

Invitation to Submit Proposals
For the Provision of
Aftercare Services
for
The Westchester County Department of Social Services-Children's Residential Services
112 East Post Road
White Plains NY 10601

Proposal Due Date: August 29, 2017

Interested Parties may obtain the complete Request for Proposal (RFP), including application, from the Westchester County website for RFP's at: www.westchestergov.com/rfp.

Department of Social Services Contact person:

Marcia Forrester
Child Welfare Manager I
Westchester County Department of Social Services
112 East Post Rd.
4th Floor
White Plains, NY 10601
Phone: 914-995-2232
Email: Marcia.Forrester@dfa.state.ny.us

Please be advised that all matters concerning this RFP, from the date of issuance until the contract award are made, are to be directed in writing to the above named contact person.

An original and eight (8) copies of the proposal MUST be received no later than Tuesday, August 29, 2017 @ 3:00pm at the above address.

I. Introduction

The Westchester County Department of Social Services (the “Department” or “WCDSS”) invites proposals from qualified agencies to provide Aftercare Services to the County for the period January 1, 2018 through December 31, 2023. The successful proposers will assume the complete array of aftercare services for children ages 0-21 being discharged from children’s residential foster care. These services are provided to children and their families in preparation for, and at the point of discharge from foster care.

An original and eight (8) completed copies of the proposal MUST be received no later than August 29, 2017 @ 3:00PM at the following address:

Westchester County Department of Social Services
112 East Post Rd
4th floor, Children’s Residential Services
White Plains, NY 10601
Attn: Marcia Forrester

II. PROCUREMENT SCHEDULE

Issue Date: July, 5 2017
Requests for Clarification Due: July 24, 2017 at 11:00 a.m.
Written Responses to Requests for Clarification Posted by close of business:
August 8, 2017
Due Date: August 29, 2017 no later than 3:00 p.m.

III. REQUESTS FOR CLARIFICATIONS

All requests for clarification must be submitted, as set forth below, no later than 11:00 a.m. on July 24, 2017. All requests for clarification must be written and emailed to: Marcia.Forrester@dfa.state.ny.us

Formal written responses will be distributed by the County by close of business on August 8 , 2017 by being posted on the County website for RFQs: <http://www.westchestergov.com/rfp>

All matters concerning this RFQ, from the date of issuance until the contract awards are made, are to be directed in writing to the above named contact person. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

IV. Background

WCDSS is committed to preserving families. However, when this is not possible due to safety issues, and/or service needs, that cannot be met in the community, the Department is responsible for providing temporary foster care placement (24 hour out of home care), until timely reunification with the parent or another permanent resource is achieved. Service and discharge planning begins on the first day of placement, with the goal to develop and implement a service plan to address both the presenting problems and underlying factors that contributed to the child's foster care placement, as well as, planning to ensure for a successful discharge. As of May 2017, Westchester County has 568 children in foster care placement. The Department is responsible to effectuate the discharge from foster care as soon as safely possible, ensuring the shortest possible out of home placement. A key factor in the success of a child returning home, or to permanent resource, is the support and services in place at the point of discharge to help sustain the family; providing them with the skills, resources, linkages and services necessary to both preserve the family and promote self-sufficiency. Since 2007, WCDSS has been providing Aftercare Services to families who have had a child being discharged from foster care, exceeding the requirements of the Office for Children and Family Services ("OCFS"); WCDSS's goal is to preserve families, shorten the length of foster care placement, and reduce the number of children returning to foster care.

V. SCOPE OF WORK

The provision of aftercare services is critical to the Department's goals of preserving families, reducing the number of children in foster care, reducing length of stay in foster care and preventing the re-placement of children who have been discharged from foster care. In order to be effective, these services require a coordinated effort between the Department, the family, community partners, contractors and the foster care provider. The Department begins discharge planning on the first day of foster care placement. The Department is seeking applications to provide aftercare services to families starting 180 days prior to discharge from care and to continue services through post-discharge; for a minimum of 12 months and a maximum of 24 months, with the exception of referrals for youth placed as Juvenile Delinquents (JD) which are made on day one of placement. Applications must be strength-based, goal-oriented, community centered, and oriented toward positive youth development. Proposer should submit plans to reflect services from the point of referral (6 months prior to discharge from care) through post discharge; consideration should be given to incorporating OCFS-Department of Health, Health Home services and Care Coordination whenever possible, with the goals of reducing costs for the proposer and providing comprehensive care management.

Proposers should be prepared to meet the needs of children and their families placed with Voluntary Child Care Providers (VA's), inclusive of all VA levels of foster care (Therapeutic

Foster Boarding Homes (“TFBH”), Group Homes, Congregate Care, Supervised Independent Living Program (SILP) and diagnostic), for children ages 0-21, county-wide. Proposals must use evidence derived program models. Any proposal not using an evidence derived program model will not be considered.

