Respite for Protective Services Families

Request for Proposals

The Honorable Andrew Spano
County Executive

Kevin Mahon
Commissioner
Westchester County Department of Social Services

Mandated Preventive Services:

Mandated Preventive Service as defined in New York State Social Services Law ("SSL") and Title 18 of the New York Code of Rules and Regulations ("NYCRR"), including but not limited to, SSL Sections 153 and 409-F, and 18 NYCRR Part 428 Sections 430.8 - 430.13.

Respite Care and Services for Families:

Respite Care and Service as defined in New York State Social Services Law ("SSL") and Title 18 of the New York Code of Rules and Regulations ("NYCRR"), including but not limited to, SSL Sections 153 and 409-F, and 18 NYCRR Part 435 Sections 435.1 - 433.11.
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SECTION I: BACKGROUND

The County of Westchester (hereafter, “Westchester” or the “County”) has a historical commitment to providing services to children in their own home. The Department is charged with protecting children from harm and providing appropriate preventive services for those children deemed to be at risk of foster care placement. WCDSS has supported a broad range of programs and services, which help prevent the abuse and neglect of children in Westchester County and ensure that the lives of victimized children are measurably improved. Although Preventive Services were not mandated in New York State until 1980, Westchester County has maintained specialized preventive services units since 1969.

In the United States, respite care services began in the 1960’s and respite crisis nurseries emerged in the 1970’s. In 1996 the Federal government passed the Temporary Child Care Act (TCCA) providing for respite and crisis care services, and the Community Based Family Resource Program (CBFRP) providing for family support services. These were then consolidated into the Community Based Family Resource Support (CBFRS) program providing funding for family support services. Over the past few years, national best practice standards for respite and crisis respite care services were developed and made available for review and input from service providers, families, administrative staff, nurses, social workers, educators, government and not for profit, etc. New York State Social Services Law and its implementing regulations mandate the Westchester County Department of Social Services (hereafter “the Department” Or “WCDSS”) to offer preventive services to families where the risk of foster care appears imminent either because of safety concerns and/or parental/child needs. Today respite care and crisis services are considered an integral component of any family support program.

New York State Social Services law and its implementing regulations also mandate the Department to offer respite care and services as a component in the prevention of child abuse and neglect for all families. 18 NYCRR Part 435 Section 435.3 states “a family is eligible for respite care and services when the family is otherwise eligible for mandated preventive services … and immediate relief is needed to maintain or restore family functioning.” In keeping with State mandates, respite services are expected to keep children safe at all times, maintain their well-being, and achieve permanency.

The services should support each child’s optimal health and development, and should be strongly focused on addressing and promoting the best interests of each child being supported at home with preventive services. Proposed Respite for Protective Services Families funded program will be delivered on a countywide basis and Proposers should be prepared to develop and maintain neighborhood linkages to a child’s home community, wherever appropriate. Services will be family driven, culturally competent, unconditional, strength based, community and youth development oriented, and provide for individualized care. In order to conduct a more comprehensive assessment, case planning and successful outcomes identified in this RFP, the Family Engagement and Strength Based Practice model will be used. State and Federal regulations mandate that services be provided to all children in Westchester County, regardless of race, ethnicity, or religion. The proposed program will prevent child
maltreatment and/or neglect, prevent foster care placement/replacement, reduce family stress, enhance parent-child communication and reduce family isolation.

While the Department is mandated to offer preventive service to any identified family, family participation in the preventive service is voluntary. The parent(s) in preventive families must give their approval or consent for respite care and services. Respite care and services must be terminated upon the request of the parent(s) or upon the request of any child 10 years old or older who is receiving respite care and services. In those situations where a child’s safety is in question, the Department may request the Family Court’s intervention in mandating the family’s participation in services or removing the child from the home.

Preventive Services (“PS”), within the context of the Department’s programming, relates to three specific groups of children / families. The groups are not isolated by virtue of age of the children but rather by conditions resulting in:

♦ A child / children at risk of foster care placement, or
♦ A child / children at risk of foster care re-placement, or
♦ Inability of a child to return home from foster care as quickly as possible without the provision of services not available to the family through other means.

