

REQUEST FOR PROPOSALS
FOR
JUVENILE NON-SECURE DETENTION SERVICES
WESTCHESTER COUNTY, NEW YORK

ISSUED BY: DEPARTMENT OF PROBATION

PROPOSAL DUE DATE: August 25, 2017 at 5:00 p.m.

An original and twelve (12) completed copies of the proposal must be received no later than the above date and time at the following address:

**Westchester County
Department of Probation
111 Martin Luther King Jr. Blvd
White Plains, NY 10601**

**Attention: Jerard Rauso
Supervising Probation Officer**

PROCUREMENT TIMETABLE

The County's proposed schedule for conducting this procurement is described below. However, the County reserves the right to amend the following schedule.

| <u>Event</u> | <u>Date</u> |
|-----------------------------------|------------------------|
| RFP Issuance | August 2, 2017 |
| Mandatory Pre-Proposal Conference | August 9, 2017 |
| Proposal Due Date | August 25, 2017 |
| Provision of Services | January 1, 2018 |

TABLE OF CONTENTS

1. SECTION I: Notice to Proposers
2. SECTION II: General Terms
3. SECTION III :Selection Process and Criteria
4. SECTION IV: Information to Proposers
5. SECTION V: Program Operation
6. SECTION VI: Instructions for Responding to this RFP
 - a. PROGRAM NARRATIVE
 - b. PROGRAM BUDGET
7. SCHEDULES A – I
8. ATTACHMENTS A - C

SECTION I: NOTICE TO PROPOSERS

A) BACKGROUND

The County of Westchester Department of Probation (hereinafter referred to as “Department”) is seeking proposals from qualified agencies, organizations, or corporations (hereinafter “Proposer”) to manage and operate a program of Juvenile Non-Secure Detention services including the provision of residential and other related support services. Proposers must deliver services to and make reasonable efforts to assure the court appearances of alleged Persons In Need of Supervision (hereinafter “PINS”) and Juvenile Delinquents (hereinafter “JD’s”) detained pursuant to Article 3 of the Family Court Act or Article 510 of the Criminal Procedure Law. The population to be served consists of males and females who are at least ten years of age and less than eighteen years of age at the time they are alleged to have committed the acts leading to their Detention; the large majority, however, will be between thirteen through fifteen years of age at the time of admission.

The Department is looking for a Proposer to assume the operation of a Juvenile Non-secure Detention facility certified by the New York State Office of Children and Family Services, (hereafter also referred to as “OCFS”).

Proposer (s) must meet all of the requirements to be certified to operate a Juvenile non-Secure Detention facility as per Part 180 Regs. NYS OCFS. The selected Proposer must apply for certification from NYS OCFS prior to operating the facility. If selected Proposer is unable to become certified, the County may withdraw and terminate any contractual agreement with selected Proposer to manage and operate the Juvenile Non-Secure Detention program detailed in this Request for Proposals (“RFP”). The County may then decide to award applicant with the second highest RFP Review score rating, or to reissue this RFP.

B) TERM

It is planned that the Successful Proposer(s) selected under this RFP will, upon approval of the County Board of Acquisition and Contract, be awarded a contract for the one-year period commencing on or about January 1, 2018 through December 31, 2019.

C) INQUIRIES

All inquiries, questions and communications with respect to this RFP must be in writing and should be addressed to: Jerard Rauso, Supervising Probation Officer, Westchester County Department of Probation, 111 Dr. Martin Luther King Jr Blvd., White Plains, New York 10601 and submitted no later than 5:00 pm on August 16, 2017. Formal written responses will be distributed by the County on or before August 18, 2017.

Proposers having questions concerning state regulations governing the operation of Juvenile Non-Secure Detention programs should contact Azizi Baker, Detention Specialist, New York State Office of Family and Children's Services at (212-961-8460).

D) MANDATORY PROPOSER'S CONFERENCE

The Department will conduct a **mandatory proposer's conference** on August 9, 2017, at 10:00am at the Westchester County Department of Probation, 111 Dr. Martin Luther King Jr Blvd., 7th Floor, White Plains, New York, 10601. Agencies considering submitting a proposal are required to attend the Proposer's conference, where questions concerning the RFP and Department operations in general will be addressed. Any information provided at this conference will not modify this RFP. Any modification to the RFP will be made by written addendum only.

E) RETURN OF PROPOSAL

Submit one (1) original proposal; twelve (12) copies to Jerard Rauso, Supervising Probation Officer , Westchester County Department of Probation, 111 Dr. Martin Luther King Jr. Blvd, White Plains, NY, 10601. The proposal may be hand delivered in person or may be mailed, but must be contained in an envelope clearly marked "Proposal for Non-Secure Detention". Proposers mailing their proposals are cautioned to allow sufficient delivery time to insure that their proposal is received on time since late proposals are ineligible for consideration. **Please note: Proposals cannot be faxed or electronically transmitted.** The County is not responsible for proposals that are received after the deadline.

F) ASSURANCES

Each proposal must contain the following information and assurances:

1. A statement that the proposal will constitute a valid, binding and continuing offer at the prices set forth in the proposal for a period sixty (60) days from the deadline set forth herein for acceptance of proposals;
2. A description of the legal status of the entity submitting the proposal, i.e., sole proprietorship, partnership, limited partnership, joint venture corporation, the identity of each principal of the entity including the officers, directors, partners and management shareholders, and state of residency or incorporation;
3. The name, address and positions of persons within the firm who are authorized to execute contracts on its behalf;

4. The name, address and telephone numbers of references who may be contacted by the County concerning work done on comparable projects;
5. A statement by the Proposer that it has no interest direct or indirect, that would conflict in any manner or degree with the performance of the services to be rendered to Westchester County.

SECTION II: LEGAL UNDERSTANDINGS

This RFP constitutes only an invitation to make a proposal to the County. By submitting a proposal, the Proposer understand and agrees that the County reserves, holds and may, in its sole discretion, exercise the following rights and options with respect to this RFP:

1. to discontinue the RFP process at any time.
2. to reject any or all proposals.
3. to reject proposals that do not conform in all material respects to the RFP or meet the minimum evaluation criteria
4. to interview any or all Proposers.
5. to conduct a site visit of the proposed Non-Secure Detention Facility
6. to conduct investigations with respect to the qualifications of each Proposer.
7. to supplement, amend, or otherwise modify this RFP.
8. to issue additional subsequent solicitations for proposals.
9. to negotiate with the Proposers for amendments or other modifications to their proposals.
10. to select and enter into contract(s) with those Proposers whose proposals best satisfy the interests of the County and are most responsive to this RFP, and not necessarily on the basis of price alone or any other single factor.
11. to enter into agreements for only portions (or not to enter into agreements for any) of the services contemplated by this RFP.
12. to enter into an agreement with more than one Proposer.

13. the Proposer may not rely upon oral responses or representations made by the County; the Proposer may rely upon only written responses or representations made by the County and provided to all recipients of the RFP. Any modification to the RFP shall be made by the County in writing and delivered to each recipient of the RFP.
14. the County has diligently prepared this RFP and has presented all known, pertinent data as accurately and completely as possible. The County does not warrant or guarantee the completeness or accuracy of this information, nor will the discovery of an error or omission therein give rise to any obligation by the County to later alter the contract.
15. while a proposal pursuant to this RFP is not a bid under Section 103 of the New York State General Municipal Law, the County reserves the right to apply the case law pursuant to §103 regarding bidder responsibility in determining whether a Proposer is “responsible.”
16. the County of Westchester assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of the proposal, nor is it legally bound in any manner whatsoever by submission of same;
17. to exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiation and award of any contract.
18. the County is not responsible for any internal or external delivery delays that may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place and time specified herein and be time-stamped prior to the deadline.

Please take notice, by submission of a proposal in response to this request for proposals, proposing entity agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals 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.