Proposals must serve all youth discharged to Reunification, Parent/ Relative, Kinship Subsidized Guardianship (KinGAP), Another Planned Living Arrangement (“APPLA”), and to Reached Majority. (Historically children discharged to Relative Care have been least likely to accept and engage in offered Aftercare Services). In some cases families will be court-mandated to participate in Aftercare Services, this may include children on Trial Discharge. Be aware that WCDSS expects applicant to successfully engage eligible youth and families in contracted services, regardless of the court status/legal authority as determined by the NYS Family Court. The length of time post-discharge that Aftercare Services will be provided will be driven by the evidence derived model proposed in the application, as well as the needs of the youth and family and the court order. The length of time that Aftercare Services are expected to be provided are a minimum of 12 months and maximum of 24 months post- foster care discharge. Aftercare Services for youth eligible for supervision to 21 services, as defined in 18 NYCRR 430.12 (f)(4)(i)(b), must be included in proposed services, with the understanding that participation with the Supervision to 21 population is contingent upon the consent of the youth.

Applicants must indicate in their response how they will provide the following services:

Discharge Planning Services: services are initiated on day one for youth placed as JD, and 180 days prior to discharge for all other youth; services are provided in anticipation and preparation of the discharge:

- Referrals are to be acknowledged by the provider within 48 hours of receipt and the first face to face contact with the parent or discharge resource is to be conducted within 7 business days of receipt of referral.
- Coordination of a family-driven/wrap around model meeting (i.e. Network/Family Team Meeting/Family Team Conference). This strength-based family-driven meeting will be arranged and facilitated by the proposer, to include the foster care provider/voluntary agency, all community and family partners and WCDSS.
- In a partnership with the family, voluntary agency and WCDSS, identify short and long term goals and casework activities which are behaviorally specific and measurable, with established time frames, with the core goals of reducing the length of foster care stay when safely possible, supporting timely reunification and preventing a re-placement into foster care.
- Educational / Student Advocacy coordination to ensure proper and timely school placement upon discharge
- Completion of referrals, as needed, for community based individual and family therapy to ensure that needed services begin as soon as the child is discharged from foster care and re-enters the home and community.

- Active participation/coaching and interaction with the family, with a minimum of bi-weekly face-to-face contact with the voluntary agency and family; to coordinate and monitor discharge planning activities, with a concentration on linkages for referrals and monitoring of the progressive visitation plan to ensure both the discharge resource and youth are demonstrating a level of commitment, cooperation and understanding of the discharge plan.
- Actively work with the family to identify and implement strategies to anticipate and address problem behaviors and triggers, identifying and addressing family centered issues and/or community barriers to the youth's return to their home and community. This would include issues related to the identified youth, identified discharge resource, siblings, as well as issues related to other household members that may impact successful discharge and reunification.
- In coordination with WCDSS and the voluntary agency, the development, implementation and oversight of a progressive visitation plan with modifications, as needed, to best support both the youth and discharge resource in preparation for discharge within 180 days.
- Identification of and linkages to community resources including, but not limited to, recreational, respite, housing, faith based organizations, personal development, skill building, mentoring, mental health, medical, relapse prevention for substance abusing individuals, WCDSS programs such as food stamps (SNAP), Medicaid, family assistance, safety net, housing subsidies, employment, etc.
- Monitor compliance, attendance and progress toward treatment goals for all family members based services provided in the community, whether court ordered or not. Obtain parental consent and/or youth consent, if needed, to obtain verbal and written reports documenting community providers' support of reunification. In the event a community/service provider does not support reunification, what specific family and/or casework activities will need to be initiated by the proposer and completed by the family or service provider in order to obtain the support of the service provider to move towards reunification.
- Maintain adequate communication with the Department about progress, critical incidents such as arrests, hospitalization and/or injuries, youth and family needs and risks.
- Skill building with the identified parent/discharge resource to ensure they are aware of and prepared to meet the child specific needs of each child in the family. Skill building in areas including, but not limited to, self-advocacy, self-sufficiency, child development, communication, age appropriate expectations, limit setting, home management and for age appropriate youth, Independent Living skills.
- Testify and report to Family Court as deemed necessary by WCDSS.
- Actively participate in Service Plan Reviews and other planning meetings as requested.

- Document the provision of all Aftercare activities and services in Connections progress notes, Family Assessment Service Plan (“FASP”) and Permanency Hearing Report/Extension of Placement (“PHR/EOP”) reports/forms.
- Transport youth/family to services and interviews.
- Monitor and facilitate Independent Living (“IL”) related activities and training
- Contact with the youth and family during this pre-discharge phase will be based on the needs of the youth and discharge resource, but will minimally include monthly face to face meetings with the youth and discharge resource, attendance at service plan reviews, Permanency Hearings and other meetings as requested by the WCDSS Case Manager, and ongoing contact with the voluntary placement agency where the youth is placed.
 - A minimum of two (2) home visits will be completed 30 days prior to discharge, with the specific goal of assessing the home environment and surrounding community and addressing areas of concern.
 - Proposers must include a case contact schedule for the period the youth is visiting the home during the six (6) months prior to the planned discharge. The Aftercare provider will maintain in home contact with the youth and family at their home during visits, with the goal of assessing the communication, relationship and readiness for reunification for both the youth and the discharge resource and addressing those issues that arise and may impact the permanency planning goal.
 - As the discharge date approaches it is expected that in home contact will increase, based on the needs of the family, this should be reflected in the proposal.

