

**INVITATION TO SUBMIT PROPOSALS  
FOR THE PROVISION OF**

**FAMILY ABUSE COURT SERVICES THAT INCLUDE  
EDUCATION, ORIENTATION, SAFETY PLANNING AND  
ADVOCACY SERVICES TO WOMEN AND MEN SEEKING  
ORDERS OF PROTECTION IN THE FAMILY COURT LEGAL  
CENTERS LOCATED IN WHITE PLAINS AND YONKERS**

**WESTCHESTER COUNTY OFFICE FOR WOMEN**

**112 EAST POST ROAD, ROOM 110B  
WHITE PLAINS, NEW YORK 10601**

**PROPOSAL DUE DATE: October 31, 2008 4:00 pm.**

**Interested parties may obtain the complete RFP from the Westchester County website for Requests for Proposals at [www.westchestergov.com/rfp](http://www.westchestergov.com/rfp).**

**Office for Women contact:**

**Camille Failla Murphy, Director  
Westchester County Office for Women  
112 East Post Road, Room 110B  
White Plains, NY 10601  
(914) 995-5972 / e-mail: [cfm2@westchestergov.com](mailto:cfm2@westchestergov.com)**

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

**Please send four (4) original copies of your proposal to:**

**Camille Failla Murphy, Director  
Westchester County Office for Women  
112 East Post Road, Room 110B  
White Plains, NY 10601**

**no later than 4:00 pm on October 31, 2008**

## REQUEST FOR PROPOSALS

### WESTCHESTER COUNTY OFFICE FOR WOMEN

#### **I. INTRODUCTION**

The Westchester County Office for Women (Department) invites proposals from qualified agencies (“Agencies”) to provide family abuse court services that include education, orientation, safety planning and advocacy services to women and men seeking Orders of Protection in the Family Court Legal Centers located in White Plains and Yonkers. Proposals are due no later than October 31, 2008 at 4 pm at the Westchester County Office for Women, 112 East Post Road, Room 110B White Plains, NY 10601. 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 specified herein and be time stamped prior to the deadline.

#### **II. BACKGROUND**

Based on data from the New York State Unified Court System Domestic Violence Registry, in 2007 there were a total of 2115 Orders of Protection issued in the Westchester County Family Court. Requesting each order was a person dealing with a domestic dispute who had to negotiate a complex court system before they could secure a sense of safety with legal protection. The court system is foreign to most people. When they go for an order of protection they are often confused about where to go, unfamiliar with legal terms, unaware of their options, and overwhelmed by questions they’re asked and documentation they must provide. In 2007, the current Family Abuse Court Services program assisted nearly 1500 people, an average of about 6 a day.

Negotiating the court system is especially challenging for women, who made up more than *three quarters* of the victims accessing the Family Abuse Court Services program in 2007. They are often suffering from physical and/or emotional injury, have fled their home for safety or live in fear of more abuse, don’t have access to money, are responsible for children and may be juggling employment with family responsibilities.

Compounding the confusion of navigating the court system is the newly passed legislation (Family Court Act S8665) affecting family law that expands the definition of “members of the same family or household.” While offering expanded opportunities for protection, this new legislation is creating confusion for police, victims and court personnel as to whether a person can, or should, seek relief in Family Court, Criminal Court, or both.

A direct, efficient and effective process of obtaining an order of protection can increase a victim’s safety and save both the victim and court staff time and money. A victim who understands the court process, knows his/her options and can make thoughtful, informed decisions will travel through the court faster and obtain the order of protection faster. An educated victim will reduce the court personnel’s time needed to explain a process or correct missteps, resulting in the victim moving toward his/her goal faster.

### **III. SCOPE OF WORK AND ELIGIBILITY**

Scope of Work: The selected proposer will provide women and men seeking an order of protection in the Family Court Legal Centers located in the Westchester County Family Court in White Plains and Yonkers. Services will include education, orientation, safety planning and guidance on using the court system, and general information, assistance, and advocacy regarding domestic violence and orders of protection as more particularly described in **SCHEDULE “A”**, attached hereto and made a part hereof.