III. PROPOSAL REQUIREMENTS

PACKAGES MUST BE MARKED: “REQUEST FOR PROPOSAL FOR JUVENILE NON-SECURE DETENTION SERVICES, WESTCHESTER COUNTY, NEW YORK”

- 1) The proposal must include the following information:
 - a. Scope of work to be performed. Provide a detailed narrative of how the County’s scope would be performed.
 - b. Identification of Key Personnel. Identify and provide background information on the key personnel who would provide services to the County. The proposal must include the professional qualifications and experience of these individuals
 - c. Information to be supplied to the proposer. List the information that is not provided in the RFP that is necessary for the County to provide to you in order to complete the scope of work.
 - d. Timetable. Provide a timetable for completion of the assignment (if the County has set forth specific deadlines above, then provide a timeline for meeting those deadlines, including all interim milestones necessary to complete the project).
 - e. Proposed Fee. The fee proposed for these services shall be indicated as part of the proposal. Failure to include the fee proposal amount with the proposal shall disqualify the proposal. If the fee is a not-to-exceed amount based on your estimate of hourly rates and costs necessary to complete the scope of work, you must provide a detailed budget outlining all such hourly rates and cost estimates.
 - f. Experience: The Proposal should list the proposer’s:
 - Experience providing the services requested by this RFP
 - Experience providing services requested by this RFP to New York counties of similar size to Westchester County.
 - Membership in appropriate professional organizations.
 - Expertise of individuals who Proposer has identified as the individuals who will provide the services to the County.
- 2) Proposals must be submitted on the proposer’s letterhead or standard proposal form and signed by an authorized representative of the proposer. Telephone or facsimile proposals will not be accepted.

- 3) The proposal cover letter signed by a person authorized by the proposer to make a binding proposal must set forth that that “this proposal constitutes a valid, binding and continuing offer at the prices set forth in the proposal for a period of sixty (60) days from the deadline for acceptance of proposals as set forth herein.”
- 4) An original and twelve (12) completed copies of the proposal MUST be received no later than August 25, 2017 at 5:00 p.m. at the following address:

Jerard Rauso
Supervising Probation Officer
Westchester County Department of Probation
111 Dr. Martin Luther King Jr. Blvd.
White Plains, NY, 10601

- 5) Proposal must be typed or printed in black ink. All corrections made by the proposer prior to the opening must be initialed and dated by the proposer. No changes will be allowed after proposals are opened.
- 6) Proposals delivered prior to the deadline shall be Non-Secured unopened so long as the package is properly marked as set forth above. Late proposals will not be accepted.
- 7) Proposals must be signed. Unsigned proposals will be rejected.
- 8) Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- 9) 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.

SECURITY MEASURES

Prior to the submission of a proposal, the Proposer shall inspect the facility and make an evaluation of the physical security measures necessary to prevent escapes. If, in its professional estimation, capital improvement(s) are necessary to ensure against escapes, the Proposer shall be responsible for said improvements and specifically identify same in detail as part of its written proposal and shall state all of the reasons supporting its determination. Notwithstanding anything to the contrary contained herein, the Successful Proposer shall be responsible for preventing all escapes from the facility and during transportation.

The Successful Proposer, in addition to the indemnity and insurance requirements stated above, 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 any escape.

PROPOSAL SUBJECT TO 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.

QUALIFICATION OF PROPOSERS

Proposers which are eligible to receive a contract under this RFP must possess or obtain an operating certificate issued by the New York State Office of Children and Family Services prior to the commencement of the Juvenile Non-Secure Detention program. In addition,

Proposers shall assure that their corporate purposes authorize operation of Juvenile Non-Secure Detention for PINS and JD's. Organizations seeking to incorporate for the purpose of operating Non-Secure Detention facilities must comply with sections 371 and 460-a of the New York State Social Services Law, as an example, language should state; "The Proposer shall incorporate for the purposes of operating Juvenile Non-Secure Detention facilities and provide services for juvenile delinquents and/or PINS pursuant to Social Services Law Sections 371 and 460(a)."

IV. CONTRACT

After selection of the successful proposer, 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 required to sign a CONTRACT prepared by the Office of the County Attorney.

NON-COLLUSION

The Proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, Non-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.

CONFLICT OF INTEREST

The award of a contract is subject to provisions of all Federal, State and County laws. 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.

CONTRACT PERIOD

The term of the Contract shall be for two years and is projected to begin on January 1, 2018.

The County, upon ten (10) days notice to the Contractor, may terminate the Agreement in whole or in part when the County deems it to be in its best interest. With respect to a material breach that remains uncured for five (5) days after service on the Contractor of written notice

thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement, and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor.

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 “_B_”.

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.

MBE/WBE

Pursuant to Local Law No. 27-1997, 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 “C”.

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 A. Therefore, the County asks Proposers to complete the questionnaire attached hereto as Schedule “D”.

RELATIONSHIPS TO COUNTY

Proposers are required to complete the questionnaire entitled “Required Disclosure of Relationships to County” attached hereto as Schedule “E.” 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.

CERTIFICATION REGARDING LOBBYING

Section 319 of Public Law 101-121 prohibits the use of Federal funds for lobbying Federal officials, including members of Congress, in conjunction with a specific contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The law also requires the disclosure of lobbying efforts using other than Federal funds. Each proposal must include a completed Certification Regarding Lobbying, attached hereto as Schedule “ H ”.

DRUG-FREE WORKPLACE

The Proposer agrees to sign the certifications regarding Drug-Free Workplace, attached hereto as Schedule “ G ”.

DEBARMENT

Pursuant to Federal Executive Order 12549, and as prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Proposer hereby agrees to complete the Debarment and Suspension Certificate attached hereto as Schedule “ F ”.

HIPPA COMPLIANCE

All release of information should be in full compliance with the Health Insurance Portability and Accountability Act set forth in Federal Law established in 1996. See HIPAA Business Associate addendum attached hereto as Schedule “ I ”.

AUTHORITY TO DO BUSINESS IN NEW YORK

Any corporation not incorporated under the Laws of New York State must furnish a copy of its certificate of authority from the New York State Secretary of State to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law. In addition the Proposer must be an authorized Proposer as defined in New York State Social Service Law.

PERMITS, FEES, ETC.

All necessary permits from the County, State or other concerned Public Authorities shall be secured at the cost and expense of the Proposer. The Proposer shall also give all notices required by law, or ordinance, or the rules and regulations of the concerned Public Bureau or Departments, and also as part of the contract, comply without extra charge or compensation with all State Laws, and other Ordinances or Regulations that may be applicable to this work. The

Proposer, however, shall first notify the County before proceeding with the securing of any necessary permits and the giving of required notices.

ASSIGNMENT OF CONTRACT

The Successful Proposer shall not assign, transfer, convey or otherwise dispose of the contract or any part of it or any monies due and payable under the contract, without prior express written approval of the County. If such approvals are granted by the County, they shall in no way relieve the Proposer from any of its obligations under the terms of the contract. Any such assignment of rights without the express written consent of the County is void.

SUBCONTRACTING

Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Proposer shall not subcontract any part of the work without the prior written consent of the County. All subcontracts shall provide that subproviders are subject to all terms and conditions set forth in the contract documents. All work performed by a subprovider shall be deemed work performed by the Successful Proposer. Each portion of the work shall be performed by an organization equipped and experienced to do work in that particular field, and no portion of the work shall be reserved by the Proposer to itself unless it is so equipped and experienced.

HIV CONFIDENTIALITY

- a. Proposer's procedures must ensure the protection of health history information related to an individual who has been diagnosed as having AIDS, and HIV infection or laboratory tests performed on an individual for HIV-related illness. The Proposer's staff to whom confidential HIV-related information is disclosed as a necessity for providing services must be fully informed of the penalties and fines for redisclosures in violation of State law and regulations. The Proposer's procedures shall provide that any disclosure of confidential HIV-related information be accompanied by a written statement as follows:

“This information has been disclosed to you from Confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure”.