Aftercare Services: services are provided from point-of-discharge from foster care, including, any trial discharge period. In the event of trial discharge, Aftercare is expected to continue beyond the trial discharge period.

- Coordination and facilitation of a family driven/wrap-around model meeting (Network/Family Team Meeting/Family Team Conference). This strength-based, family-driven meeting will be arranged and facilitated by the proposer, to include the foster care provider/voluntary agency, as well as all community and family partners.
- In a partnership with the family and WCDSS, identify short and long-term goals and casework activities, which are behaviorally specific and measurable with established time frames; all with the goal of supporting the reunification and preventing a re-placement into foster care.
- 24/7 on-call crisis intervention and family stabilization (to include phone and in-person response as needed)
- Skill-building in areas including, but not limited to, communication, family dynamics/roles, self-advocacy, self-sufficiency, child development, age-appropriate expectations, limit-setting, home management and for age appropriate youth, Independent Living skills.

- Ensure completion of Ansell Casey Life Skills Assessment every six (6) months, for youth 14 or older.
- Ensure IL stipend is applied for and distributed to eligible youth, age 16 or above, as appropriate. Ensure, when necessary, a vendor number is requested for parent before youth goes home to ensure timely distribution of IL stipend.
- For youth age 18 and above, deemed eligible for the IL Discharge Grant, conduct an assessment of the youth's needs with the youth, develop a plan, to be pre-approved by WCDSS, assist the youth with any purchases, submit all receipts and supporting documentation to WCDSS. Any purchase inconsistent with the WCDSS pre-approved plan will become the financial responsibility of the proposer.
- Education/student advocacy and coordination to ensure proper and timely school placement.
- If a youth is hospitalized or incarcerated while on Trial Discharge, Aftercare Services will continue at minimum until the court order ends, or longer with the consent of the youth and their return to the community.
- Case contacts should always be based on the needs of the family and child, as well as the current risk assessment. During this period of Aftercare the Proposer will minimally maintain:

Weekly in home, face-to-face contact with youth and caregiver for the first three (3) months after discharge.

Bi-weekly, face-to-face contact with youth and caregiver from months 4-12, (with WCDSS approval and when supported by the family functioning); a minimum of one face-to-face contact with the youth and the caregiver in the home, per month.

Face-to-face contact with youth and caregiver after 12 months post discharge from care should be determined by the family functioning, but will minimally be monthly face-to-face if the department is not still involved in the case, with the goal of moving to self-sufficiency and self-advocacy by month 24. A minimum one face-to-face contact per quarter must be in the home.

- For any youth under court ordered supervision, the bi-weekly face to face contact requirement remains in effect for the duration of the court order, regardless of the discharge date.
- Failed contacts go to diligent efforts, but do not qualify for meeting the monthly face to face contact requirement. In the event of a failed contact, diligent efforts must continue until the contact is successful made within the month.
- Monitor compliance, attendance and progress toward treatment goals for all family based services as well as individual services provided in the community. Obtain written consent from parents, and youth, upon discharge to obtain verbal and written reports, on a

monthly basis documenting community providers' support of reunification, as well as notification of the level of compliance, and recommendation for continued or alternate services. In the event a community/service provider does not support continuation of the youth in the home or community, documentation of specific casework activities that will need to be completed in order to obtain the support of the service provided to maintain the youth in the home or allow the youth to return home as soon as safely possible, if short term out of home care is needed?

- When a youth is on trial discharge and is unable to be maintained in the community, despite the best efforts of the aftercare provider, family, and the Department of Social Services, a planning conference will be scheduled involving all parties to discuss what options might be available to the family.
- If the decision is for the youth to return to out-of home foster care placement the aftercare provider will provide a detailed written supportive documentation to the Department, to be submitted to the court, documenting all efforts made on behalf of the youth and family including, but not limited to referrals completed on behalf of the youth and family, the youth and family's response to services and treatment, attendance reports and recommendations from service providers, date of specific compliance with services and interventions and child and/or family specific barriers to maintaining the youth in the home, safety concerns, services needs that cannot be met in the community.
- At the time of re-placement, the aftercare provider will transport the youth to the facility designated by the Department of Social Services and Family Court if the youth is not picked up by the accepting VA.
- Engage in case/child specific conflict resolution activities with the Department as necessary
- Testify and report to Family Court as deemed necessary and requested by DSS
- If youth becomes involved with the adult criminal courts, Aftercare will accompany the youth to court and any legal proceedings, and report back to the Department regarding any disposition, sentence, community service, probation involvement, adjournment dates etc..
- Assess for and ensure provision of services required by the family to achieve self-sufficiency.
- For youth on Trial Discharge (youth who remains in LDSS custody while home with a parent or discharge resource) coordinate and facilitate Service Plan Reviews, consistent with OCFS regulation and LDSS policy, including sending out necessary invitations.
- Document the provision of all Aftercare activities in Connections progress notes and FASP.
- Complete FASP, PHR/EOP reports/forms timely and in compliance with local and state due dates.