Eligibility: Eligibility is restricted to proposers who can meet the following Standard Assurances:

1. The proposer has general knowledge of the Westchester County court system and current family law.
2. The proposer is well-versed in the process of obtaining an order of protection and the benefits and limitations of orders of protection.
3. The proposer has knowledge and a working relationship with the Department of Probation, the Office of Child Support, court personnel and agencies that are part of the Family Court Legal program.
4. The proposer has knowledge of how domestic violence affects individuals, families and communities.
5. The proposer has general knowledge of a police response to domestic violence.
6. The proposer has general knowledge of obtaining a divorce, child support and custody.
7. The proposer has knowledge of domestic violence history and current approaches to assist and support victims.
8. The proposer has knowledge of current local domestic violence services, and related programs to assist victims and families such as counseling, obtaining social services, housing, medical care, substance abuse programs, financial and legal assistance.
9. The proposer has knowledge of local legal service providers and process servers.
10. The proposer has experience counseling individuals and families who are in domestic abuse situations.
11. The proposer has experience in crisis management.
12. The proposer can provide paid staff to co-locate to the White Plains and Yonkers Family Courts.
13. The proposer has a system for recruiting, assessing, training and evaluating volunteers to assist in staffing the program.
14. The proposer has paid staff to supervise, monitor and evaluate the paid and volunteer staff in the position at the White Plains and Yonkers Family Courts.
15. The proposer will provide at least one paid or volunteer staff to cover each of the White Plains and Yonkers Family Courts Monday – Friday between 9 am and 5 pm.
16. There is a system in place to follow up with clients and handle formal client grievances.
17. The proposer has, or has easy access to, all communication technology necessary to perform the substantive work of the program.
18. The proposer has a system in place for referral to other agencies or programs if confronted with additional or emergency needs of the client.
19. The proposer has a system in place to protect client confidentiality.
20. The proposer has a system in place to provide accurate monthly and annual reports of program outcomes.
21. The proposer has a system to keep client records up-to-date, readable and comprehensive.

**IV. FEES**

Funding for the program offered in this RFP is expected to be provided to the successful proposer in an amount not to exceed \$55,363, and is expected to be expended by December 31, 2009. The Office for Women may terminate any contract resulting from this RFP based on the unavailability of funding or for any other reason that may prevent payment on such contracts. The Office for Women may award some or none of this funding at its sole and complete discretion.

**V. PROPOSAL EVALUATION**

The County will evaluate proposers based on the number of clients the proposer will be able to screen, assess for needs, direct to the appropriate service, and assist. Accordingly, proposers are requested to provide an estimate of the number of clients and the range of services they will be capable of providing on **SCHEDULE "B"**, attached hereto and made a part hereof.

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

**Proposal Evaluation Criteria:**

- 1) Years of experience providing social services related to domestic violence
- 2) Years of experience working with victims in need of social and legal services, especially in the area of domestic violence, obtaining orders of protection, and safety planning
- 3) Years of experience working with the Department of Probation, the Office of Child Support, court personnel and agencies that are part of the Family Court Legal program.
- 4) Extent of network of social service providers, especially in areas of domestic violence and abuse; membership in councils and task forces
- 5) Number of staff with knowledge of local family and criminal court systems
- 6) Number of staff with counseling background and extent of their education and experience
- 7) Extent of access to providers of legal services for staff consultation/training
- 8) Experience working with volunteer staff
- 9) Number of staff who speak Spanish
- 10) Number of support service staff

Proposers are requested to respond to the above as set forth in **SCHEDULE "C"**.

**VI. TERM**

The term of any ensuing agreement will commence on or about January 1, 2009 and expire December 31, 2009.

## VII. LEGAL UNDERSTANDINGS

**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.

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

- To reject any or all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;

- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- While this is a Request For Proposals and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

### **VIII. PROPOSAL REQUIREMENTS**

- Proposals should include: Proposer's name, address, contact person, title, e-mail address and phone number.
- Proposals must include in narrative responses in **SCHEDULE “B”** the following: organizational capability to provide required services, description of where and how the service will be delivered, number of clients expected serve, an organizational chart and budget
- Proposals must respond to evaluation criteria in **SCHEDULE “C”**.
- Proposals must include an Agency Profile in **SCHEDULE “H”**.
- Proposals must respond to questions in **SCHEDULE “K”**.
- Requests for clarification of this RFP MUST be written and submitted to Camille Failla Murphy, Director, Westchester County Office for Women, 112 East Post Road, Room 110B, White Plains, New York 10601 no later than 4 pm on Friday, October 17, 2008. Formal written responses will be distributed by the County on or before Friday, October 24, 2008. **NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY WRITTEN REQUEST FOR CLARIFICATION.**
- Proposers MUST sign and notarize the Proposal Certification attached hereto as **SCHEDULE “J”**. Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

### **IX. CONTRACT**

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

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

#### **X. INDEMNIFICATION AND INSURANCE**

The proposer accepts and agrees that language in substantially the following form will be included in any ensuing 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 "E"**.