The conditions that result in the creation of the three vulnerable groups and that set these groups apart from all families with children are most frequently:

♦ Serious health and safety concerns for the child in his/ her own home.
  Sixty-three percent of the PS cases are indicated Child Protective Services Cases;
♦ Parental or caretaker refusal to continue to care for a child in his/her own home
♦ Impaired functioning of a pregnant teen or pregnant woman, or teenage parent, or a woman who has recently delivered a child which places the child at risk of coming into foster care;
♦ Serious parental conditions or behaviors (physical, emotional, financial) effecting the quality of care a child receives to the point that less than minimal care is being provided;
♦ Serious condition / behavior of the child which would result in placement if the family does not receive additional services not other wise available;
♦ Parental whereabouts unknown or parental hospitalization, imprisonment or death placing the child at risk of emergency placement or prolonged placement;
♦ Court involvement with the parent / child through abuse, neglect, JD (juvenile delinquency) or PINS (Persons in Need of Supervision) petition.

At least one of these conditions must be present in a family known to any of the service caseloads of WCDSS, as well as families referred to WCDSS for Preventive Services assessment by community agencies.
For the purposes of this RFP, respite care and services may include both planned respite and crisis respite (also known as and including “crisis respite nurseries” or “respite nurseries”) care and services. Planned respite is usually for families with special care needs and is incorporated into the family’s planning to enable the family to maintain continuity and delay or prevent the need for out-of-home placement. Crisis respite is unplanned, emergency respite. It is usually available 24 hours per day, 7 days per week. Although WCDSS believes that services to children and their families should be provided within children's home neighborhoods, WCDSS also recognizes that specialized services and/or program models may be required for a limited number of children with very severe impairments. Due to the nature of these needs, placement and service delivery within a child's home neighborhood may not be possible or in the child's best interest.

All families need support at one time or another, including both planned and crisis respite. Many families meet these needs through vacations, getting a babysitter while caregivers get some time away form care-giving. Many families do not have the financial, personal or support resources needed, or do not feel comfortable asking a family member, friend or other babysitter/caregiver to care for their child/special need child that would enable them to take advantage of needed respite from care-giving. A high percentage of children in foster care have emotional, behavioral disorders, special and chronic medical or health needs and learning disabilities. Without adequate supports, children with disabilities are three or four times more likely to be victims of neglect, physical abuse, emotional abuse or sexual abuse than children without disabilities. Research evidences respite effectively reduces the risk of abuse and neglect, helps families avoid involvement of child protective services and out of home placement, and improves family relationships.

Child Welfare League of America (CWLA), the ARCH National Respite Network and Resource Center (ARCH) and Casey Family Programs (CFP) National center for Resource Family Support collaborated in laying the groundwork for nationally recognized best practice standards for planned and crisis respite care. National best practice guidelines for Respite and Respite Crisis Care and services are suggested and available through ARCH (Access to Respite Care and Help). These recommended national guidelines support a family centered philosophy and intend to support development of quality services and to help families discern their options. The guidelines make recommendations across seven areas:

- Family Involvement
- Care Needs of Child
- Care Providers
- Community Involvement
- Service Delivery
- Administration
- Evaluation
To date in 2005 the average number of PS families served per month in Westchester is an average of 1,433 children in 572 families countywide. The average number of families served in the County’s four District Offices, each of which carry a regional area beyond its central city, are as follows:

**White Plains District Office**
Average number of families served 71.7 cases per month  
Average Case Openings 18.0 cases per month  
Average Case Closings 15.4 cases per month

**Yonkers District Office**
Average number of families served 213.6 cases per month  
Average Case Openings 28.7 cases per month  
Average Case Closings 28.0 cases per month

**Mt. Vernon District Office**
Average number of families served 109.7 cases per month  
Average Case Openings 9.3 cases per month  
Average Case Closings 12.0 cases per month

**Peekskill District Office**
Average number of families served 101.9 cases per month  
Average Case Openings 9.3 cases per month  
Average Case Closings 9.7 cases per month

**Contract Unit – Central Office**
Average number of families served 74.9 cases per month  
Average Case Openings 4.1 cases per month  
Average Case Closings 4.3 cases per month

Compliance with all Child Welfare Services standards and requirements is mandatory for all contractors. This RFP includes attachments that provide service definitions, service delivery standards, and record keeping requirements. While the County has attempted to include all relevant information, Proposers should not assume this is a complete recitation of such information. Proposers should familiarize themselves with the standards and requirements for services for which they intend to propose before preparing their proposals.