FASP's	Submitted to WCDSS 15 days prior to due date
PHR's	Submitted to WCDSS 60 days prior to Date Certain
EOP	Submitted to WCDSS 90 days prior to the expiration date of the court order
Progress Notes	Entered into Connections Progress Notes within 5 days of event date

- Transport youth/family to services, placement and placement interviews, for youth returning to foster care or respite placement
- Provide child/family specific skill building, in anticipation of adjustments to returning home, conflicts, triggers and/or communication challenges, ultimately helping families to defuse crisis situations and family conflicts independently
- Monitor and facilitate IL related activities/training
- Ensure completion of Ansell Casey Life Skills Assessment every 6 months
- Ensure IL stipend is distributed to youth as appropriate.
- Tier I and Tier II clearly document on monthly reports the children and families being served on each track and the corresponding level **of monthly contacts.**
- Clearly outline the scope of services, related time frames and contact requirements being provided to youth and families on Tier II, beyond phone contact/support.
- Alert DSS of any critical incidents involving the youth or extended family including, but not limited to, arrest, family offense, serious injury, death.

Supervision to 21 Services – (91 ADM-52). Specifically, Local Department of Social Services District must maintain supervision of the child until the child is 21 years of age after the DSS custody of the child has been terminated whether by court order or by the DSS's own action, and where the child has been discharged to another planned living arrangement with a permanency resource or is deemed to have been discharged to another planned living arrangement with a permanency resource and has permanently left the home of his or her parents or relatives prior to the termination of the WCDSS's custody. This is further defined in 18 NYCRR 430.12 (f)(4)(i)(b).

- Supervision includes at least monthly contact with the child, with face –to-face contacts taking place at least once each quarter in the home, with the other two contacts being either face-to-face or telephone.

- unless the child has maintained adequate housing and income continuously for the past six months, in which case at least quarterly contacts shall occur, either face-to-face or by telephone.
- The requirement for face-to-face contacts does not apply to children living 50 miles or more outside of Westchester County.
- Participation of a youth with Supervision to 21 is contingent upon the consent of the youth.

Note: Pre-discharge, it is expected that Aftercare Services providers will have a Caseworker role in the NYS Child Welfare Connections system. Post-discharge, it is expected that Aftercare Services will have a Case Planner role, assuming responsibility of supervising the youth/family in the community. In preparing a response the planning, provision and coordination of aftercare services will be different based on the type of foster care placement and the role of the proposer in Connections. Proposer must clearly indicate:

- Which services they will provide directly, those services that will be sub-contracted and/or those accessed through the community
- Proposers must detail their planning, provision and coordination of aftercare services based on the legal status of the child and the role of the proposer in Connections.
- Proposer must indicate how services currently being provided by the Aftercare contractor will be transitioned to the proposer; including the ability to pick up and provide services to the existing pool of families being served, as well as the ability to accept referrals beginning January 1, 2018.
- Proposer must detail what engagement skills and activities will be provided and what outreach efforts will be made for families reluctant to commit to services, including the length and scope of such efforts
- Proposer must indicate the frequency of face to face contact with all family members throughout all stages of Aftercare
- Proposer must indicate how services will be provided county-wide
- If any services are to be provided in group format proposer must indicate which services would be included, how the groups would be organized and facilitated
- If flexible spending funds are included in your proposal, indicate how funds would be allocated and what limits would be set regarding the distribution of such funds
- Specific timeframes for engagement and case milestones
- Proposer must indicate how sibling groups who are placed in different levels of foster care will be served (family foster care and Children’s Residential Services (“CRS”), Residential Treatment Facility (“RTF”))
- Proposer must address how referrals that do not occur within the 180 days-to-discharge milestone (as occasionally children are released from care without prior notice) will be handled.
- Include turnaround time/response time on all referrals and critical incidents.

- Length of time voluntary services will be offered post DSS involvement.
- Ability to work with families who move out-of-county, but remain in adjoining counties within 60 minutes of the family case address.
- Ability to engage youth who have withdrawn their consent to remain in care, yet who would still benefit from the support and services available through Aftercare Services once they are in the community and no longer in foster care placement.

Because Applicants will partner so closely with the Department, contracted VA's, families, children and youth in care, community partners, and other related service providers, it is imperative for applicant to provide evidence of its ability:

- To engage children, youth and families, including those resistant to accept proffered services and supports
- To collaborate and to work effectively in a partnership with the Department, contracted VA's, families, children and youth in care, community providers, and other related service providers
- Recent experience with this population providing similar services
- To communicate clearly, regularly and credibly with the Department, family and community partners

Required Outcomes:

- Re-Entry will be measured by NYS OCFS data and the Child and Family Services Review
 - Reduce Re-entry rates in Westchester County within one year post-discharge
 - Reduce Re-entry rates in Westchester County within two years post-discharge from care.
- Applicants will identify two additional client outcomes, based on the evidence-derived program model being proposed, that support and further the county's goals to reduce the length of stay in foster care, empower and preserve families and/or help families improve issues of self-sufficiency.

