make informed choices about long-term care options, costs and planning for future needs; and
- Service Plan Management including monitoring service delivery - regardless of who delivers the service - to ensure that the service plan is appropriately implemented.

JUSTIFICATION: People age 60 and over in our community can remain independent, active members of this community as long as possible by optimally maintaining their physical, mental
and economic well being. This can be achieved through the utilization of programs and services that ensure the dignity of seniors facing increased physical and mental limitations, and by providing contacts, socialization and referrals to needed services to those who are isolated and homebound. The Older Americans Act of 1967 recognizes these principles, through legislation of funds to support programs and services to the elderly.
SCHEDULE “B”

Proposer Name: ________________________________

Please respond to the following. If more room is necessary to provide an adequate response, please feel free to attach additional pages.

1. Years providing case management services? ________________________________
2. Years of experience serving elderly clientele? ______________________________
3. Practice areas served by Agency? ______________________________________
4. Foreign language proficiency? _________________________________________
5. Number of caseworkers on staff? ______________________________________
6. Number of supervisory staff? _________________________________________
7. Number of support personnel on staff? ___________________________________
8. Membership in appropriate professional organizations? ______________________
9. Participation in providing supervision with student internship programs? ______
10. Participate in or contribute to professional journals, forums re: services for the elderly? If so, please list:
_______________________________________________________________
11. Training of professionals? _________________________
12. Number of clients that can be served during the contract term? _______________
13. Number of years providing services to the elderly in Westchester County? ______
14. Response to each eligibility requirement described above and Standard Assurances listed in Section III
15. Completion of plan for other services in Schedule B.

Program content

The Program Proposal is a clear, concise narrative that addresses, but is not limited to, the following:

a. Experience

1. Outline experience in delivery of social services to adults. Include information on experience:

   Addressing the needs of an ethnically, racially and/or socio-economically diverse clientele.

   Making the diversity of a program’s clientele more representative of its service area.
Understanding and marshalling community resources.

Performing outreach to special populations (i.e., non-English speaking, homebound, LGBT, recent immigrants).

Creating partnerships with other organizations and programs in the community to coordinate services and/or to deliver services collaboratively.

Promoting livable communities.

2. Outline experience doing the following:
   Assessing the informal support network of a client and supporting their caregiving efforts.

   Handling situations where the client’s request for a service masks an underlying condition or problem (e.g. emotional, social, health, etc.) that requires attention.

   Working the clients to maximize their functional potential and choice.

   Managing the conflict between the goal of meeting each client’s need at the assessed level and the desire to serve as many people in need as possible despite limited resources.

   Assisting older persons to re-engage meaningfully in their community.

   Coordinating with medical providers and communicating with other service providers to whom clients have been referred and linked, including NORCs, APS, mental health providers, CASA, caregiver organizations, elder abuse organizations and social adult day programs.

   Addressing emergency situations such as blackouts or weather emergencies (extreme heat, blizzards).

3. If the proposer has case management or any other WCDSPS contracts or any other County or government contracts, state the type of contract and for each contract indicate the proposer’s overall rating on the latest performance evaluation, the date of the evaluation, and whether or not the proposer received a less than “Satisfactory” rating in any underlying area of that evaluation. For each underlying area in which the proposer received a less than “Satisfactory” rating, if any, provide the following information:
   Indicate the area and the rating.

   Briefly state the basis of the less than “Satisfactory” rating.

   Explain in detail how the proposer intends to improve, or has already improved, their performance in this area.
b. **Organization Capability**

Demonstrate the proposer’s organizational (i.e., programmatic, managerial and financial) capability to carry out the program described in Section III – Scope of Services of the RFP.

Attach a chart showing where the proposed program will fit into the proposer’s organization.

Provide job descriptions for each position listed on the proposed program budget and any non-paid positions providing direct service. Include requirements concerning language proficiency.

Attach a resume for the person who will be in charge of the program.

Attach a list of the Board of Directors including names, terms of office, affiliations and Board positions. Note whether there are other corporate entities that have a majority of the same Board members.