WCDSS is seeking one provider to provide their proposed **Respite for Protective Services (PS) Families** program to the countywide population.
SECTION II: OBJECTIVE OF REQUEST FOR PROPOSALS

The County is mandated to provide respite services as part of its Preventive Services Program. The County of Westchester invites your organization to submit a proposal to provide the County with the services specified in this Respite for Protective Services Families Request For Proposals (RFP). WCDSS is making a total of $125,000 available to fund one provider for a twelve month period to assist Preventive Services children and families with respite service though the provision of brief and temporary care and supervision of children as described in this RFP for the purposes of reliving parents of the care of such children when immediate relief is needed in order to be able to maintain or restore family functioning. The County’s principal objectives in seeking proposals are to identify a provider who can best deliver quality respite care and services to PS families and achieve client outcomes as identified in this RFP. The Proposer shall provide respite care primarily for, but not solely for, children ages 0-12 throughout all of Westchester County. When children older than 12 have younger siblings requiring respite care, the program shall allow for placements which keep siblings together, when appropriate. Successful Proposer must demonstrate the ability to furnish these services to the County’s Child Welfare customers in conformity with all applicable laws, regulations and standards. The proposed program will prevent child maltreatment and/or neglect, prevent foster care placement, reduce family stress, enhance parent-child communication and reduce family isolation through proposed planned and crisis respite care and related supports and services.

Proposals must be submitted in accordance with the instructions set forth in this RFP. Each Proposer must provide all information as requested in order for the proposal to be considered and may be disqualified for failure to submit any required attachment, exhibit, or schedule, or for submitting incomplete or non-responsive information, exhibits, attachments or schedules. To ensure compliance, please refer to the Application Checklist and follow the order of items on the Checklist in your proposal submission.

PRE-PROPOSAL CONFERENCE

The Westchester County Department of Social Services (“WCDSS” or “the Department”) will hold a MANDATORY meeting to answer questions regarding this RFP and to outline the criteria for the selection process. Failure to attend will result in rejection of the proposal.

Pre-Proposal Conference:

Date:       Wednesday, October 5, 2005  
Time:      2:00 PM – 4:30 PM  
Location:   Room 601  
            112 East Post Rd.  
            White Plains, NY 10601
The Agency’s contact person for ALL matters concerning this RFP is:

Philippa Seltzer  
Program Coordinator, Youth Services  
Westchester County Department of Social Services  
112 East Post Road 4th Floor  
White Plains, NY 10601

QUESTIONS AND INQUIRIES

It is the policy of the County to accept questions and inquiries in writing from Proposers. Inquiries regarding this solicitation may be raised orally at the Pre-Proposal Conference, but the County’s responses to those questions will be in writing. Thereafter, all inquiries must be submitted in writing to the WCDSS authorized contact no later than 4:30 PM on October 12, 2005. Oral explanations or instructions given over the telephone prior to the proposal deadline shall not be binding on the County. Written responses will be released by October 19, 2005.

SECTION III: RFP TIMETABLE

Release date of RFP: September 23, 2005

Pre-Proposal Conference:

Date: Wednesday, October 5, 2005  
Time: 10AM-Noon  
Location: Westchester County Center  
White Plains, NY 10601

Due Date: November 2, 2005 no later than 12:00 Noon

Hand-deliver only to:

Charles Henry  
Director of Child Welfare Programs and Policy  
Westchester County Department of Social Services  
112 E. Post Road, 4th Floor  
White Plains, New York 10601
SECTION IV: GENERAL INFORMATION

A) County’s Rights and Options

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

1) to discontinue the RFP process at any time.

2) to reject any or all proposals.

3) to interview any or all Proposers.

4) to conduct investigations with respect to the qualifications of each Proposer.

5) to supplement, amend, or otherwise modify this RFP.

6) to issue additional subsequent solicitations for proposals.

7) to negotiate with the Proposers for amendments or other modifications to their proposals.