- b. Proposer shall implement the following procedures for the purpose of safeguarding information and ensuring the protection of health history information related to an individual who has been diagnosed as having AIDS or an HIV-related illness or an HIV infection or laboratory tests performed on an individual for HIV-related illness:

1. Records containing individually identifiable information shall be marked “confidential” and kept in locked files or in rooms that are locked when the records are not in use.
2. When in use, records shall be maintained in such a manner as to prevent exposure of individual identifiable information to anyone other than the authorized party directly utilizing the case records.
3. No records shall be taken from the place of business without prior authorization by appropriate supervisory staff in order to perform a function which requires the possession of the records outside of the Proposer and where return of the records to the Proposer at the close of business would result in an undue burden to the staff. In those cases where records are take home by staff, the records are to be maintained in a Non-Secure location and are not to be disclosed to anyone other than those expressly authorized by statute or regulation. The records are to be returned to the Proposer by staff on the following business day.
4. Records shall be transmitted from one location to another in a sealed envelope stamped “confidential” and a receipt shall be obtained documenting delivery of said records.
5. Interviews with respondents shall be conducted at a location and in a manner which maximizes privacy.
6. Employees of the Westchester County Department of Probation and New York State Office of Children and Family Services and other authorized Proposer, consistent with applicable statute and regulation, shall have access to individual identifiable information only where the employee’s specific job responsibilities cannot be accomplished without access to the individual identifiable information.

AUDIT

The Successful Proposer shall agree to the following:

“Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Consultant as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the County shall find cause to withhold payment in the course of such audit or the Consultant fails to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement..”

SECTION V: SELECTION PROCESS AND CRITERIA

The award of contracts under this RFP will be made by the County Board of Acquisition and Contract at a regularly scheduled public meeting after recommendation by the Commissioner

of Probation. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate. Proposals will be reviewed by the Department on the basis of the following criteria which are not necessarily listed in order of importance:

1. Qualifications and Experience (Program)- Proposers should have a background in the development and operation of residential programs for troubled adolescents. Experience with programs which address the care and supervision of youth with expected short lengths of stay, who are involved in the juvenile justice system, and who exhibit or have the potential to exhibit violent behavior, is especially desirable. Experience with operating Non-Secure facilities is also preferable.
2. Qualifications and Experience (Administration) – Proposers should have the organizational structures and administrative processes necessary to direct and control the operations of the proposed program. Staff proposed for program leadership positions should possess appropriate experience and training as specified in the New York State Office of Children and Family Services regulations, including without limitation Section 180.8
3. Reasonableness of Implementation Plan – Proposers should propose a program that can be initiated within the proposed time constraints. This includes the recruitment and training of staff and the development of appropriate programs.
4. Soundness of Program Proposed – Proposals should describe nature of the Proposer’s program for behavior management, education, medical services, structured recreation, casework, etc. taking into consideration the population to be served and the short-term nature of the program intervention.
5. Reasonableness of Budget – Proposers should propose a cost effective program. The program budget should assure the delivery of a quality service by well trained and well supervised staff.

SECTION VI: SCOPE OF WORK

DEFINITIONS

Detention

Detention is the temporary care and maintenance of youth held away from their homes pursuant to Article 3 or Article 7 of the Family Court Act, or held pending a hearing of alleged violation of the conditions of release from a division facility or authorized agency, or held pending a hearing for alleged violation of the condition of parole as a juvenile offender, or held pending return to a jurisdiction other than the one in which the youth is held, or held pursuant to a securing order of a criminal court if the youth named therein as principal is charged as a juvenile offender or held pending a hearing on an extension of placement or held pending transfer to a facility upon commitment or placement by a court. Only alleged or convicted juvenile offenders who have not

attained their eighteenth birthday shall be subject to detention in a detention facility.
Executive Law §502.3

Juvenile Detention Facility

A facility certified by the New York State Office of Children and Family Services, for care of children detained in accordance with provisions of the Family Court Act, regulations of the division, and Criminal Procedure Law and as per New York State Office of Children and Family Services, 9 NYCRR, Part 180 Regulations. which are the guidelines for the operation of a Detention Facility. Part 180 Regulations are hereby incorporated by reference into this RFP.

Non-Secure Detention Facility

A juvenile Detention facility characterized by the absence of physically restricting construction, hardware and procedures. Family Court Act §301.2(4)

Alternatives To Detention Program

A program to provide youth with intensive support in the community, school and home in order to both prevent remand to detention and/or reduce recidivism.

Juvenile Delinquent (“JD”)

A juvenile delinquent is a person who, between his seventh and sixteenth birthdays, commits an act which, if committed by an adult, would be a crime. Family Court Act §301.2(1) The Family Court Act has been amended to include sixteen year olds in 2018 and seventeen year olds in 2019: “commencing on October first, two thousand eighteen a person over seven and less than seventeen years of age, and commencing October first, two thousand nineteen a person over seven and less than eighteen years of age”. Id.

Person in Need of Supervision (PINS)

A person less than eighteen years of age who does not attend school in accordance with the provisions of part one of article sixty-five of the education law or who is incorrigible, ungovernable or habitually disobedient and beyond the lawful control of a parent or other person legally responsible for such child’s care or other lawful authority, or who violates the provision of section 221.05 or 230.00 of the penal law, or who appears to be a sexually exploited child as defined in paragraph (a),(c) or (d) of subdivision one of section four hundred forty-seven-a of the social services law, but only if the child consents to the filing of a petition under this article.

BACKGROUND

Successful proposer for **Juvenile Non-Secure Detention Services** will incorporate best practices to effect the Department of Probation's commitment to reduction of disproportionate minority confinement of Westchester County's youth, ensure the health and safety of youth served, and promote positive outcomes such as reduced recidivism and absent without leave ("AWOL") occurrence, and successful reintegration of these youth to their homes, schools and communities.

In accordance with Section 218-a of the County Law the County Executive has designated the Westchester County Department of Probation responsible for the administration of Juvenile Non-Secure Detention services. The Westchester County Department of Probation is therefore responsible for assuring that "adequate, suitable and conveniently accessible accommodations" will be available when required for the temporary care and maintenance of alleged and adjudicated juvenile delinquents requiring temporary care away from their home, pursuant to Article 3 of the Family Court Act, and alleged PINS.

Additionally, an Alternative to Detention Program will be provided for juveniles that are high risk for possible detention. The program should include strategies to provide youth with intensive support in the community, school and home in order to both prevent remand to detention and/or reduce recidivism.

Over the past several years, the program has served on the average a daily census of 6 to 10 youth. The Department envisions that the respondent population has stabilized based on present known system and respondent factors. However, the change in law that allows sixteen year-olds, on October 1, 2018, and seventeen year-olds on October 1, 2019, to be adjudicated as Juvenile Delinquents will result in an increase in the daily census for the program.

There are a number of "systems" factors about which Proposers should be aware. Westchester has six Family Court Judges located in three districts: White Plains, Yonkers, and New Rochelle. The Department of Probation is likewise decentralized into three district offices. Moreover, the County is served by 48 municipal police departments. These factors create logistical challenges as well as issues attendant to the need to relate to a multitude of systems.

A large proportion of the Juvenile Non-Secure Detention admissions are remands from the Family Court after a preliminary hearing has been held. A Probation Officer is assigned to conduct a pre-disposition investigation after the fact-finding is concluded. This means there is a need to coordinate information between the Department of Probation and the successful Proposer for Juvenile Non-Secure Detention Services.

CHILDREN TO BE SERVED

The Juvenile Non-Secure Detention program serves a mixed JD/PINS population. The proportion of males/females is roughly 50/50. Minorities comprise a significant proportion of

the cases. Spanish speaking youth are coming to comprise a significant part of the census. Culturally competent and diverse programming and staff are required.

Close to half of these youth derive from single parent homes; many of their family backgrounds include child abuse and substance abuse. Developing critical life skills and establishing needed and appropriate support systems have proven to be effective protective factors. Education is critical to long-term success and their ability to become successful, self-sufficient independent adults. Educational standards should be high. It is generally acknowledged that the large majority of youth entering Non-Secure Detention care are functioning below grade level with many requiring special education services.