Attach a copy of the minutes of the Board of Directors for the previous year.

List the percentages of the organization’s total budget that come from the government funding, private fundraising, corporate contributions, etc. Provide a chart, in the format below, to show the sources and amounts of the organization’s total annual budget for the last fiscal year.

<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>Funding Agency</th>
<th>Program Name/Service</th>
<th>Areas Served (Borough &amp; CDs)</th>
<th>Annual $ Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Gov’t Contracts</td>
<td>County</td>
<td>State</td>
<td>Donations</td>
<td>Grants</td>
</tr>
<tr>
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</tbody>
</table>

*List each City and State agency separately*
Specify and liens, lawsuits or other legal actions against the organization, the circumstances involved, and the current status. If none, indicate none.

Identify the proposing organization’s affiliations and relationships with other institutions and organizations. Briefly describe the nature of these relationships and demonstrate how they will benefit the proposed program. Specifically note if any relationships have been formalized with a written agreement and if so, briefly summarize the agreement.

- Describe the accountability structure for the proposed program. Include the title and position of the person to whom the program’s director or chief administrator will report, and describe how this relationship will be managed. In addition, indicate the frequency with which the Board of Directors will review program operations and the types of operations they will review.
- Describe any non-financial administrative support that the proposing organization will provide to the program – e.g., automated record keeping, internal quality assurance, accounting and/or bookkeeping services, staff training, etc. If none, so indicate.
- Describe your current computer system. Include the number and types of computers, software currently used, and websites or web-based activities and whether field staff use notebooks or have other access to your system.
- Submit two copies of the latest (1) IRS Form 990, (2) CPA certified agency-wide audit report [draft copies of audits, Compilations and Reviews and Tax Forms are not acceptable] or A-133 audit, and (3) Annual Financial Report or Combined Annual Financial Report submitted to the State of New York Department of Law, Charities Bureau pursuant to Article 7-A of the Executive Law. The period for the audit report should be for Fiscal Year (or calendar year) 2006 or later. Each copy of the audit report should be bound separately from the narrative. If neither a CPA certified agency-wide audit report nor A-133 audit is submitted, the proposal will be deemed non-responsive.

c. Program Approach

Client-Focused Services

- Attach a flow-chart of client services – from intake through case closings.
- Explain the linkages you will form in the community to address these ten problem areas: depression, social isolation, alcoholism and drug abuse, low vision, Alzheimer’s, bereavement, elder abuse, pending eviction, malnutrition and falling.
- Explain how you would handle those new clients who, prior to this contract, had been assessed only for meals.

Effective and Efficient Service Organization

- Indicate the expected average size of a case manager’s caseload. Indicate by name and position any persons who will have caseloads that deviate significantly from the average (some persons may carry heavier caseloads; some lighter), and explain why. (WCDSPS believes that a caseload of 65 is a manageable one for a caseworker.)
Describe the older adult population of the service area for which you are proposing (as opposed to the current client population in the service area), thus demonstrating your knowledge of whether any under-served populations exist there.

Describe the outreach that will be done to reach those under-served populations, such as the non-English speaking, homebound, LGBT or recent immigrants.

**Staffing**

Provide job descriptions for each position listed on the proposed program budget, (Appendix C) including case aides or any persons who assist walk-ins only, and any non-paid positions providing direct service, such as students. Include requirements concerning **language proficiency**.

Describe the staffing of the screening/intake function (include qualifications of persons who receive the first call from a prospective client or referral source).

Describe the supervisory structure for the proposed program, supervisory responsibilities and methods. Indicate the maximum number of persons any supervisor will supervise. Describe the process you will follow to check the backgrounds of employees.

Describe how the proposer and program administrators will encourage staff professionalism. Specifically include the opportunities for training and case consultation that will be available as well as any performance incentives, etc.

**Service To/Participation in the Community**

Describe how the proposed program will be responsible to the local communities it serves, including how the program will create and maintain formal (via written agreements) and informal linkages with hospitals, discharge planners, other health care providers, social service organizations, advocacy groups, NORCs, neighborhood-based community centers and providers, and senior citizen groups in the community.