8) to select and enter into contract(s) with those Proposers whose proposals best satisfy the interests of the County and are most responsive to this RFP, and not necessarily on the basis of price alone or any other single factor.

9) to enter into agreements for only portions (or not to enter into agreements for any) of the services contemplated by this RFP.

10) the Proposer may not rely upon oral responses or representations made by the County; the Proposer may rely upon only written responses or representations made by the County and provided to all recipients of the RFP. Any modification to the RFP shall be made by the County in writing and delivered to each recipient of the RFP.

11) the County has diligently prepared this RFP and has presented all known, pertinent data as accurately and completely as possible. The County does not warrant or guarantee the completeness or accuracy of this information, nor will the discovery of an error or omission therein give rise to any obligation by the County to later alter the contract.

12) that a proposal is not a bid under Section 103 of the New York State General Municipal Law;

13) 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;
14) that any and all counter-proposals, negotiations or any communications received by a Proposer, 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 subject to the necessary approvals.

15) to exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiation and award of any contract.

16) the County is not responsible for any internal or external delivery delays that may cause any proposal to arrive beyond the stated deadline.

B) Confidentiality

1) Confidentiality of RFP and RFP Process:

The Proposer should regard the contents of the RFP and the County’s process of evaluating outsourcing opportunities as a strictly confidential business matter. The Proposer must recognize and acknowledge that the County expects the Proposer to treat the materials and data provided by the County as confidential. Under applicable laws and regulations, the County may be required publicly to disclose such materials and data; however, in order for the County effectively to monitor and control such disclosures, the Proposer shall not disclose any materials or data provided by the County to any third party other than as required to prepare the Proposer’s proposal.

2) Confidentiality of Proposer Information:

The New York State Freedom of Information Law, Public Officers Law, Article 6, Section 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial, or other data whose public disclosure would 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 (*) or marked along the margin with a vertical line, contain technical or financial information which are trade secrets and/or whose disclosure would cause substantial injury to the Proposer’s competitive position. The Proposer requests that such data be used only for the evaluation of the proposal but
understands that disclosure will be limited to the extent that the County
determines is proper under the law. If a contract is awarded to this Proposer,
the County shall have the right to use or disclose the data, as provided in the
contract, unless otherwise obligated by law.

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 responsibility for disclosure or use of marked data for any
purpose. In the event properly marked data are requested, pursuant to the State
Freedom of Information Law, the Proposer will be advised of the request and may
expeditiously submit to the County a detailed statement indicating the reasons it has for
believing that the information is exempt from disclosure under the law. This statement
will be used by the County in making its determination whether or not disclosure is
proper under the law.

The County assumes no liability for disclosure of information so identified, if 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 that is accepted by the County, except portions
"Protected from Disclosure", may become part of any agreement resulting from this
RFP.

C) Oral Presentations

Proposers who submit a proposal in response to this RFP may be required to make an
oral presentation of the proposal to the Evaluation Committee, possibly on short notice.
Significant representations made by a Proposer during an oral presentation must be
reduced to writing. All such representations will become part of the Proposer’s proposal
and are binding if the contract is awarded. The time and location for this presentation
will be scheduled by the WCDSS contact. The oral presentation will assist the
Evaluation Committee with its ranking of the proposals.

D) Proposer Inquiries

All inquiries must be submitted in writing to the WCDSS authorized contact by October
12, 2005. Written responses will be released by October 19, 2005.
E) Addenda to the RFP

WCDSS will issue responses to inquiries on substantive issues and any corrections or amendments to the RFP it deems necessary prior to the Proposal Due Date in the form of written addenda which will be distributed to all Proposers who attend the mandatory Pre-Proposal meeting.

It is each Proposer’s responsibility to ensure receipt of all addenda. The Proposer should verify with the designated WCDSS contact person that all addenda have been received prior to submitting a proposal. Proposers shall acknowledge the number of addenda by completing and submitting the addenda form that will be provided by WCDSS.