Process Milestones:

- Number of children and families referred by DSS
- Number of children and families enrolled in both Tier I and Tier II services
- Date of first face to face contact with child and caregiver, from the referral date
- Frequency of contact
- Length of services
- Planned exit from services

- Successful discharge from residential setting (some youth end up staying in care despite aftercare being in place)
- Names & Number of case not accepted into the Aftercare Program and a documented reason(s) why the referral was rejected.
- Names & number of children/families serviced after court order ends.
- Names & number of active Aftercare children/families who have a child returning to care.

Additional Considerations:

Proposers must address and respond to the following within their proposal:

- Proposer must identify whether their staff will have a Case Planner or Casework role in Connections depending on their proposal;
- Proposers must detail their planning, provision and coordination of aftercare services based on the legal status of the child and the role of the proposer in Connections. Legal status may include trial discharge and/or court ordered supervision. Additionally services may be provided on a voluntary basis for those children discharged without continued court supervision or involvement;
- Aftercare services are currently being provided by a contract agency. Proposers must provide a work plan outlining how they would propose services currently being provided for approximately 135 children and their families will be transitioned from the current contractor to the proposer's agency by January 1, 2018. Additionally, the proposer must include in the work plan their ability to accept referrals for new cases simultaneously; including family to case planner ratio and any limit to the number of cases accepted;
- Proposer must provide a projected case-load size for each case manager/planner, including an anticipated worker to family ratio;
- Proposer must detail what engagement skills and activities will be provided and what outreach efforts will be made for families reluctant to commit to services, including the length and scope of such efforts;
- Proposer must indicate which services will be provide directly and which, if any, services are to be accessed through the community, or subcontracting;
- Proposer must indicate the frequency of face to face contact with all family members throughout all stages of Aftercare;
- Proposer must indicate how services will be provided county-wide;
- If any services are to be provided in group format proposer must indicate which services would be included, how the groups would be organized and facilitated;

- Proposer must complete the Schedule “B” for the total cost of services for CRS Aftercare and also Schedule “B-1”. Additionally , projected cost per family and child must be included;
 - If wrap-around spending funds are included in your proposal, indicate how funds would be allocated and what limits would be set regarding the distribution of such funds;
 - Specific timeframes for engagement and case milestones must be indicated
 - Proposer must indicate how sibling groups who are placed in different levels of foster care will be served (for example: Family Foster care and Children’s Residential Services, and, Residential Treatment Facility);
 - In the event of a child’s re-placement into foster care, proposer will assist DSS with re-placement activities as requested by the Department. This may include, but may not be limited to; assistance in helping to prepare the child or other family members, court related activities, transportation and documentation;
 - Proposer will describe their ability to service children and families who move out of Westchester County;
 - The Department requires monthly and quarterly reports of performance measures, to be submitted to the WCDSS liaison. Existing performance measures are above. Proposals should include the ability to measure these, as well as any others, deemed appropriate by proposer.
 - There are some occasions when youth over 21 remain involved with the Department due to extraordinary circumstances, in the event a youth over 21 is transitioning from the foster care system, **with no family or adult permanent resource identified**, the proposer will be required to maintain contact and provide services until the youth is successfully referred and linked to another system of care and/or agency.
- The Department requires monthly face to face meeting with the provider to monitor the provision of services, case/child specific case planning, as well as quarterly administrative meetings to monitor progress towards PMI’s, compliance with the terms and conditions of the contract, communication/operational issues and collaboration between the Department and the contractor.

Please note that performance measures listed above are not negotiable and will be used to determine the effectiveness of the program.

VI. Proposal Evaluation:

The County shall apply the following evaluation criteria in selecting a proposer with whom to commence contract negotiations. Such criteria are not necessarily listed in order of importance. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

Proposal Evaluation Criteria:

- Ability to provide all required services
- Compliance with all OCFS regulation
- Compliance with all Westchester County policies
- Experience in providing the services requested by this RFP
- Experience in providing the services requested by this RFP in counties of similar size to Westchester County
- Cultural competency
- Membership in professional organizations
- Experience of the individuals who the proposer has identified to provide management, supervision and direct client contact of requested services
- Price proposed for services
- References
- Experience with Connections
- Ability and readiness to start January 1, 2018

VII. Term:

The term of any ensuring agreement will commence on or about January 1, 2018 and will continue through December 31, 2023.

Proposals should include budgets for all five contract years, including cost of living increases, if any.

VIII. PROPOSAL CONTENTS

Each proposal must include the listed items below. Proposals that do not contain everything specified below and/or do not conform to the below-described guidelines for proposals will not be reviewed or considered. Please be sure to include all information requested.