If proposing to form a consortium for service delivery or to sub-contract:

- Describe the collaboration. Include the names of all organizations involved and their roles and duties. Specifically address issues of mutual liability, settling of accounts, and quality assurance.
- Provide letters of intent, letters of agreement, MOUs or other documentation showing the existence of such relationships.

Describe the steps that will be taken to: (a) ensure that agency staff have knowledge of the needs of older persons in the communities’ resources for meeting these needs; (b) create and maintain a strong presence in the communities served; and (c) ensure that all neighborhoods of the contracted service area are represented among clients served. (See list of communities to be served in attachment A)

If funding were not an issue, describe what service you would provide to benefit the older adults in your community.

Program’s Administrative Office
If a proposed program office had been identified:
- Provide the address of the proposed office.
- State that the site is compliant under the ADA and applicable law.
- Demonstrate that the proposer will have site control of the proposed site by the anticipated contract start date.
PLAN FOR "OTHER" SERVICES

SERVICE NAME: Case Management for Home Delivered Meals Assessments

DEFINITION OF SERVICE: Conducting home visit assessments and reassessments for at risk homebound elderly on an annual basis. Providing long term care plans, referrals, information and assistance and follow-up.

UNIT OF SERVICE: One Home-Visit/Assessment and/or Reassessment conducted and completed. Completed comprehensive Assessment Tool (COMPASS Form), narrative and care plan along with all data entered in the SAM’s Software System. All client referrals and follow-up related to the visit is also complete.

BUDGET AMOUNT FOR THIS SERVICE: $______

WHAT IS THE NUMBER OF PLANNED SERVICE UNITS? _____

WHAT IS YOUR PROPOSED GROSS UNIT COST REIMBURSEMENT FOR THIS SERVICE? $ ____________________________
### PLAN FOR “OTHER” SERVICES

**SERVICE NAME:** Case Management for Home Delivered Meals Assessments

2. This service will be provided at the following site(s) during the following hours:

<table>
<thead>
<tr>
<th>SITE LOCATION</th>
<th>DAYS/HOURS OF OPERATION</th>
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<tbody>
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</table>

3. This service will be provided by the following staff person(s):

<table>
<thead>
<tr>
<th>STAFF PERSON</th>
<th>DAYS/HOURS OF SERVICE PROVISION</th>
</tr>
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<tbody>
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</table>

Is this service accessible to the Mobility Disabled? ( ) YES ( ) NO
Is this service accessible to the Visually Impaired? ( ) YES  ( ) NO
Is this service accessible to the Hearing Impaired? ( ) YES  ( ) NO
PLAN FOR “OTHER” SERVICES

SERVICE NAME: Case Management for Home Delivered Meals Assessments

4. Describe how this service will be organized, operated, and coordinated. Describe the intended impact of the program. Outline any "new mechanisms" involved in the program (i.e. innovative activities which facilitate access to and/or coordination of services). Attach an organization chart for this program for which job descriptions are a part of.
SCHEDULE “C”

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Westchester and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services. The undersigned agrees and understands that the County of Westchester is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Westchester, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Westchester, approved by the Westchester County Board of Acquisition & Contract and by the Office of the County Attorney.

It is understood and agreed that the County of Westchester reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are unsigned, conditional or incomplete. It is further understood and agreed that the County of Westchester reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Westchester is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

______________________________
Proposer Name

By: ____________________________
Signature
Name:
Title:
ACKNOWLEDGMENT

STATE OF NEW YORK  )
COUNTY OF        ) ss.:

On the __________ day of ______________ in the year 20__ before me, the undersigned, personally appeared _____________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: ________________

Notary Public
SCHEDULE "D"

STANDARD INSURANCE PROVISIONS
(Agency)

1. Prior to commencing work, the Agency shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Agency and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Agency shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Agency to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Agency to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Agency from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Agency concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Agency until such time as the Agency shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Agency shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

   (a) Workers' Compensation. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law.

NOTE: Other generally recognized forms/certificates may be substituted for the above at the sole discretion of the Director of Risk Management.