F) Independent Price Determination

By submission of a proposal, the Proposer 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. In addition, the Proposer certifies that in connection with the proposal:

1) The prices in the proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer, for the purpose of restricting competition as to the matter relating to such prices;

2) Unless otherwise required by law, the prices that have been quoted in the proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer, prior to award directly or indirectly to any other Proposer; and

3) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

G) Conflict of Interest

The award of a contract is subject to provisions of all Federal, State and County laws. All Proposers must disclose with their proposals the name of any officer, director or agent who is also an employee, officer or elected official of the County of Westchester. Further, all Proposers must disclose the name of any County employee, officer or elected official who owns, directly or indirectly, an interest of ten percent or more in the Proposer or any of its subsidiaries or affiliates.
H) Proposer Certifications

Proposals must be signed. Unsigned proposals will be rejected. Each person signing the proposal shall certify that:

1) S/He is the person in the Proposer’s organization responsible within that organization for the decision as to the prices offered in the proposal and that s/he has not participated, and will not participate, in any action contrary to those specified in the above section of the RFP entitled “Independent Price Determination”; or

2) S/He is not the person the Proposer’s organization responsible within that organization for the decision as to the prices offered in the proposal and that s/he has been authorized in writing to act as agent for the persons responsible for such decision to certify that such persons have not participated, and will not participate, in any action contrary to those specified in the above section of the RFP entitled “Independent Price Determination”.

I) Communication with WCDSS

From the date this RFP is issued until the award of the contract, NO contact with WCDSS related to this solicitation is permitted, except as authorized by the person designated as the WCDSS contact.

J) Withdrawal of Proposals

A proposal may be withdrawn IN WRITING ONLY prior to the Proposal Due Date and Time or, if applicable, up the due date and time set for the submission of Best and Final Offers.

K) Reasons for Disqualification or Rejection of Proposals

Disqualification from consideration will result for any of the reasons outlined in the RFP, including failure to meet the minimum standards, or if a proposal contains false or misleading information. The following minimum standards are to be met if the proposal is to be evaluated:

1) The proposal was submitted before the closing time and date;

2) The proposal is complete

3) The Proposer is not on a Federal, State or local Debarment list;

4) The Proposer is fiscally solvent;

5) The Proposer has additional funding sources and will not be dependent exclusively on the Department of Social Services funding for the ongoing operations;

6) The Proposer agrees to meet all Federal, State, and local compliance requirements.
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.

L) Proposal Preparation Costs

The Proposer will bear all costs it incurs in providing responses to this RFP and for providing any additional information required by the County to facilitate the evaluation process. The successful Proposer also will bear all costs it incurs during the process of conducting due diligence and in conjunction with contract development and negotiation.

M) News Release

News releases and other public disclosures pertaining to this RFP or the services, study or project to which it relates shall not be made without prior County approval, and then only in coordination with the Westchester County Department of Social Services.

N) Late Proposals

The established submission deadline for receipt of proposals may be extended at the discretion of WCDSS, however the time frame is not to exceed 3 hours and shall apply to all Proposers.

O) Proposer’s Acceptance of RFP and Contract Provisions

Submission of a proposal signifies to WCDSS the Proposer's intention to compete for the award of the particular contract(s) and that the Proposer understands and accepts the terms and conditions specified in the RFP, which shall become part of the final contract.

P) Evaluation Procedures and Criteria

The evaluation of the proposals will be performed by a committee comprised of representatives of the Department of Social Services and other County Departments, selected at the discretion of the Department of Social Services. Priority will be given to community-based organizations, pursuant to Section 409-a(8) of the Social Services Law. Proposals will be reviewed on the basis of the following criteria, not necessarily in the order shown:

1) Qualifications and Experience (Program)- Proposers should have a background in the development and operation of foster care prevention programs for families and children. Experience with programs which address the provision of case planning and case management with families facing the risk of returning, or returning, to foster care is preferable.

2) Qualifications and Experience (Administration) – Proposers should have the organizational structures and administrative processes necessary to direct and control the operations of the proposed program. Staff proposed for
program leadership positions should possess appropriate qualifications, experience and training.

3) Reasonableness of Implementation Plan – Proposers should propose a program that can be initiated within the proposed time constraints. This includes the recruitment and training of staff and the development of appropriate programs.

4) Soundness of Program Proposed – Proposals should describe nature of the Proposer’s program for case planning and case management, etc. taking into consideration the population to be served.