Annual Number of Care Days

| YEAR | TOTAL CARE DAYS | AVERAGE DAILY CENSUS |
|-------------|------------------------|-----------------------------|
| 2012 | 6012 | 15 |
| 2013 | 4912 | 14 |
| 2014 | 5356 | 15 |
| 2015 | 3612 | 10 |
| 2016 | 2891 | 8 |

Best practices have proven effective in establishing baseline measurement to identify the issues and contributing factors, implementing effective change, and evidencing data driven success. Research evidences that disproportionate minority confinement is evident in juvenile and in-care populations nationally, regionally and locally. The identified best practice will also enable better understanding of how Detention is used in Westchester. Westchester County Department of Probation (“WCDP”) aims to successfully address disparity, disproportionate minority representation and youth ending up in Non-Secure Detention that would be better served through other less restrictive services or systems.

REIMBURSEMENT STRUCTURE

Each year a budget will be negotiated between the Department and the successful Proposer subject to the approval of the New York State OCFS. At the end of each contract year, the Proposer will submit a report of actual program expenditures. The Department and Proposer will reconcile reimbursements to expenditures; however, in no event will total payments to the Proposer exceed the total amount of the contract. Proposers may therefore be assured of full reimbursement within the contract ceiling for all funds properly expended.

Justifiable deviations in line-item expenditures against the budget may be allowable at the discretion of the Department. It is expected that Proposer(s) will seek advanced approval, in writing; to the extent such budget modifications can be anticipated.

SECTION VII: PROGRAM OPERATION

A) OFFICE OF CHILDREN AND FAMILY SERVICES REQUIREMENTS

Programs serving youth in Non-Secure Detention must comply with all applicable laws and with the regulations of the OCFS..

Non-Secure Detention programs must be certified by the OCFS before they begin to receive children. Officials from State OCFS will be available to provide technical assistance to prospective applicants to help determine how to meet 9 NYCRR Part 180 Regulations. OCFS and the Department strongly encourage Proposers considering a response to this RFP to contact OCFS as early as possible for such assistance. Questions for OCFS should be directed to Azizi Baker, Detention Specialist (212-961-8460).

B) MONITORING AND EVALUATION

The Non-Secure Detention program will be monitored by the Department and by the New York State OCFS. Both agencies require data collection on admissions and discharges; immediate reports of unusual incidents and access to programs to conduct periodic monitoring visits – announced and unannounced. The Proposer will be expected to make regular reports of program operation highlighting staff changes/issues; census statistics and relevant program update.

The Department asks the Proposer to collect data. Such information must be accessible to the Department of Probation.

- 1) Specific information related to individuals – case-level data – to understand who is being admitted, where they are from, arresting agency, why they are being detained and how long they are staying.
 - a) Daily, weekly, monthly census
 - b) Data items to collect:
 - i) Demographics
 - (1) Age
 - (2) Race
 - (3) Ethnicity
 - (4) Gender
 - ii) Reason for the current Detention
 - (1) Nature of referral offenses and
 - (2) Number of referral offenses
 - (3) Point in the system processing at which the youth was detained (e.g. intake, adjudicatory hearing, dispositional hearing)
 - iii) Nature of youth's offense history and
 - (1) Current supervision status
 - iv) Identified youth problems at the time of referral to Detention
 - v) The point in system processing that the youth was released (e.g. preliminary hearing)

- (1) To whom he/she was released
- (2) His/her length of stay

The Anne E. Casey Foundation research and Juvenile Detention Alternative and Detention Reform identify and recommend that data be collected and tracked to inform quality improvement, disproportionate minority confinement and Detention alternatives.

C) PROGRAM COMPONENTS (SPECIFICATIONS)

The following is a list of program components which are required for Non-Secure Detention services. These services are to be provided on the proposer's site. Proposers will note that the requirements are geared to short-term lengths of stay. The focus on services must focus on maintaining the health and safety of the child. Outcomes of the program and related services will also include reduced recidivism, reduced AWOLs, and successful reintegration of youth to their homes, schools and communities.

Facilities

The Department is looking for a Proposer to provide the site for Juvenile Non-Secure Detention and assume the operation of the Juvenile Non-Secure Detention Facility.

Open Intake

Proposer(s) are expected to adhere to an open intake policy. While the certified capacity of the Juvenile-Non-Secure Detention is anticipated to be approximately 24 beds there may be occasions when the Proposer and the department will seek approval from OCFS to exceed that number on a temporary basis to accommodate local needs or transport the residents that are over census to a Juvenile Non-Secure Detention Facility prearranged to accept our over census population. It is expected that Detention intake staff will be trained by the Proposer in the legal aspects of Detention admissions as well as in the evaluation of a child's potential need for referral to medical, psychiatric or other specialized assistance, and cultural competence.

Staffing Requirements

The Proposer is responsible for and must certify that employees are sufficient in number and that they meet the qualifications as required by the New York State OCFS regulations. Major requirements include:

1. Two child care workers awake and alert at all times for each facility with more than six beds. Female staff must be on duty at all times. The minimum direct care staff ratio is 1:8 residents. Supervisory staff should not be counted in the direct care ratio.
2. An experienced case worker who will provide casework services. The minimum requirement for case workers is one case worker for every fifteen children. Case work staff must either meet all the qualifications to be a certified social worker or else be supervised by someone who does.

3. Education staff shall be certified or eligible for certification by the NYS Education Department. The maximum group size for classes is one teacher per 12 students.
4. Medical/Clinical Staff. Physician or medical director shall be licensed and currently registered to practice medicine in accordance with New York State laws. The nurse shall be a registered professional nurse. The psychiatrist shall be qualified by training in psychiatry and licensed to practice medicine in accordance with the laws of New York State. The psychologist shall be certified as a psychologist by New York State.
5. Dietary Staff shall be a dietician or dietary consultant. A dietician shall be a graduate of a four year course in home economics from an accredited college with a major in food and nutrition and/or institutional food management shall have completed an approved dietetic internship and shall have had experience with institutional food service. A dietary consultant shall have had the same educational credentials and experience as a dietician and/or shall have earned a master's degree in food and nutrition or institutional food service.
6. All staff to be employed by the Detention program are subject to the screening and background requirements of the Child Abuse Prevention Act of 1985(42 USC 5101 et seq). In addition, a criminal background and fingerprinting check will be completed by the Proposer for all prospective employees, who will have direct involvement with the residents.

The Proposer must certify that screening will take place prior to direct contact with residents. Initial and annual health examinations are also required.

7. Recreation Supervisor will be a college graduate with specialization and experience in recreation or related fields.
8. Staff should possess sufficient strength and agility to physically interact with and if necessary restrain residents.

Proposers must set forth a staffing plan which satisfies these requirements indicating the total number of direct care and support staff to be employed as well as the Proposer's plan to attract and retain qualified staff. The staffing plan must include the Provider's job description and minimum qualifications for each position. The staffing plan must include the annual training plan for staff including orientation and the provision of training on topics required by the New York State regulations and any other training to be provided.

It is the strong view of the Department that the consistency and structure afforded by program and direct care staff is perhaps the single most determining factor in the successful operation of the Detention program.

Basic Physical Care

Care and maintenance services customarily associated with out-of-home placements will be provided, including: appropriate sleeping accommodations; well-balanced diet;

seasonally appropriate clothing, in a condition of reasonable cleanliness; and supervision of resident's health and personal hygiene.

Personal care similarly extends to supervision, attention and affection appropriate to age; the establishment of an emotional climate which encourages appropriate interpersonal relationships, trust, the development of a sense of self-worth and self-discipline and devotion of time to individual child.

In addressing basic care, proposals should describe the Proposers philosophy and strategy for resident management. Such description should take into consideration the short-term nature of the program as well as the diverse respondent group to be served.

Casework Services

Casework services, as envisioned by the Department, address resident adjustment to the Detention setting as well as facilitating and maintaining family and community ties within the constraints of the legal system, and to cooperate with discharge plans including but not limited to school and living arrangements. Arrangement for other required services (e.g. medical, education, discharge plans, etc.) is part of the casework function.

Proposers are required to develop a service plan which identifies immediate medical, mental health, education, recreation and other service needs, and describes short-term plans for addressing those needs. Such plans should be followed-up by care reviews and team meetings.

Health Services

Proposers must assure that each resident receives necessary and appropriate medical, dental and mental health care.