- 1.) Cover Letter: summarize proposal
- 2.) Proposer Certification (Section VII)
- 3.) Schedule D: Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women
- 4.) Schedule E: Disclosure of Relationships to County
- 5.) Schedule F: Criminal Background Disclosure
- 6.) The proposer's responses to the questions outlined in Schedule "A"
- 7.) Fee proposal, consisting of an individual Schedule "B" for 5 annual budgets, 2018-2023, along with a completed Schedule "B-1", Budget Justification
- 8.) Copy of Business Certification/ License
- 9.) Copy of General/Professional Liability Insurance
- 10.) Copy of Workers' Compensation Insurance

Please be advised that proposals must conform to the following guidelines:

- 1.) Proposals **MUST** be signed with **ORIGINAL SIGNATURES** on **ALL DOCUMENTS** that require signatures. The proposal must contain a cover letter, written on the proposer's letterhead, which states the date of submission of the proposal and states the following: **"This proposal constitutes a valid, binding and continuing offer at the prices set forth in this proposal for a period of one hundred and twenty (120) days from the date of submission of this proposal."** The cover letter must be signed by a person authorized by the proposer to make a binding proposal. Proposals that lack the required statement or have an unsigned cover letter will be rejected.
- 2.) Proposals must be typed or printed in black ink (**no double-sided print**). All corrections made by the proposer must be made prior to the due date for proposals, and must be initialed and dated by the proposer. No changes will be allowed after the due date for proposals.

IX. LEGAL

A.) UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this RFP, the proposer 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;
- 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, except to the extent restricted by applicable law, including, but not limited to, the Westchester County Procurement Policy, as amended:

- To reject proposals that do not conform in all material respects to the RFP or meet the minimum requirements;
- To reject all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;
- To waive any irregularities in proposals received;
- 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 one or more agreements, for all or only portions of the services solicited by this RFP, with one or more of the proposers, or to not to enter into an agreement for any of the services solicited by this RFP;
- To select the proposal from a responsible proposer that is most advantageous to the County 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.

C.) 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.**

Each proposer accepts and agrees that, if selected by the County, it will be asked to sign a contract containing the following, or language in substantially the following form:

1.) INSURANCE, INDEMNIFICATION, AND DEFENSE

“The Contractor agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule “C”, entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule “C”, the Contractor agrees:

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

See: Schedule “C” to this RFP for the “Standard Insurance Provisions”.

2.) NON-DISCRIMINATION

“The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Contractor acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.”

3.) COMPLIANCE WITH LAWS

“The Contractor shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Contractor as an employer of labor. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.”

4.) RECORDS

“All records or recorded data of any kind compiled by the Contractor in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Contractor may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Chief Information Officer. The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

Notwithstanding the foregoing, all work performed by Contractor under this Agreement by the Contractor are to be considered “works made for hire.” If any of the work performed does not qualify as “works made for hire,” the Contractor hereby assigns to the County all right, title and interest (including ownership of copyright) in such work and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Contractor agrees to assist the County, if required, in perfecting these rights. The Contractor shall provide the County with at least one copy of each deliverable.

The Contractor agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Contractor agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.”

5.) FUNDING AND APPROPRIATIONS

“The Contractor recognizes and acknowledges that the obligations of the County under this Agreement are subject to the County’s receipt of funds (the “Funds”) from the United States and New York State, and that no liability shall be incurred by the County beyond the Funds made available to the County for this Agreement. The Contractor agrees that the County shall not be liable for any of the payments hereunder unless and until the County Commissioner of Finance has received said Funds or the Funds have been made available to said commissioner. Without limiting the foregoing, in the event the County makes any payment(s) hereunder in advance of receiving all or part of the Funds, if the Funds for such payment(s) is not subsequently received by the Commissioner of Finance,

the Contractor shall repay to the County such payment(s).

If, for any reason, the full amount of the Funds is not paid over or made available to the County, the County may terminate this Agreement immediately or reduce the amount payable to the Contractor, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Contractor. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

The parties also recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the

Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.”

D.) 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.

E.) CONFLICT OF INTEREST

The award of a contract is subject to provisions of all Federal, State and County laws. All proposers 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 proposers must disclose the name of any County officer, employee, or elected official who owns, directly or indirectly, an interest of ten percent or more in the proposer or any of its subsidiaries or affiliates.

F.) CONTENTS OF PROPOSAL AND FREEDOM OF INFORMATION LAW

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.

G.) 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, all proposers are required to complete the questionnaire attached to this RFP as Schedule “D”.

H.) REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

All proposers are required to submit with their proposal the Disclosure Form attached to this RFP as Schedule “E”.

I.) CRIMINAL BACKGROUND DISCLOSURE

All proposers are required to submit the Criminal Background Disclosure form attached to this RFP as Schedule “F”.