State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."
Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form WC/DB-100 or, if applicable, form WC/DB-101. PLEASE NOTE THESE FORMS REPLACE FORM C-105.21. THE APPROPRIATE REPLACEMENT FORM MUST BE NOTARIZED PRIOR TO BEING SUBMITTED TO THE WORKERS' COMPENSATION BOARD, INFORMATION UNIT FOR INVESTIGATION AND REPORT).

If the employer is self-insured for Worker's Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.

(b) Employer's Liability with minimum limit of $100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $100,000 for property damage or a combined single limit of $1,000,000 (c.s.l), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

   (i) Premises - Operations.
   (ii) Broad Form Contractual.
   (iii) Independent Contractor and Sub-Contractor.
   (iv) Products and Completed Operations.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and a minimum limit of $100,000 per occurrence for property damage or a combined single limit of $1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

   (i) Owned automobiles.
   (ii) Hired automobiles.
   (iii) Non-owned automobiles.

(e) Agency's Professional Liability. The Agency shall provide proof of such insurance. (Limits of $1,000,000 per occurrence/$3,000,000 aggregate).

3. All policies of the Agency shall be endorsed to contain the following clauses:

   (a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

   (b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

   (c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

   (d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Agency.
SCHEDULE “E”

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County’s program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A “business enterprise owned and controlled by women or persons of color” means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

1.) meets the following requirements:
   a. is at least 51% owned by one or more persons of color or women;
   b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
   c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
   d. is an enterprise authorized to do business in this state which is independently owned and operated.

2.) is a business enterprise certified as a minority business enterprise (“MBE”) or women business enterprise (“WBE”) pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., OR


Please note that the term “persons of color,” as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

(a) Black persons having origins in any of the Black African racial groups;
(b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
(c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
(d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?
__________ No

__________ Yes

Please note: If you answered “yes” based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered “Yes” above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

__________ Women

__________ Persons of Color (please check off below all that apply)

______ Black persons having origins in any of the Black African racial groups
______ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race
______ Native American or Alaskan native persons having origins in any of the original peoples of North America
______ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: ________________________________

Address: ________________________________________________

________________________________________________________________________

Name and Title of person completing questionnaire: __________________________

________________________________________________________________________

Signature: ____________________________________________________________

__________________________________                                  ___________________
Notary Public       Date
SCHEDULE “F”

CERTIFICATION REGARDING BUSINESS DEALINGS
WITH NORTHERN IRELAND

A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.

B. For purposes of this Certification, “MacBride Principles” shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:

(1) increase the representation of individuals from underrepresented religious groups in the workforce, including managerial, supervisory, administrative, clerical and technical jobs;
(2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
(3) ban provocative religious or political emblems from the workplace;
(4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
(5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
(6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
(7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
(8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
(9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

C. For purposes of this Certification, “Northern Ireland” shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.
D. The Contractor agrees that the warranties and representation in paragraph “A” are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph “A”, the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the County may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the County the difference between the contract price for the uncompleted portion of this Agreement and the cost to the County of completing performance of this Agreement either by itself or by engaging another Contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Contractor plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to this Agreement or by operation of law or in equity.

Agreed (Signature): ____________________________________________

Name of Contractor: ____________________________________________

By (Authorized Representative): _________________________________

Title: ____________________________ Date: _______________
Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure (“Persons Subject to Disclosure”) include the following:

a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, subcontractors, Sublessess, or Sublicensors who are providing services to the County, and
b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information. Accordingly, you are required to complete the attached Criminal Background Disclosure Form and Certification.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal charge includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

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1 For these disclosures, a “crime” or “pending criminal charge” includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.
charge(s) will not automatically result in a denial of a person’s right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

a.) A conviction of a crime(s);  
b.) A pending criminal proceeding for a crime(s); or  
c.) Refused to answer questions concerning his/her criminal background

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1–2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

**Exemptions**

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and  
b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer. The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

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2 Procuring Officer” shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.
Subconsultants, Subcontractors, Sublessees, or Sublicensees

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

New Persons Subject to Disclosure

Under Executive Order 1-2008, you have a CONTINUING OBLIGATION to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE
CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to “consultant, contractor, lessee, or licensee” to mean “subconsultant, subcontractor, sublessee, or sublicensee” and check here:

____________________

I, _______________________________________________, certify that I am a principal or a
(Name of Person Signing Below)
representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to complete and execute this Criminal Background Disclosure Form and Certification. I certify that I have asked each Person Subject to Disclosure the following questions:

- Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?

- Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?

I certify that the names and titles of Persons Subject to Disclosure who refused to answer either of the questions above are:

1. ________________________________________________________________
2. ________________________________________________________________
3. ________________________________________________________________
4. ________________________________________________________________
5. ________________________________________________________________

(If more space is needed, please attach separate pages labeled “REFUSED to Answer - Continued.”)
I certify that the names and titles of Persons Subject to Disclosure who answered “Yes” to either of the questions above are:

1. ________________________________________________________________
2. ________________________________________________________________
3. ________________________________________________________________
4. ________________________________________________________________
5. ________________________________________________________________

(If more space is needed, please attach separate pages labeled “YES Answers - Continued.”)

Each Person Subject to Disclosure listed above who has either been convicted of a crime(s) and/or is subject to a pending criminal charge(s) must answer additional questions. Those questions are below.

A Person Subject to Disclosure who has been convicted of a crime(s) must respond to the following (please attach separate pages with responses for each person, with their name and title):

1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.

2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).

3.) Please provide the date and place of each conviction.

4.) Please provide your age at the time of each crime for which you were convicted.

5.) Please provide the legal disposition of each case.

6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who is subject to a pending criminal charge(s) must respond to the following (please attach separate pages with responses for each person, with their name and title):

1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this
project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.

2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).

3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By my signature below, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.

It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name: _____________________________
Title: _____________________________
Date: _____________________________

__________________________________   ___________________
Notary Public                  Date
SCHEDULE “H”

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

A potential County contractor must complete this form as part of the proposed County contract.

1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____  No _____

If yes, please provide details (attach extra pages, if necessary):
_________________________________________________________________________

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2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes _____  No _____

If yes, please provide details (attach extra pages, if necessary):
_________________________________________________________________________

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3.) Do any County officers or employees have an interest\(^3\) in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____  No _____

If yes, please provide details (attach extra pages, if necessary):
_________________________________________________________________________

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By signing below, I hereby certify that I am authorized to complete this form for the Contractor.

_________________________________________________________________________

Name: _____________________________
Title: _____________________________
Date: _____________________________

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\(^3\) “Interest” means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

1.) His/her spouse, children and dependents, except a contract of employment with the County;
2.) A firm, partnership or association of which such officer or employee is a member or employee;
3.) A corporation of which such officer or employee is an officer, director or employee; and
4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.
Westchester County Vendor Direct Program Frequently Asked Questions

1. **WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?**
   There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

   Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

   You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. **ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?** Yes.

3. **HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?**
   Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. **HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?**
   Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. **WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?**
   Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. **WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?**
   In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. **WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?**
Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON’T INCLUDE A VOIED CHECK?
This is to ensure the authenticity of the account being set up to receive your payments.
INSTRUCTIONS: Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

Mail to: Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601
Attention: Vendor Direct

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

3. Vendor Primary Address:

4. Contact Person Name: [ ]
   Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic fund transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.

[ ] Authorized Signature [ ] Print Name/Title [ ] Date

Section II - Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number: [ ]
   10. Account Type: (check one) [ ] Checking  [ ] Savings

11. Bank Account Number:
   12. Bank Account Title:

13. Bank Contact Person Name: [ ]
   Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.

[ ] Authorized Signature [ ] Print Name / Title [ ] Date

(Leave Blank - to be completed by Westchester County) - Vendor number assigned [ ]
### GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

### Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor’s Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor’s complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor’s contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

### Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank’s name.
8. Provide the complete address of your bank.
9. Enter your bank’s 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor’s bank account number.
12. Enter the title of the vendor’s account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.