5) Reasonableness of Budget/ Return on Investment – Proposers should propose a cost effective program. The program budget should assure the delivery of a quality service by well trained and well supervised staff.

6) Responsiveness of the program design/work plan to the Request for Proposal;

7) Performance expectations/proposed quantified measurement of program outcomes;

8) Operational capacity – data systems, personnel, service location, linkages, etc.;

9) Program design that are:
   (a) Proven, evidenced based, best practice Respite Programs and related services, and/or
   (b) Promising practice programs designed and based upon promising practice, and/or
   (c) Programs designed based upon recognized best practice standards.

10) Innovativeness;

Q) Contract Award

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

Any contract resulting from this RFP shall be subject to appropriation by the County Board of Legislators. The contract is also subject to further financial analysis of the impact of any New York State Budget (the “State Budget”) proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.
Contract(s) resulting from this solicitation may be awarded to the highest rated qualified Proposer(s) for each program based on the evaluation factors set forth in the RFP. The contract award is based on the total proposal. WCDSS may require programmatic and budgetary negotiations prior to the start of the contract.

After selection of the successful proposal, a formal written contract, with specifications, will be entered into between the parties. The contract will be prepared by the County of Westchester and will not be binding or in force until approved by the Commissioner of Social Services, signed by both parties, and approved by the Westchester County Board of Acquisition & Contract and the Office of the County Attorney. All prices, costs, terms and conditions in the proposal shall remain fixed and valid for 120 days after the closing date for receipt of proposals or the date best and final offers, if applicable, are submitted. This period may be extended by written mutual agreement.

NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE COUNTY BOARD OF ACQUISITION & CONTRACT FOR APPROVAL. THE BOARD OF ACQUISITION & CONTRACT 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.

Any contract resulting from this RFP shall be governed by the laws of the State of New York. By submitting a proposal in response to this RFP, the Proposer, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the contract.

This procurement is being conducted in accordance with the County’s Procurement Policy. The County may award a contract from this solicitation without discussion with any Proposer. Proposers whose proposals are not accepted will be notified in writing.

The contract shall be for a term of (1) one year, with the option of two subsequent three (3) year contracts to renew at the sole option of the County for a potential seven years of contracted services. WCDSS reserves the option to renew contracts upon completion of the original term at its sole discretion. Factors considered in exercising the renewal option may include, among other things, funding availability and contractor's performance during the original contract term. In addition, WCDSS retains the right to adjust, prior to award, the length of the initial term and the renewal options of any or all of the contracts resulting from this RFP. However, in no event shall the total duration of the resulting contract, including all renewal options, exceed seven years.

Upon the execution of the contract and the commencement of the service period, the contractor shall at all times employ a sufficient number of qualified staff to provide all required services to referred customers.

The County, upon thirty (30) days written notice to the Contractor, may terminate the Agreement in whole or in part when the County deems it to be in its best interest.
In the event that the Contractor defaults in the performance of any term, condition or covenant contained in the executed Agreement, the County, at its option, may terminate the executed Agreement upon ten (10) days written notice to the Contractor, provided, however, that the Contractor may defeat such notice by curing the default complained of within the notice period.

In the event of an uncured default, the County, in addition to any other right it may have, shall have the right, power and authority to complete the Agreement or contract for its completion. In the event of such default, or termination of the contract by the County for whatever reason, the Contractor will return to the County any funds unexpended under the contract.

Except as otherwise provided in the Agreement, the Contractor shall not assign, subcontract or otherwise dispose of the Agreement, or any right, duty or interest therein, without the previous written consent of the County. No assignment, subcontracting, subletting or other such disposition of the Agreement, either with or without consent of the County shall serve to relieve the Contractor of its obligations thereunder.

The failure of the County to insist, in any one or more instances, upon strict performance of any term or condition contained in the Agreement shall not be deemed as a waiver or relinquishment for the future enforcement of such term of condition, but the same shall remain in full force and effect. No waiver by the County of any provisions in the agreement shall be implied.