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

#### **XI. NON-COLLUSION**

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

## **XII. 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.

## **XIII. CONTENTS OF PROPOSAL**

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

### **“NOTICE**

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

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

and

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

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

**XIV. 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 that 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 “F”**.

**XV. 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 “G”**. Therefore, the County asks Proposers to complete the certification attached hereto as **SCHEDULE “G”**.

**XVI. REFERENCES**

The Agency shall provide a profile on **SCHEDULE “H”** which, at a minimum includes the following items:

- a. Agency Name
- b. Address
- c. Year Agency was founded
- d. Total Number of Employees in Agency

**XVII. DISCLOSURE FORM**

To avoid conflicts of interest and the appearance of impropriety, the successful proposer shall be required to complete the Disclosure Form attached hereto as **SCHEDULE “I”**.

**XVIII. INTELLECTUAL PROPERTY RIGHTS**

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

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

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

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

**XIX. PROPOSER CERTIFICATION**

Proposers agree to sign and notarize the Proper Certification attached hereto and made a part hereof as **SCHEDULE "J"**. Unsigned proposals WILL be rejected.

**XX. CRIMINAL BACKGROUND DISCLOSURE**

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

Proposers that are awarded a contract shall be required to submit a Certification Form and any additional applicable criminal disclosure forms as attached hereto as **SCHEDULE "K,"** along with the executed contract. Notwithstanding the above, a Bidder/Proposer may qualify for an exemption from Executive Order 1-2008 if: (i) the County has already conducted a background check and issued a security clearance that is in full force and effect for those persons; or (ii) if another state or federal agency having appropriate jurisdiction has conducted a security and/or

background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of the agreement that is sought by this RFP and the same is in full force and effect.

## **XXI. VENDOR DIRECT PROGRAM**

The County has initiated an electronic funds transfer program known as Vendor Direct in lieu of issuing checks for goods and services. Under this program, all payments earned by the successful bidder under this contract will be sent by electronic funds transfer (EFT) via Automated Clearing House (ACH) and automatically credited to your designated bank **account** at your financial institution. The Vendor Direct program is an efficient and cost effective mechanism for making/receiving payments and for increasing payment security. In addition, funds are credited and immediately available to the recipient on the effective payment date without the need for making a manual deposit at the bank.

Under the Vendor Direct program the successful proposer will receive an e-mail notification two days prior to the day the payment will be credited to your account. The e-mail notification will come in the form of a remittance advice with the same information that would appear on a traditional check stub, and will contain the date that the funds will be credited to your account.

All payments made by the County to the successful proposer will be made by electronic funds transfer pursuant to the Vendor Direct program. The successful proposer will be required to complete a Vendor Direct Payment Authorization Form.

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**SCHEDULE “A”**

**SCOPE OF SERVICES**

**RFP FOR GRANT FOR FAMILY ABUSE COURT SERVICES**

**AMOUNT: \$55,363**

**TARGET GROUP: Women and men seeking Orders of Protection from the White Plains or Yonkers Family Court in Westchester County.**

**ACCESS TO SERVICES: On-site at the White Plains and Yonkers Family Courts with or without referral from social service agencies, court assistance programs, or self-referral.**

**SERVICES:**

**Scope of Work:** The selected proposer will implement a Family Abuse Court Services program to provide at least one trained staff member to be co-located at the White Plains Family Court and one to be co-located at the Yonkers Family Court Monday through Friday from 9 am to 5 pm. The staff person will meet individuals dealing with domestic violence upon their entry to family court, assess their needs and provide assistance as needed. Assistance to victims may include: direct them to the right court personnel, educate them on programs and options available, assist with filling out documents, provide support and advocacy as they obtain an order of protection, and start safety planning. Proposer may use a combination of trained paid and volunteer staff to provide services at the family courts. Proposer must have a system to serve Spanish-speaking victims. Services to victims will include as needed: assessing needs; educating victims on court process and basic legal terms; providing referrals for obtaining information on domestic violence shelters, counseling and support for self and children; information on divorce, custody and child support; resources for legal, financial, medical, substance abuse and housing information; help preparing a safety plan for victim and children; provide emotional support; and accompany client to court as an advocate.

**JUSTIFICATION:**

A direct, efficient and effective process of obtaining an order of protection can increase a victim’s safety and save both the victim and court staff time and money. A victim who understands the court process, knows his/her options and can make thoughtful, informed decisions will travel through the court faster and obtain the order of protection faster. An educated victim will reduce the court personnel’s time needed to explain a process or correct missteps, resulting in the victim moving toward his/her goal faster.