NYSOCFS regulations require an intake physical as well as the availability of psychiatric consultation services. The Proposer(s) will be expected to assure the provision of these services. The cost for these services must be included in the budget. A primary care physician should be available on a 24 hour basis for telephone consultation and shall make on site visits a minimum of twice a week. Nursing services shall be provided by the equivalent of a full time nurse.

Clinical Services

Psychiatric consultation services as well as court ordered psychiatric and psychological assessments including but not limited to Psychosexual Evaluations, Sex Offender Risk Assessment and Fire Setting Evaluations are an integral part of the program. The services of a licensed MD Board Certified or Board Eligible in psychiatry should be available on an on-call basis for the examination and treatment of minor and/or acute medical disorders which must be appropriately handled in a Detention facility. There is an average of approximately six (6) court-ordered evaluations requested each month

Educational Services

Educational standards must be high. Proposers must ensure the provision of educational services which are appropriate to each child's needs and which comply with applicable laws and regulations. Non-Secure Detention programs are governed by the provisions of Part 116 of the regulations of the Commissioner of Education. See Attachment C.

Clothing

The Provider will provide the necessary clothing for residents. Clothing shall be of good quality, adequate in amount and properly maintained for comfort and health, taking into account seasonal needs. Clothing, with the exception of undergarments, shall be kept by the Provider upon discharge of a youth, to be recycled for future use by other residents. Uniforms for all, approved by the Department, can be considered for use while children are detained at the Non-Secure facility.

Personal Hygiene

Residents must have appropriate grooming accessories and program staff should actively work with children to develop good personal hygiene practices. The Provider will provide the necessary items for personal hygiene for residents.

Recreational/Cultural Activities

Proposers must develop and coordinate appropriate recreational and cultural activities. There must be at least two hours of recreation each school day and four hours each vacation day and weekend day. The environment and staffing should ensure culturally competent programming and cultural competence among staff. Principals and practice of positive Youth Development should be incorporated where and when safety allows. The setting should be age appropriate and must consider the developmental and cultural needs of youth.

Religion

Proposers must ensure that residents of every denomination are allowed equal access to religious services. Participation is entirely voluntary and program staff must not insist that a child participate in any such services.

Transportation

Transportation services for PINS and JDs will be the responsibility of the service provider. This will include transportation of residents between the Juvenile Non-Secure facility and the courts, medical facilities, and other Detention facilities.

Facilities

The Proposer will be responsible for the upkeep and day to day repairs and maintenance including maintaining the cleanliness of the facility. The Proposer shall keep the facility free of all infestation, rodents, vermin, etc. Day to day maintenance includes repairs and/or replacement of equipment that is inoperable due to damage or normal wear and use. Maintaining the cleanliness of the facility includes control and/or amelioration of damage to property including the presence of graffiti.

Food Services

The Provider shall offer menus that provide a variety of appetizing food that is of good quality, properly prepared, well balanced and attractively served at regular hours in sufficient quantity with appropriate garnishes. Special or restricted dietary needs based on medical or religious considerations shall be provided. See Attachment C.

SECTION VIII: INSTRUCTIONS FOR RESPONDING TO THIS RFP

A) Proposal Format

Proposals must address each of the items enumerated in the following paragraph and must explicitly state how the Proposer will satisfy the program specifications contained in Section V – Program Operation and throughout this RFP; how much the Proposer will charge for providing these services; and its qualifications and experience to do so. Proposals must be signed by the individual authorized to contractually commit the Proposer.

B) Proposal

Proposer shall provide (1) one original proposal; and (12) twelve copies of the proposal, each containing all of the following:

1. cover letter signed in **blue ink** by the duly authorized representative of the Proposer;
2. Cover Sheet “ Juvenile Non-Secure Detention Services”, attached as page 29 of this RFP Application, and Proposal To Provide Non-Secure Detention Services
3. Program narrative (which addresses each program and related element as described in this RFP);
4. Start up plan which addresses how the Proposer will implement its proposal by January 1, 2018 (see page 2 of this RFP).
5. Program budget (prepared in conformance to the instructions contained on page 39 of this RFP).

The accepted proposal will become part of the final contract for the Successful Proposer and will be subject to the terms thereof.

C) Program Narrative

These instructions are intended to guide Proposers in formulating an acceptable program narrative. Please use the headings listed in the outline. Your response should not exceed a total of thirty (30), single spaced pages excluding attachments (e.g. including organization charts, resumes, etc).

1. Description of Proposer

Provide a brief description of the Proposer focusing on the experience and

qualifications of the Proposer to operate the Non-Secure Detention program, including:

- The nature and extent of its experience in providing residential services to adolescents, particularly those remanded or otherwise involved with the courts. Please highlight experience operating Juvenile Non-Secure Detention facilities, if any.
- Licenses and affiliations currently held by the Proposer.

2. Organizational Structure

- Provide an organizational chart of the Proposer’s entire organization and indicate the relationship of the proposed program to the other programs operated by the Proposer.
- Provide the organizational chart of the proposed Non-Secure Detention program.
- If the new program will share services with other Proposer programs, specify the staff and services involved, and indicate the methods to be used to ensure that the Non-Secure Detention program will be a distinct operating unit.
- Indicate the extent to which other entities will provide or supplement services required under this proposal.

3. Administrative Control

- Specify and indicate the role of Proposer administrators providing oversight for the project.
- Describe the processes to be employed to monitor performance and assure accountability.

4. Program Description and Methodology

- Describe the approach your organization proposes to take in meeting the needs of respondents to be served under this program. Proposer will describe in their narrative how the services will be provided as a Non-Secure Detention and an Alternatives to Detention Program.
 - When considering the proposed program design, Proposer is strongly encouraged to implement best-practice, evidence based program and service design, which is outcome driven, research based data and proven effective.
- a. Staffing Plan - Staffing is indicated by naming staff titles and the number of Full Time Employees (“FTE”) per title (i.e. “1.5 FTE – Case Worker”). Outline in the Personnel and Qualifications table as so indicated. Provide additional detail in the narrative of the application form.

- Briefly describe the number and type of staff. Indicate Proposer requirements for staff qualifications.
 - Describe the staffing patterns for direct care workers; indicate plan for rotating direct care and supervisory staff across shifts.
 - Specify the level and frequency of staff supervision.
 - Describe the Proposer's plan for initial orientation and on-going training.
 - Include the resumes and/or job description including qualifications of all staff to play a leadership role in the program (e.g. program director, facility director, social worker) if known.
- b. Direct Care Services
- Briefly describe the Proposer's philosophy underlying direct care and behavior management of residents.
 - Indicate how such approach is to be adapted to the Non-Secure Detention program.
 - Indicate the Proposer's plan to maintain program integrity; for instance to minimize the number of AWOL's and/or unusual incidents.
- c. Casework Services
- Describe the approach to the provision of casework services. This includes a description of how individual service plans will be developed. Proposers should also specify the nature and frequency of social worker contact with the residents.
 - Describe the nature and frequency of individual case reviews.
- d. Medical Clinical Services
- Specify how the Proposer intends to assure the delivery of medical, dental and mental health services including the requirement for intake physicals within 72 hours.
 - Describe how the Proposer proposes to integrate clinical consultation and court-ordered assessments.
- e. Educational Services
- Describe the proposed plan to provide required individualized educational services and any enrichment or support services the Proposer would provide.

f. Other Services

- Briefly describe the proposed plan for the issuance of clothing and personal hygiene articles.
- Indicate the Proposer's approach and philosophy behind recreation and cultural enrichment activities and how the Proposer plans to accomplish these ends.

D) START-UP PLAN (Limit: 3 pages – not including the “Start Up Plan Form”)

1. Describe the steps and time frame required to begin serving residents.
2. Describe plans for the hiring and training of needed staff.

E) BUDGET PROPOSAL

1. Start-up: The Proposer should identify any start-up costs which may be incurred prior to the beginning of the contract period. It is expected that these costs should be minimal. While these costs are part of the overall award, nonetheless, such costs should be specified and indicated separate and apart from the operating budget.
2. Operating Budget: A budget proposal should be presented in a line item format for a two year period which relates to the operation of the Non-Secure Detention program

The budget should include and identify individually the costs of medical, clinical, and educational services.