J.) INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the proposer certifies, and in the case of a joint proposal each party certifies as to its own organization, that in connection with this proposal:

1. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any proposer; and
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award directly or indirectly to any other proposer; and
3. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

[NO FURTHER TEXT ON THIS PAGE]

X. 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 and 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 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: _____
Name:
Title:

You Must Complete the Applicable Acknowledgement and Certificate of Authority Document(s), Which Are on the Pages Following This Page

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

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

SOLE CORPORATE OFFICER ACKNOWLEDGMENT

STATE OF NEW YORK)
 ss.:
COUNTY OF)

On this _____ day of _____, 20__, before me, the undersigned,
Personally appeared _____, personally known to me or

(Name of Sole Officer)

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 executed the same in his/her capacity as President and sole
officer and director of _____, the corporation described in and which executed the

(Name of Corporation)

within instrument, and acknowledged that he/she owns all the issued and outstanding capital stock of said
corporation, and that by he/she signed the within instrument on behalf of said corporation.

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _____,
(Officer other than officer signing document for the corporation)

Certify that I am the _____ of
(Title)

The _____ a corporation duly
(Name of Corporation)

Organized and in good standing under the

(Law under which organized, e.g., the New York Business Corporation Law)

Named in the foregoing document; that _____
(Person signing the document for the corporation)

Who signed said document on behalf of the _____
(Name of Corporation)

Was, at the time of signing _____
(Title of such person)

of the Corporation and that said document was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public

CERTIFICATE OF AUTHORITY
(LIMITED LIABILITY COMPANY)

I, _____,
(Member or manager other than person signing the document for the LLC)

Certify that I am a _____ of _____
(Member/manager) (Name of Limited Liability Company)

(The "LLC") duly organized under the Laws of the State of _____; that
(Name of State)

_____ who signed said the document on behalf of the LLC
(Person signing the document)

was, at the time of signing, a manager of the LLC; that said document was duly signed for and on behalf of said LLC and as the act of said LLC for the purposes therein mentioned.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the member/manager described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is a member/manager of said LLC; that he/she is duly authorized to execute said certificate on behalf of said LLC, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public

CERTIFICATE OF AUTHORITY
(PARTNERSHIP)

I, _____,
(Partner other than Partner signing the document for the partnership)

Certify that I am a General Partner of _____,
(Name of Partnership)

A partnership duly organized under _____,
(Law under which partnership is organized)

And named in the foregoing document; that _____,
(Partner signing the document)

Who signed said document on behalf of the Partnership was, at the time of signing, a General Partner of said Partnership; that said document was duly signed for and in behalf of said Partnership and as the act and deed of said proposer for the purposes therein mentioned.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of _____, in the year 20__ before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the General Partner described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is a general partner of said Partnership; that he/she is duly authorized to execute said certificate on behalf of said Partnership, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public

SCHEDULE “A”

SCOPE OF SERVICE and PROGRAM NARRATIVE

Agency Name:

Title of Program:

Agency History: *When did the program begin and why? (Limit to 2 - 3 sentences only.)*

Program Justification: *What is the public purpose of this contract? What are the goals and objectives? Why are the goals and objectives in the best interest of the Department in terms of fiscal responsibility? Why are the goals and objectives in the best interest of the Department in terms of public safety, public health and/or the environment?*

Program Capacity: *How many people will be served? Please provide the projected number of families, individuals or children to be served by indicating the monthly capacity and the annual unduplicated number to be served.*

Target Population: *Description of target population. Include age range, gender and/or unique population. Who submits referrals to the program?*

Program Description: *What services are you providing? How are services delivered? Attach Organizational Chart, Board of Directors, Job Descriptions and Logic model.*

Program Outcome: *How will you measure program outcomes and performance? What impact will the services have on families, individuals, children, and the community?*

Performance Measurement Indicators: *List program outcomes and include target milestone(s) for each outcome.*

SCHEDULE "B"

BUDGET

(Vendor's Name)

(Program Name)
Please include five annual budgets

_____ (Beginning Date)

To

_____ (Ending Date)

Personnel:				
Name	Position	Yearly Salary	FTE	Amount
Salaries				
Fringe %	Fringe items included			
Total Salaries & Fringe				

Note: Please note that salaries in the category above are those salaries exclusively dedicated to the program. Any other salaries that give support to the program are considered administrative & overhead. Refer to the Administrative & Overhead category for more information.

OTPS (Other than Personnel Services):				
Equipment				
Supplies				
Rent				
Utilities				
Telecommunications				
Maintenance	If maintenance is performed by a salaried employee, the salary should be included in the Administrative & Overhead category unless the staff is exclusively hired for the program and/or part or under a contract.			
Travel				
Miscellaneous	This should be specified in order not to include expenses already stated above.			
Total OTPS				

Total Direct Costs	Total of Salaries & Fringe and OTPS			
Administrative & Overhead	Administrative & Overhead expenses pertain to costs that the agency considers necessary in order to give support to the program being funded. DSS needs evidence that those expenses are distributed proportionately among other programs. This will guarantee that all costs charged to DSS are really in support of the program. In order for the overhead charge to be approved, the vendor needs to provide Schedule "E" Administrative & Overhead Cost Allocation Analysis.			
A&O as % of Total Direct Costs				
		Total Budget		

SCHEDULE “B 1”

BUDGET JUSTIFICATION

The purpose of this form is to provide the Department of Social Services with supplemental information to explain how your agency’s proposed budget was determined. Using the template charts below, please provide brief but detailed descriptions of expenses included in each budget category and explanations on how the expenses may relate to producing the anticipated results. Agencies may add rows to the charts, as necessary; however, please do not attach additional documents to this Schedule.