## **SCHEDULE “B” – Narrative Response and Budget**

Proposer’s Name: \_\_\_\_\_

Please use the following outline to organize your responses to this RFP. Please restate each request for each corresponding response. Be concise and use bullets when appropriate; do not exceed three pages (excluding the attachments of your organizational chart and budget.)

1. Please describe the steps you would take to establish and staff a Family Abuse Court Services program at the White Plains and Yonkers Family Courts. Include who would be involved, funding sources, staff recruitment and plan for daily coverage, and a plan for program sustainability.
2. List the range of services that your organization proposes to provide.
3. Indicate the number of clients your Agency proposes to serve during the term of the Agreement
4. Attach an organizational chart including the proposed Court Abuse program position.
5. Attach a budget for the program year including:
  - a. Staff Services (position/title)
  - b. Fringe Benefits
  - c. Equipment
  - d. Travel
  - e. Operating Expenses - rent, supplies, phone, Internet, postage, printing, etc.
  - f. Other Expenses – training, meetings, etc.

## **SCHEDULE “C”**

**Please respond to the following.**

- 1) Years of experience providing social services related to domestic violence.
- 2) Years of experience working with victims in need of social and legal services, especially in the area of domestic violence, obtaining orders of protection, and safety planning.
- 3) Years of experience working with the Department of Probation, Office of Child Support Enforcement and court personnel.
- 4) Extent of network of social service providers, especially in areas of domestic violence and abuse; membership in councils and task forces.
- 5) Number of staff with knowledge of local family and criminal court systems.
- 6) Number of staff with counseling background and extent of their education and experience.
- 7) Extent of access to providers of legal services for staff consultation/training.
- 8) Experience working with volunteer staff.
- 9) Number of staff who speak Spanish.
- 10) Number of support service staff.

**SCHEDULE "D"**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 2008 by and between

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereafter the "County")

and

\_\_\_\_\_, having an office and principal place of business at \_\_\_\_\_

(hereinafter the "Agency")

**WHEREAS**, the County, acting by and through its Office for Women (the "Office") desires to enter into an Agreement for the provision of services such as education, orientation, safety planning and advocacy to women and men seeking orders of protection in the Family Court Legal Centers located in the White Plains and Yonkers Family Courts in Westchester; and

**WHEREAS**, the Agency is willing to provide the aforesaid services for the compensation and on the terms herein provided.

**NOW THEREFORE**, in consideration of the terms and conditions herein contained, the parties agree as follows:

**FIRST**: The Agency shall provide services such as education, orientation, safety planning and advocacy to women and men seeking orders of protection in the Family Court Legal Centers located in the White Plains and Yonkers Family Courts in Westchester County as set forth in Schedule "A," which is attached hereto and made a part hereof. The Agency will

accept referrals from social service agencies, court assistance programs, and self-referrals, in accordance with Schedule "A" (Scope of Work). The Work shall be carried out by the Agency in accordance with current industry standards and trade practices.

The Agency shall provide these services in accordance with the standards established by the County, the New York State Department of Social Services ("NYSDSS") and shall comply, at its own cost and expense, with all applicable federal, state and local laws, rules, and regulations. The Agency warrants that it meets all applicable federal and state standards relating to the services provided for hereunder.

**SECOND:** The term of this Agreement shall commence on January 1, 2009 and shall terminate on December 31, 2009, unless terminated earlier pursuant to the provisions of this Agreement.

The Agency shall report to the County on its progress toward completing the Work, as the Director of the Westchester County Office for Women (the "Director") may request, and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

**THIRD:** For the Work to be performed pursuant to Paragraph "FIRST," the Agency shall be paid an amount not to exceed FIFTY-FIVE THOUSAND THREE HUNDRED AND SIXTY-THREE DOLLARS (\$55,363.00) payable quarterly via electronic funds transfer upon receipt of properly executed payment vouchers. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Agency for out-of-pocket expenses or disbursements made in connection with the Work to be performed hereunder.

Any and all requests for payment to be made, including any request for partial payment if such is permitted hereunder, shall be submitted by the Agency on properly executed payment vouchers of the County and shall be submitted not later 30 days following the end of the quarter in which the work was performed by Agency and paid only after approval by the Director of the Office for Women ("Director"), which approval shall not be unreasonably withheld. In no event shall final payment be made to the Agency prior to completion of all professional services, the submission of reports, if any, and the approval of same by the Director.