A master budget showing all program costs should likewise be-provided.

Line item budgets present the amount budgeted for each category (line of expense). A sample line item budget format follows. To the extent possible, the budget should express how the line is computed.

3. Budget Narrative: A narrative which explains major items of expense (e.g., salaries, equipment, etc.) should be furnished to document the basis for the budgeted expense. The more details provided to explain/justify the item expense will work to the Proposer's advantage.

LINE ITEM BUDGET CATEGORIES

Personnel Services

1. Salaries -- each distinct position should be specified with the number of staff and total dollar amount presented for each position (indicate PT or FTE as appropriate).
2. Other personnel services including hourly (per diem) workers, overtime and any special stipends to staff.
3. Fringe Benefit costs indicate the percentage amount(s) against direct staff costs

Equipment

Indicate classes of durable items; it is preferable to specify &/or budget by type, i.e., automotive, furniture and fixtures, office. Leased items should be noted as such with the lease rate indicated.

Supplies

Indicate non-durable, consumable items and break out by type (e.g. food, household, office, recreation, school, etc.)

Expenses

1. Include miscellaneous items, including maintenance contracts, telephone, travel (staff), repairs, purchased services.
2. Indirect charges (overhead)
3. Generally a fixed charge (%) against direct expenses; if not itemized, Proposer must justify the indirect charge rate.
4. Insurance .

JUVENILE NON-SECURE DETENTION SERVICES

COVER SHEET

1. AGENCY NAME: [Click here to enter text.](#)

2. AGENCY ADDRESS: [Click here to enter text.](#)
CITY [Click here to enter text.](#)
STATE [Click here to enter text.](#) ZIP CODE [Click here to enter text.](#)

3. FEDERAL ID: [Click here to enter text.](#) CHARITIES REG#: [Click here to enter text.](#)

4. CONTACT PERSON: [Click here to enter text.](#) TITLE: [Click here to enter text.](#)
PHONE NUMBER: [Click here to enter text.](#) EMAIL: [Click here to enter text.](#)

5. FISCAL OFFICER: [Click here to enter text.](#)
PHONE NUMBER: [Click here to enter text.](#) EMAIL: [Click here to enter text.](#)

6. THE AGENCY IS **Private/ Not-for-Profit** **Public** **Religious Corporation**

7. **Executive Director** **Board Chairperson**

[Click here to enter text.](#)
Print name _____
Signature

- PHONE NUMBER: [Click here to enter text.](#) EMAIL: [Click here to enter text.](#)

8. TOTAL PROGRAM BUDGET: \$ [Click here to enter text.](#); FUNDS REQUESTED: \$ [Click here to enter text.](#)

9. PERIOD OF OPERATION **FROM:** [Click here to enter a date.](#) **TO:** [Click here to enter a date.](#)

PROGRAM NARRATIVE

1) Description of Proposer

Provide a brief description of the Proposer focusing on the experience and qualifications of the Proposer to operate the Juvenile Non-Secure Detention program, including:

- The nature and extent of its experience in providing residential services to adolescents, particularly those remanded or otherwise involved with the courts. Please highlight experience operating Juvenile Non-Secure facilities, if any.
- Licenses and affiliations currently held by the Proposer. Does Proposer's Articles of Incorporation allow for the provision to operate a Detention facility?

2) Organizational Structure

- Provide an organizational chart of the Proposer's entire organization and indicate the relationship of the proposed program to the other programs operated by the Proposer.
- Provide the organizational chart of the proposed Juvenile Non-Secure Detention program.
- If the new program will share services with other Proposer programs, specify the staff and services involved, and indicate the methods to be used to ensure that the Juvenile Non-Secure Detention program will be a distinct operating unit.
- Indicate the extent to which other entities will provide or supplement services required under this proposal.

3) Administrative Control

- Specify and indicate the role of Proposer administrators providing oversight for the project.
- Describe the processes to be employed to monitor performance and assure accountability.

4) Program Description and Methodology

- Does the proposed program design utilize outcome oriented, research driven evidence based program and service design? Is it a replication of a proven effective best-practice model program? If yes, what is the recognized title of the best Practice Program Mode? What Proposer or entity recognized it as Best Practice?
- Describe the approach your organization proposes to take in meeting the needs of respondents to be served under this program. Proposer will

provide a program narrative that fully describes how the services would be provided as a Non-Secure Detention program.

- Proposer will provide detail for each respective Program Component in the narrative below:
 - a) Staffing Plan - Staffing is indicated by naming staff titles and the number of FTE per title (i.e. “1.5 FTE – Case Worker”). Provide additional detail in the narrative of the application form.
 - Briefly describe the number and type of staff (Full-Time, Part-Time, Per Diem). Indicate Proposer requirements for staff qualifications.
 - Describe the staffing patterns for direct care workers; indicate plan for rotating direct care and supervisory staff across shifts.
 - Specify the level and frequency of staff supervision.
 - Describe the Proposer’s plan for initial orientation and on-going training.
 - Include the resumes and/or qualifications of all staff to play a leadership role in the program (e.g. program director, facility director, social worker) if known.
 - b) Direct Care Services
 - Briefly describe the Proposer’s philosophy underlying direct care and behavior management of residents. Indicate how such approach is to be adapted to the Non-Secure Detention program.
 - Indicate the Proposer’s plan to maintain program integrity; for instance to minimize the number of AWOL’s and/or unusual incidents.
 - c) Casework Services
 - Describe the approach to the provision of casework services. This includes a description of how individual service plans will be developed. Proposers should also specify the nature and frequency of social worker contact with the residents.
 - Describe the nature and frequency of individual case reviews.
 - d) Medical Clinical Services
 - Specify how the Proposer intends to assure the delivery of medical, dental and mental health services including the requirement for intake physicals within 72 hours.

- Describe how the Proposer proposes to integrate clinical consultation and court-ordered assessments.
- e) Educational Services
- Describe the proposed plan to provide required educational services and any enrichment services the Proposer would provide.
- f) Other Services
- Briefly describe the proposed plan for the issuance of clothing and personal hygiene articles.
 - Indicate the Proposer's approach and philosophy behind recreation and cultural enrichment activities and how the Proposer plans to accomplish these ends.
- 5) Start – Up Plan (Limit: 3 pages)
- a) Describe the steps and time frame required to begin serving residents.
 - b) Describe plans for the hiring and training of needed staff.

BUDGET PROPOSAL

1) Start-up:

The Proposer should identify any start-up costs which may be incurred prior to the beginning of the contract period. It is expected that these costs should be minimal. Nonetheless, such costs should be specified and indicated separate and apart from the operating budget.

2) Operating Budget:

A budget proposal should be presented in a line item format for a two year period which relates to the operation of the Non-Secure Detention program.

The budget should include and identify individually the costs of medical, clinical, and educational services.

A master budget showing all program costs should likewise be-provided.

Line item budgets present the amount budgeted for each category (line of expense). A sample line item budget format follows. To the extent possible, the budget should express how the line is computed.

3) Budget Narrative:

A narrative which explains major items of expense (e.g., salaries, equipment, etc.) should be furnished to document the basis for the budgeted expense. The more details provided to explain/justify the item expense will work to

the Proposer's advantage.

LINE ITEM BUDGET CATEGORIES

i) Personnel Services

- Salaries -- each distinct position should be specified with the number of staff and total dollar amount presented for each position (indicate PT or FTE as appropriate).
- Other personnel services including hourly (per diem) workers, overtime and any special stipends to staff
- Fringe Benefit costs indicate the percentage amount(s) against direct staff costs

ii) Equipment

Indicate classes of durable items; it is preferable to specify &/or budget by type, i.e., automotive, furniture and fixtures, office. Leased items should be noted as such with the lease rate indicated.

iii) Supplies

Indicate non-durable, consumable items and break out by type (e.g. food, household, office, recreation, school, etc.)

iv) Expenses

- Include miscellaneous items, including maintenance contracts, telephone, travel (staff), repairs, purchased services, insurance.
- Indirect charges (overhead)
 - Generally a fixed charge (%) against direct expenses; if not itemized, Proposer must justify the indirect charge rate.

a) PROGRAM BUDGET DETAIL

See Excel Attachments.