Personnel Services

For each staff member identified under Personnel Services, provide a brief description on how the person’s FTE allocation was determined. Staff whose responsibilities are not directly related to the particular requested program, such as the CEO, CFO, human resources and fiscal personnel, should be accounted for in the OTPS Administrative & Overhead category.

Staff Name	FTE (%)	Explanation / Justification

Other Than Personnel Services (OTPS)

Using the format below, please break down the costs that comprise of the following categories.

1. **Equipment** – Equipment is any non-consumable, tangible property having a useful life of more than a year and an acquisition cost of \$100 or more per unit. Substantial equipment purchases should be avoided. Equipment purchased with Westchester County fiscal resources becomes the County’s property and reports on its use must be submitted annually to County DSS for the useful life of the equipment, which may be up to ten years. If the equipment is no longer needed for the approved purpose, it must be returned to County DSS. **Equipment rental should be listed under Miscellaneous Costs.**

Item	Amount (\$)

Total Equipment Cost	

Explanation/Justification:

2. **Supplies** – List major supply items (e.g. office supplies, program supplies, janitorial). Justify costs in relation to the number of staff and their programmatic functions.

Item	Amount (\$)
Total Supplies Cost	

Explanation/Justification:

3. **Rent** – Enter the cost of the rental space that will be used to provide services in the proposed budget. The Department reserves the right to request or audit lease agreements. Include square footage of space allocated for this specific program. Justify costs in relation to the number of staff and their programmatic functions and note if there are any modifications being requested compared to existing space allocated for this program.

Item	Amount (\$)
Total Rent Cost	

Explanation/Justification:

4. **Utilities** – Enter the estimated cost for each utility, such as electric, water, gas and heat. If space is shared with other program, justify costs allocated to this program.

Item	Amount (\$)
Total Utilities Cost	

Explanation/Justification:

5. **Telecommunications** – Include separate line for land lines, cell phones, internet service, and any related maintenance costs.

Item	Amount (\$)
Total Telecommunications Cost	

Explanation/Justification:

6. **Maintenance** – Maintenance may include equipment and/or staff maintenance if the costs are specifically limited to the services provided in the proposed budget.

Item	Amount (\$)
Total Maintenance Cost	

Explanation/Justification:

7. **Travel** – Travel costs are reimbursed at the rates established by Westchester County. Only travel costs for personnel listed under the Personnel Services of the proposed budget and under limited circumstances are acceptable. Explain who will be traveling in relation to the project/program, the destination, mode and frequency of travel. Include a breakdown by cost per mile for the number of miles expected to travel. Cost per mile must not exceed the current reimbursable rate established by IRS. Travel reimbursement costs for customers should indicate estimate per unit cost and anticipated number of customers and or trips planned.

Item	Amount (\$)
Total Travel Cost	

Explanation/Justification:

8. **Miscellaneous** – This category captures any other major, direct expenses not accounted for in the previous categories. Miscellaneous expenses can include, but not limited to, contractual services, consulting services, equipment rental and/or leasing. If Contractual Services entail sub-contractors, please provide a list of sub-contractors and copy of existing contract, if applicable.

Item	Amount (\$)

Total Miscellaneous Cost	
---------------------------------	--

Explanation/Justification:

9. **Administrative & Overhead** – Indirect costs that may apply to several programs, areas, or functions of the agency and are not readily or easily assigned to a specific program. For example, the personnel costs of the CEO, CFO, human resources and fiscal employees would fit in this category. Other administrative & overhead costs should be included. Any cost that is budgeted completely or partially in an itemized direct costs category may not be part of the budgeted Administrative & Overhead costs.

Item	Amount (\$)
Total Administrative & Overhead Cost	

Explanation/Justification:

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Contractor)

1. Prior to commencing work, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor 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 Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Contractor 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 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. 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, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(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.1), 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.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(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) Professional Liability Insurance with minimum limits of liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

3. All policies of the Contractor 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 Contractor.

SCHEDULE "D"

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**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

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

Contract #: _____

Name of Contractor: _____

SCHEDULE "E"
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): _____

- 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): _____

- 3.) Do any County officers or employees have an **interest**¹ 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): _____

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

Name: _____

Title: _____

Date: _____

¹ "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.

SCHEDULE "F"

CRIMINAL BACKGROUND DISCLOSURE
INSTRUCTIONS

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 Sublicensees 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.¹ 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

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 Officer². 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.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

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.

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

Contract #: _____

Name of Consultant, Contractor, Lessee, or Licensee: _____

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