**FOURTH:** The Agency agrees to submit to the County within six months of the expiration each fiscal year, an audited financial statement and report of internal control, at the Agency's sole cost and expense, for the preceding year prepared and signed by a Certified Public Accountant. The auditor shall comment that the funds provided by the County were spent in compliance with the Agreement. The financial statement shall include, but not be limited to, a summary of gross income and operating expenses attributable to the provision of services hereunder. Said summary shall be organized in conformance with the budget lines set forth in any applicable Schedule. If the audited financial statement supplied by the Agency is not satisfactory in the reasonable opinion of the County Commissioner of Finance (or his designee), it shall be deemed a breach of contract by the Agency and in addition to any other remedies that the County may have, the Agency shall not be eligible for any new contracts with the County for a period of up to five (5) years. The Agency shall establish and maintain separate accounting procedures for the funds provided hereunder which shall present an accurate record of the disbursement and use of the funds provided hereunder. Such accounting procedures shall conform with Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

The Agency shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Agency exceed the not-to-exceed amount set forth above.

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Agency as are reasonably pertinent to this Agreement to substantiate the basis for payment, regardless of whether the Agency has submitted its own audit hereunder. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Agency to cooperate with an 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 (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit received from the Agency or an

audit done by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Agency shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

The Agency further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Agency under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this Agreement. Unless the County shall, in writing, advise the Agency to the contrary, the Agency shall retain all financial records related to this Agreement for a period of six years after the expiration or termination of this Agreement.

In addition to any other remedies it may have, the County shall have the right to deduct from future contract payments under any contracts the County may have with the Agency any funds the County may determine are owned to the County under this Agreement.

**FIFTH:** The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such

adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

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

**SIXTH:** (a) The County, upon ten (10) days notice to the Agency, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Agency shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Agency shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director, and the Agency shall direct any approved proposers to do the same.

In the event of a dispute as to the value of the Work rendered by the Agency prior to the date of termination, it is understood and agreed that the Director shall determine the value of such Work rendered by the Agency. The Agency shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Consultant of any of the terms of the Agreement and such breach remains uncured for forty-eight

(48) hours after service on the Agency 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 Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Agency. Without limiting the foregoing, upon written notice to the Agency, repeated breaches by the Agency of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

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

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Agency 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, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Agency or third parties under the direction or control of the Agency; 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.

**EIGHTH:** The Agency represents and warrants that all prices quoted herein for the work to be performed hereunder have been arrived at by the Agency independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services.

**NINTH:** The Agency expressly agrees that neither it nor any contractor, proposer, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national

origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Agency acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

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

**ELEVENTH:** Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule “F” is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Agency agrees to complete the questionnaire attached hereto as Schedule “F”, as part of this Agreement.

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

Notwithstanding the foregoing, all deliverables created under this Agreement by the Contractor are to be considered “works made for hire.” If any of the deliverables do not

qualify as “works made for hire,” the Contractor hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Contractor agrees to assist the County, if required, in perfecting these rights. The Contractor shall provide the County with at least one copy of each deliverable.

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

The Agency further agrees that all information contained in its files relative to this Agreement shall be held confidential by the Agency pursuant to any applicable federal, state or local laws and any regulations promulgated thereunder, including without limitation the applicable provisions of the Social Services law and any regulations promulgated thereunder. The Agency shall observe and require the observance of all applicable federal, state and local requirements relating to confidentiality of records and information.

The terms of this Paragraph TWELFTH shall survive the termination of this Agreement.

**THIRTEENTH:** The Agency shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Agency shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that proposers are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Consultant that for the purposes of this Agreement, all Work performed by a County-approved proposer shall be deemed Work performed by the Agency and

the Agency shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

**FOURTEENTH:** The Agency and the County agree that the Agency and its officers, employees, agents, contractors, proposers and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Agency covenants and agrees that neither the Agency nor any of its officers, employees, agents, contractors, proposers and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

**FIFTEENTH:** Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

**SIXTEENTH:** All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:

Director  
Office for Women  
112 East Post Road  
White Plains, New York 10601

with a copy to:

County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To the Agency:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SEVENTEENTH:** This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

**EIGHTEENTH:** In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

**NINETEENTH:** Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

**TWENTIETH:** The Agency recognizes that this Agreement does not grant it the exclusive right to perform the Work for the County and that the County may enter into similar agreements with other agencies on an “as needed” basis.