TWO YEAR BUDGET

PERSONNEL: PAID STAFF – QUALIFICATIONS AND DUTIES

| <p>POSITION/TITLE * FOR EACH PAID POSITION ON THE TOTAL BUDGET Each title must be exactly the same as those listed on Budget and other Program Application Forms</p> | <p>SUPERVISED BY (POSITION TITLE)</p> | <p>QUALIFICATIONS FOR THE POSITION (QUALIFICATIONS AS DESCRIBED IN JOB DESCRIPTION)</p> | <p>JOB DUTIES</p> |
|---|---|---|--------------------------|
| | | | |

* NOTE: EACH EMPLOYEE SHOULD HAVE ONLY ONE PROPOSER WIDE TITLE WITH VARIED JOB

SCHEDULE "A"

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 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: _____

Title: _____

Date: _____

UNIFORM 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

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS

(Consultant)

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

2. The Consultant 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.

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

3. All policies of the Consultant 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 Consultant.

SCHEDULE “C”

For Informational Purposes Only

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

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 Local Law No. 27-1997 we request that you answer the questions listed below.

The term persons of color 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 American; or (d) 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.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a.) at least 51% owned by one or more persons of color or women; (b.) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c.) 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.) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or 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.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?

_____ No
_____ Yes (as a business owned and controlled by persons of color)
_____ Yes (as a business owned and controlled by women)

2. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply: _____

3. Are you certified with the State of New York as a minority business enterprise (“MBE”) or a women business enterprise (“WBE”)?

- _____ No
- _____ Yes (as a MBE)
- _____ Yes (as a WBE)

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: _____

5. Are you certified with the Federal Government as a small disadvantaged business concern?

- _____ No
- _____ Yes

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing MBE/WBE Questionnaire: _____

Signature: _____

Notary Public

Date: _____

SCHEDULE "D"

**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 work force, 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:

Name of Contractor _____

By: (Authorized Representative) _____

Title: _____ Date: _____

SCHEDULE "E"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY
(Prior to execution of a contract by the County, a potential County contractor must complete, sign and return this form to the County)

Contract Name and/or ID No.:

(To be filled in by County)

Name of Contractor:

(To be filled in by Contractor)

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with Westchester County also an officer or employee of the County, or the spouse, or the child or dependent of such County officer or employee?

Yes _____ No _____

If yes, please provide details: _____

B.) Related Owners:

1. If you are the owner of the Contractor, are you or your spouse, an officer or employee of the County?

Yes _____ No _____

If yes, please provide details: _____

To answer the following question, the following definition of the word "interest" shall be used:

Interest means a direct or indirect pecuniary or material benefit accruing to a county officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the county or otherwise. For the purpose of this chapter, a county officer or employee shall be deemed to have an "interest" in the contract of:

- i. **His/her spouse, children and dependents, except a contract of employment with the county;**

- ii. A firm, partnership or association of which such officer or employee is a member or employee;
- iii. A corporation of which such officer or employee is an officer, director or employee; and
- iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the County have an interest in the Contractor or in any subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details: _____

Authorized Company Official shall sign below and type or print information below the signature line:

Name:

Title:

Date:

SCHEDULE "F"

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Consultant certifies that it, and its principals:

Are not presently disbarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded by any Federal department or Proposer;

Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Consultant is unable to certify to any of the statements in this paragraph, the Consultant shall attach an explanation to this certification.

Date: _____

Signature

Title

Organization

SCHEDULE “ G ”

**Certification Regarding
Drug-Free Workplace Requirements
Grantees Other Than Individuals**

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 701, et seq. *See* 48 C.F.R. Subpart 23.5.

The grantee certifies that it will provide a drug-free workplace by:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

Establishing a drug-free awareness program to inform employees about:

The dangers of drug abuse in the workplace;
The grantee’s policy of maintaining a drug-free workplace;
Any available drug counseling, rehabilitation, and employee assistance programs; and,

The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

Abide by the terms of the statement; and,

Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

Notifying the Proposer within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

Taking appropriate personnel action against such an employee, up to and including termination; or

Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate Proposer;

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Organization

Authorized Signature

Title

Date

SCHEDULE “ H ”

Certification Regarding Lobbying
Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Proposer, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Proposer, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization

Authorized Signature Title Date

NOTE: If Disclosure Forms are required, please contact: Mr. Will Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.

SCHEDULE " I "
HIPAA Business Associate
Terms

Pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, Public Law 104-191, as codified at 42 U.S.C. § 1320d, including all pertinent regulations set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (hereinafter the "HIPAA Privacy Rule") issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 (the "HITECH Act"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), 42 U.S.C. §§ 17921, 17931-17932 and 17934 (Dec. 28, 2000), the **COUNTY OF WESTCHESTER** ("Covered Entity") and _____ with an office at _____ ("Business Associate") (jointly "the Parties") agree that the following terms address the requirements of the HIPAA Privacy Rule and the HITECH Act with respect to "business associates," as that term is defined in the HIPAA Privacy Rule.

Specifically, the following terms are intended to ensure that the Business Associate will establish and implement appropriate safeguards (including certain administrative requirements) for "Protected Health Information" the Business Associate may create, receive, use, or disclose in connection with certain functions, activities, or services (collectively "services") to be provided by Business Associate to Covered Entity pursuant to this Agreement.

I. Definitions

"Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

"Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

"Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

"Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including those at 45 CFR Parts 160 and 164, as amended by the HITECH Act and as otherwise may be amended from time to time.

II. Obligations and Activities of the Business Associate:

(a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Schedule or as required by law.

(b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Schedule and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Covered Entity pursuant to this Agreement.

(c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Schedule.

(d) The Business Associate shall be directly responsible for full compliance with the relevant requirements of both the HIPAA Privacy Rule and Security Rule.

(e) The Business Associate shall implement and maintain reasonable and appropriate safeguards as are necessary to prevent the use, disclosure or availability of Protected Health Information or electronic Protected Health Information that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity, other than as permitted by this Agreement, including, but not limited to, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Health Information in accordance with 45 C.F.R. §§ 164.308, 164.310 and 164.312. Business Associate shall comply with the policies and procedures and documentations requirements of the HIPAA Security Rule, including but not limited to, 45 C.F.R. § 164.316 and the HITECH Act, 42 U.S.C. § 17931.

(f) The Business Associate's Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. This provision shall not, however, be deemed to provide Business Associate with a right to assign or subcontract its responsibilities, except as specifically provided in the Agreement. In the event Business Associate creates, maintains, receives or transmits electronic Protected Health Information on behalf of Covered Entity, Business Associate shall implement the safeguards required by Section 4.b. above with respect to electronic Protected Health Information.

(g) Duties of Business Associate Involving Breach or Unauthorized Access, Use or Disclosure of Protected Health Information.

(i) A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to the Business Associate, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer or other agent of Business Associate (determined in accordance with the federal common law of agency).

(ii) The Business Associate shall notify the Covered Entity within five (5) business days after discovery of any access, use or disclosure of Protected Health Information not permitted by this Agreement, any security incident involving electronic Protected Health Information and any Breach of UnNon-Secured Protected Health Information of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take any prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

(iii) The Business Associate shall provide the following information to Covered Entity within ten (10) business days of discovery of a Breach except when, despite all

reasonable efforts of Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances, Business Associate shall provide to Covered Entity the following information as soon as possible and without unreasonable delay, but in no event later than forty-five (45) calendar days from the date of discovery of a Breach:

- (A) the date of the breach;
- (B) the date of the discovery of the breach;
- (C) a general description of events leading up to and surrounding the breach;
- (D) a description of the types of unNon-Secured PHI that were involved;
- (E) a listing of the identification of each individual and/or class of individuals whose unNon-Secured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed; and
- (F) any other details necessary to complete an assessment of the risk of harm to the individual.

(h) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

(i) The Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a Designated Record Set.