**TWENTY-FIRST:** The Agency expressly agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Agency further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it. The Agency shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Agency shall also use all reasonable means to avoid any appearance of impropriety.

The Agency represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Agency to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Agency) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

**TWENTY-SECOND:** To avoid conflicts of interest and the appearance of impropriety, the Agency agrees to complete the Disclosure Form attached hereto as Schedule "I".

**TWENTY-THIRD:** The Agency hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

**TWENTY-FOURTH:** This Agreement shall be executed in triplicate and may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

**TWENTY-FIFTH:** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

**TWENTY-SIXTH:** The Contractor agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as Schedule “J” through “J-5” which is hereby incorporated by reference.

**TWENTY-SEVENTH:** This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

**IN WITNESS WHEREOF,** The County of Westchester and the Consultant have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Name:  
Title:

**THE AGENCY**

By: \_\_\_\_\_  
Name:  
Title:

## SCHEDULE "E"

### STANDARD INSURANCE PROVISIONS

#### (Agency)

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

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

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

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

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

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

State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

(Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes

form WC/DB-100 or, if applicable, form WC/DB-101. PLEASE NOTE THESE FORMS REPLACE FORM C-105.21. THE APPROPRIATE REPLACEMENT FORM MUST BE NOTARIZED PRIOR TO BEING SUBMITTED TO THE WORKERS' COMPENSATION BOARD, INFORMATION UNIT FOR INVESTIGATION AND REPORT).

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

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

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.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) Agency's Professional Liability. The Agency shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

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

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

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

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

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

**SCHEDULE "F"**

**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: \_\_\_\_\_

## SCHEDULE "G"

### 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 "H"**

**AGENCY PROFILE**

- a.** Name of agency
- b.** Address
- c.** Year agency established
- d.** Total number of employees

**SCHEDULE "T"**

**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 proposer 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 ‘J’**

**PROPOSER CERTIFICATION**

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

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

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

\_\_\_\_\_  
Proposer Name

By: \_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**SOLE CORPORATE OFFICER ACKNOWLEDGMENT**

STATE OF NEW YORK            )  
  ss.:  
COUNTY OF                            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or  
(Name of Sole Officer)  
proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as President and sole officer and director of \_\_\_\_\_,  
(Name of Corporation)  
the corporation described in and which executed the within instrument, and acknowledged that he/she owns all the issued and outstanding capital stock of said corporation, and that by he/she signed the within instrument on behalf of said corporation.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY**  
**(CORPORATION)**

I, \_\_\_\_\_,  
(Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of  
(Title)  
the \_\_\_\_\_  
(Name of Corporation)

a corporation duly organized and in good standing under the \_\_\_\_\_  
(Law under which organized, e.g., the New York Business Corporation Law) named in the  
foregoing agreement; that \_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the \_\_\_\_\_  
(Name of Corporation)

was, at the time of execution \_\_\_\_\_  
(Title of such person)

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

\_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
Notary Public  
Date



**CERTIFICATE OF AUTHORITY**  
**(PARTNERSHIP)**

I, \_\_\_\_\_,  
*(Partner other than Partner signing contract)*

certify that I am a General Partner of \_\_\_\_\_,  
*(Name of Partnership)*

a partnership duly organized under \_\_\_\_\_,  
*(Law under which partnership is organized)*

and named in the foregoing Agreement; that \_\_\_\_\_,  
*(Partner Executing Agreement)*

who signed said Agreement on behalf of the Partnership was, at the time of execution, a General Partner of said Partnership; that said Agreement was duly signed for and in behalf of said Partnership and as the act and deed of said firm for the purposes therein mentioned.

\_\_\_\_\_  
*(Signature)*

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

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

\_\_\_\_\_  
Notary Public

Contract # \_\_\_\_\_  
Name of Consultant/Subconsultant \_\_\_\_\_

**SCHEDULE "K"**

**CONSULTANT**  
**CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS**

Pursuant to Executive Order 1-2008 and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County shall have the right to bar the following "Persons Subject to Disclosure" (Persons shall mean individuals or legal entities) from providing work or services to the County or from being on County property:

(a) Consultants, Contractors, Licensees, Lessees of County owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Sublessees or Sublicensees who are providing services to the County; and

(b) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

If any of the above mentioned Persons Subject to Disclosure has either one of the following:

(a) A conviction of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State);

(b) A pending criminal proceeding for a crime(s) as defined above; or

(c) A refusal to answer such questions.