(j) The Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity, if the Business Associate has protected health information in a Designated Record Set.

(k) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity available to the Covered Entity, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

(l) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(m) The Business Associate agrees to provide to the Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with this Agreement, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

Except as otherwise limited in this Schedule, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Specific Use and Disclosure Provisions:

- (i) Except as otherwise limited in this Schedule, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (ii) Except as otherwise limited in this Schedule, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (iii) Except as otherwise limited in this Schedule, the Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (iv) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR 164.502(j)(1).

IV. Prohibited Uses and Disclosures by Business Associate.

(a) Business Associate shall not use or disclose Protected Health Information for marketing purposes or any other purpose not permitted by this Agreement or the Privacy Rule or HITECH Act.

(b) Business Associate shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the individual patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates as required by 42 U.S.C. § 17935(a).

(c) Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, as described in 42 U.S.C. § 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.

V. Obligations of Covered Entity

Provisions for the Covered Entity To Inform the Business Associate of Privacy Practices and Restrictions

(a) The Covered Entity shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.

(b) The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

(c) The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

VI. Permissible Requests by Covered Entity

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except if the Business Associate will use or disclose protected health information for, and the Agreement includes provisions for, data aggregation or management and administrative activities of Business Associate.

VII. Breach of Provisions

(a) Upon the Covered Entity's knowledge of a material breach by Business Associate of the terms of this Schedule, Covered Entity shall

- (i) provide an opportunity for the Business Associate to cure the breach or end the violation. Covered Entity shall terminate the Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Entity;
- (ii) immediately terminate the Agreement if the Business Associate has breached a material term of this Schedule and cure is not possible; or
- (iii) If neither termination nor cure are feasible, the Covered Entity shall report the violation to the Secretary.

(b) Effect of Termination.

- (i) Except as provided in paragraph (b)(ii) below, upon termination of the Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
- (ii) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Schedule to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VIII. Miscellaneous

(a) Regulatory References. A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

(c) Survival. The respective rights and obligations of the Business Associate under Sections II, III, and IV of this Schedule shall survive the termination of the Agreement.

(d) Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits the Covered Entity to comply with the HIPAA Privacy Rule.

(e) If anything in this Schedule conflicts with a provision of any other agreement on this matter, this Schedule is controlling.

R\HIPAA\HIPAA Business Associate Addendum Rev 092910

ATTACHMENT A

HELPFUL LINK TO NYS OCFS NON-SECURE DETENTION FORMS

On the following website are mandated forms by NYS OCFS for Detention services.

<http://www.ocfs.state.ny.us/main/forms/juvenile/>

OTHER USEFUL WEB SITES

http://ocfs.ny.gov/main/jj_reform/

Governor Cuomo's 2017-2018 state budget included provisions specifically designed to discourage the unnecessary or inappropriate use of juvenile detention and expand funding for effective alternative to detention programming and services. Accordingly, OCFS has made comprehensive, statewide detention reform a priority. This website is designed as a resource for use by key stakeholders and their partners in localities across the state as they continue their efforts to advance detention reform.

http://www.scaany.org/resources/documents/cpaenews_issue21_chartinganewcourse.pdf

Charting a New Course: A Blueprint for Transforming Juvenile Justice in New York State December 2009, A Report of Governor David Paterson's Task Force on Transforming Juvenile Justice

- <http://www.aecf.org/MajorInitiatives/JuvenileDetentionAlternativesInitiative.aspx>
To demonstrate that jurisdictions can establish more effective and efficient systems to accomplish the purposes of juvenile detention, the Annie E. Casey Foundation established the Juvenile Detention Alternatives Initiative (JDAI) in 1992. The objectives of JDAI are to reduce the number of children unnecessarily or inappropriately detained; to minimize the number of youth who fail to appear in court or reoffend pending adjudication; to redirect public funds toward successful reform strategies; and to improve conditions of confinement.
- http://www.ojjdp.gov/compliance/dmc_ta_manual.pdf
Disproportionate Minority Contact Technical Assistance Manual, July 2009, *Fourth Edition*: This version contains all lessons learned in the field of DMC in the preceding 10 years, and stresses the importance of ongoing DMC efforts to include ongoing evaluation of DMC strategies and monitoring of DMC trends. Office of Juvenile Justice and Delinquency Prevention (OJJDP), Community Research Associates (CRA) update of the DMC Technical Assistance Manual which was published in 1990.

ATTACHMENT C

Educational Services

[NYS EDUCATION Part 116.pdf](#)

ATTACHMENT D

Food Services

1. Service Specifications – Menu will include three well-balanced meals per day. See Sample Menu. Minimum selection in each Menu category shall be required items and one each of the alternatives. Bread and butter shall be available on a reasonable basis at every meal. Two daily snacks shall be provided; one mid-afternoon and one each evening, one of which may be fresh fruit.
2. Quality Specifications
 - a. Meats: shall be U.S. graded choice, no substitution. Hamburger-maximum 20% fat content to be checked periodically.
 - b. Poultry: Shall be U.S. grade 1
 - c. Vegetables: shall be frozen, fresh or canned. Grades: canned vegetables: extra standard or better fancy.
 - d. Fruits: May be fresh, frozen or canned.
Grades: canned fruits shall be choice or better.
Fresh: Fruit shall be U.S. 1
 - e. Fruit juice: shall be 100% concentrated or fresh squeezed.
 - f. Milk: Shall be ½ pt. Cartons, 2% butter fat. Skim milk must be labeled “Skim Milk”. Milk Chocolate – shall be labeled “Chocolate Milk” – Not chocolate “Drinks”.
 - g. Eggs: shall be pasteurized.
3. Quantity Specifications
 - a. Portion Controls
 - i. Cutlets & Chops: 4 portions per pound (cooked weight)
 - ii. Meats, Roasts, etc. 5 ozs. per serving (cooked weight)
 - iii. Salad & Sandwich Mixes, 4 ozs. per serving
 - iv. Fruit: 3-4 oz per serving
 - v. Vegetables: 3 oz per serving
 - vi. Fish: 5oz. per serving (cooked weight)
 - vii. Bread: 2 slices per serving (unlimited seconds)
 - viii. Butter: 2 oz per serving (unlimited seconds)
 - ix. Soda: 12 oz.
 - x. Desserts: 4 oz per serving
 - xi. Juice: 6 oz per serving
 - xii. Cereal: Hot = 8 oz per serving; Cold = 12 oz (1 1/2 cup) per serving.
 - b. Seconds Policy. All residents will be allowed a second portion (up to 33% of portion size) on servings of entrée, vegetable and dessert items, contingent on finishing entire first meal. Milk shall be available on an unlimited basis. Bread and butter/margarine shall be available on a reasonable basis at every meal.
4. Special Features

- a. In lieu of dining room meals, food services will provide a bagged well-balanced luncheon meal for residents going to court. The cost of this service is to be included in the food costs.

MENU – QUALITY AND QUANTITY

I. Service Specifications – Menu

- a. Breakfast: Chilled Juice
Cold Cereal: Choice of at least two
Fresh Fruits
Entrees: From Hot Cakes, Eggs, French Toast
Variety of Toasted Breads, Sweet Rolls, doughnuts, etc.
Beverages: Coffee, Tea, Milk, or Hot Chocolate
Meat: 3 times a week for breakfast

- b. Lunch: 1 Soup
1 Entrée
2 Vegetables or 1 vegetable and salad
1 Fruit or dessert
Bread or rolls plus butter/margarine
Seasonal beverage: Milk, Coffee, Tea, Iced Tea, Hot/Cold
Chocolate Milk, Skim Milk and Punch

- c. Dinner: 1 Salad
1 Entrée
2 Vegetables
1 Fruit or dessert
Bread or rolls plus butter/margarine
Seasonal beverage: Milk, Coffee, Tea, Iced Tea, Hot/Cold
Chocolate, Milk, Skim Milk and Punch

- d. Snacks: Two Snacks daily: one mid-afternoon and one evening
(one of which may be fresh fruit)
peanut butter/crackers
cheese/crackers
granola bars, etc.
cookies and juice and/or milk