Where the following criteria apply:

(a) If any of the Persons Subject to Disclosure providing work or services to the County in relation to a County Contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County Contract; and

(b) If any of the Persons Subject to Disclosure providing work or services to the County, in relation to a County Contract may, in the course of providing those services, have access to sensitive data (for example, Social Security Numbers and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors and the infirm).

Accordingly, the Consultant is required to review these Instructions and complete Schedule “K-1” as well as any other applicable criminal disclosure forms (i.e., “Schedules K-2” through “K-5,” together with “K-1,” collectively referred to as “Disclosure Forms”).

However, the following Persons Subject to Disclosure are **exempt** from Executive Order 1-2008: (i) those persons for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; or (ii) those persons for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of this Contract that is in full force and effect.

If a Person Subject to Disclosure is exempt from the disclosure described in Executive Order 1-2008 because of either “i” or “ii” above, then the Consultant shall notify the Procuring Officer<sup>1</sup> in the respective Department of its claim of exemption and it shall be the responsibility of the Procuring Officer to verify each exemption. If the Procuring Officer determines that the Consultant is exempt under sections “i” or “ii” above, the Procuring Officer shall confirm same with the Consultant and maintain a written record including all supporting details of the verification of and acknowledgement of said exemption.

If the Procuring Officer determines that the Consultant is not exempt under sections “i” or “ii” above, the Procuring Officer shall notify the Consultant in writing, and the appropriate Disclosure Forms shall be required.

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<sup>1</sup> “Procuring Officer” shall mean the head of the department or the individual(s) authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

It shall be the Consultant's duty to disclose and to inquire of each and every Person Subject to Disclosure, whether they have been convicted of a crime or whether they are currently subject to pending criminal charges. It shall be the duty of the Consultant to submit a completed Certification Form annexed hereto as Schedule "K-1," which certifies that the Consultant and every Person Subject to Disclosure has been asked whether they have been convicted of a crime or are currently subject to pending criminal charges.

Should the Consultant or any Person Subject to Disclosure (also referred to as "Person") affirmatively advise that they have been convicted of a crime said Person shall be identified in Schedule "K-2" and shall complete Schedule "K-3," entitled, "Criminal Background Disclosure Form For Persons Who Have Been Convicted of A Crime."

Should the Consultant or any Person Subject to Disclosure advise that they are subject to pending criminal charges, said Person shall be identified in Schedule "K-2" and shall complete the form annexed hereto as Schedule "K-4," entitled, "Criminal Background Disclosure Form For Persons Who Are Subject to Pending Criminal Charges."

Should the Consultant or any Person Subject to Disclosure refuse to answer whether they have been convicted of a crime or are currently subject to pending criminal charges, the name and title of said Person(s) shall be listed in Schedule "K-5."

It shall be the duty of the Consultant to submit to the Procuring Officer all of the attached applicable Disclosure Forms prior to the commencement of this Contract. It is the responsibility of each Consultant to assure that all of their proposed Subconsultants complete the criminal background and disclosure certification forms and submit the forms to the Procuring Officer before they will be approved to perform work on the contract.

Under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception to this obligation. If the Consultant needs to obtain translation services to fulfill this obligation, it shall be at the sole cost and expense of the Consultant.

The Consultant shall be required to make the same inquiry and forward updated Disclosure Forms to the Procuring Officer regarding additional Persons Subject to Disclosure in connection with this Contract during the term of this Contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED DISCLOSURE FORMS ARE FILED WITH THE PROCURING OFFICER.**

**THE CONSULTANT HAS A CONTINUING OBLIGATION TO MAINTAIN THE ACCURACY OF THE DISCLOSURE FORMS FOR THE DURATION OF THIS CONTRACT, INCLUDING ANY AMENDMENTS OR EXTENSIONS THERETO AND SHALL PROVIDE ANY UPDATES TO THE COUNTY AS NECESSARY TO COMPLY WITH THE DISCLOSURE REQUIRED BY EXECUTIVE ORDER 1-2008.**

Any failure by the Consultant to comply with the disclosure requirements of Executive Order 1–2008, absent proof of exemption deemed satisfactory by the County Procuring Officer, may be considered by the County a material breach by the Consultant and shall be grounds for immediate termination of this Agreement by the County.





**CONSULTANT CERTIFICATION**

I hereby certify that all of the information provided herein is true and accurate and that all additional required Disclosure Forms have been completed.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Consultant shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

**No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.**

It is further understood and agreed that the Consultant has a continuing obligation to maintain the accuracy of the Disclosure Forms for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

**\*\* ATTENTION\*\***

**IF YOU HAVE ANSWERED “NO” TO ALL OF THE  
QUESTIONS CONTAINED IN SCHEDULE “K-1,” PLEASE  
DISREGARD ALL OF THE FORMS LOCATED AFTER THIS  
PAGE.**

Contract # \_\_\_\_\_  
Name of Consultant/Subconsultant \_\_\_\_\_

**SCHEDULE “K-2”<sup>4</sup>**

**NAMES AND TITLES OF PERSONS SUBJECT TO DISCLOSURE  
THAT ANSWERED “YES” TO ANY QUESTION IN SCHEDULE “K-1”**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Note: If more names and titles must be added, please attach a separate page entitled, “Schedule K-2 Continued.”

**CONSULTANT CERTIFICATION**

I hereby certify that all of the information provided herein is true and accurate and that all additional required Disclosure Forms have been completed.

**No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.**

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Consultant shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that the Consultant has a continuing obligation to maintain the accuracy of the Disclosure Forms for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

\_\_\_\_\_  
Name:  
Title and Date:

Notary Public

<sup>4</sup> If this Certification Form is being completed by a Subconsultant, please consider all references to “Consultant” to mean “Subconsultant.”

Contract # \_\_\_\_\_  
Name of Consultant/Subconsultant \_\_\_\_\_

**SCHEDULE “K-3”**

**CRIMINAL BACKGROUND DISCLOSURE FORM FOR  
PERSONS WHO HAVE BEEN CONVICTED OF A CRIME**

The conviction of a crime will not automatically result in a denial of your right to work on a County contract, your right to be on County property or your license, but may, if the County determines that the prior conviction(s) create an unacceptable risk. However, if you fail to list any part of your conviction history, whether due, but not limited to any omission, intentional falsification or any failure to disclose for any reason, you may be prohibited from working or being on County property without any risk assessment. If it is later determined that you failed to disclose a criminal conviction for any reason, your right to work on a County contract, be on County property or your license may be terminated at any time.

I, \_\_\_\_\_, am \_\_\_\_\_  
(Name of Person Signing Below) (Title Relevant to Contract)

- 1) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
  
- 2) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
  
- 3) Please provide the date and place of each conviction.
  
- 4) Please provide your age at the time of each crime for which you were convicted.

5) Please provide the legal disposition of each case.

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

I certify that this information is correct and complete. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my employment on this project.

**No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.**

I understand that I have a continuing obligation to maintain the accuracy of this form for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

By my signature below I hereby affirm that all of the facts, statements and answers contained herein and all attachments are true and correct.

\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

Contract # \_\_\_\_\_  
Name of Consultant/Subconsultant \_\_\_\_\_

**SCHEDULE “K-4”**

**CRIMINAL BACKGROUND DISCLOSURE FORM FOR  
PERSONS WHO ARE SUBJECT TO PENDING CRIMINAL CHARGES**

A pending criminal charge will not automatically result in a denial of your right to work on a County contract, your right to be on County property or your license, but may, if the County determines that the pending charge(s) create an unacceptable risk. However, if you fail to list any part of your conviction history, whether due, but not limited to any omission, intentional falsification or any failure to disclose for any reason, you may be prohibited from working or being on County property without any risk assessment. If it is later determined that you failed to disclose a criminal conviction for any reason, your right to work on a County contract, be on County property or your license may be terminated at any time.

I, \_\_\_\_\_, am \_\_\_\_\_  
(Name of Person Signing Below) (Title Relevant to Contract)

- 1) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
  
  
  
  
  
  
  
  
  
  
- 2) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).

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

I certify that this information is correct and complete. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my employment on this project.

**No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.**

I understand that I have a continuing obligation to maintain the accuracy of this form for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

By my signature below I hereby affirm that all of the facts, statements and answers contained herein and all attachments are true and correct.

\_\_\_\_\_  
Name:  
Title:  
Date:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

**SCHEDULE “K-5”<sup>5</sup>**

**PERSONS THAT REFUSED TO ANSWER**

Please list the names and titles of each Person that refused to answer any of the questions in “Schedule K-1.”

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**CONSULTANT CERTIFICATION**

I hereby certify that all of the information provided herein is true and accurate.

**No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.**

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Consultant shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that the Consultant has a continuing obligation to maintain the accuracy of the Disclosure Forms for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

\_\_\_\_\_  
Name:

Title:

Date:

\_\_\_\_\_  
Notary Public

<sup>5</sup> If this Certification Form is being completed by a Subconsultant, please consider all references to “Consultant” to

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mean “Subconsultant.”