The Contractor further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Contractor 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 Contractor to the contrary, the Contractor 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 contracts payments under any contracts the County currently may have with the Contractor, any funds the County may determine are owed to the County under this agreement.
SECTION V: PROPOSAL PROCEDURES AND REQUIREMENTS

A) Transmittal Letter

A transmittal letter prepared on the Proposer’s business stationery shall accompany the proposal. The purpose of the letter is to transmit the proposal; therefore, it should be brief. The letter shall contain the title of the solicitation, include the Proposer’s name, federal tax identification or social security number and address, and shall be signed by an individual who is authorized to bind the firm to all statements including services and prices, contained in the proposal. The letter shall also acknowledge any addenda to the RFP that were received.

B) Format and Content of Proposal

Proposals should be prepared simply and economically, providing a concise, complete and straightforward description of the Proposer’s proposal for meeting the requirements of this RFP. Reference materials not directly relevant to the RFP responses should be omitted. Elaborate brochures or presentation layouts, other than those necessary to present a complete and effective proposal, are not desired. The format of the Respondent’s responses to this RFP is required to be consistent with the RFP structure, sequencing and nomenclature. Proposals must include a Table of Contents. All Attachments shall be provided in a separate tabbed binder.

Proposals must be double spaced with pages numbered on 8-1/2 x 11 inch white paper with font size of 12 point with 1 to 1.5 inch left and right margins. It is suggested that the proposal package be fastened together securely to be sure no part is lost and the intended order of materials submitted is maintained. Paper clips are not sufficient.

Proposals will include a logic model depicting outline of the proposed program design as described and provided through this RFP. The logic model will succinctly outline the program (i.e. “bulleted”). Proposals must contain a program narrative that describes in greater detail the program design outlined in the Logic Model. Program narrative must show how the Proposer will accomplish the goals and objectives articulated in this RFP. Statements should be concise and specific, conveying the Proposer’s understanding of the needs and strengths of the youth and families who will benefit from Proposer’s services; how the customer strengths and needs will be accessed and addressed through the program design in order to achieve the anticipated outcomes; the nature and purpose of working relationships that must be established in order to implement Proposer’s work plan; challenges likely to be faced in delivering each of the required services in the County; and factors that must be taken into consideration to effect a smooth transition. The narrative must not exceed 35 typewritten pages which does not include required charts and tables (i.e. the Logic Model table, Start Up Plan table, Staffing and Personnel Table, Organizational Chart and Budget Boiler Plate form, etc.) and must include responses on the scope of services to be provided by Proposer. Proposers must complete application forms completely and entirely, including but not limited to the cover page, scope of services, quantified client outcomes, logic model, and budget.
C) Responsive Proposals

1) To be considered responsive, proposals must meet the following minimum criteria:

2) Submit one (1) original proposal; twelve (12) copies and a computer disc in which the proposal has been saved (identify the program it is saved in, e.g., Word 2000).

3) Proposal must be received no later than the due date and time shown in the Section II: RFP Timetable. The timely and proper delivery of a proposal is the responsibility of the Proposer. Proposals hand-delivered after the due date or time will be considered non-responsive.

4) The original proposal must be manually signed in blue ink by an official authorized to represent and bind the Proposer and should be marked “Original”.

5) Proposal must contain all information requested.

6) Incomplete or erroneous information or withholding important information could result in disqualification, or later contract termination.
SECTION VI: PROPOSER QUALIFICATIONS

A) Proposer’s Background

Proposers must provide information about the Proposer’s background, current licenses and affiliations, services, experience and qualifications to provide respite care and crisis respite care and services. Specifically, Proposers must describe the nature and extent of their experience in providing respite care and crisis respite care and services or otherwise providing services to families and children involved in, or at risk of becoming involved in, the child welfare system.

Proposers must provide a description of its legal status, e.g., sole proprietorship, partnership, limited partnership, corporation; the identity of each principal of the entity including the officers, directors, partners and management shareholders; and state of residency or incorporation; and the name, address and positions of persons within the firm who are authorized to execute contracts on its behalf.

B) Philosophy

Proposers must identify their organizational mission, values and guiding principles and explain how the provision of Preventive Services fits with and will be supported by the mission, values and principles.

C) Proposer References

The Proposer will provide three (3) current letters of reference for which the Proposer is providing services similar to the services described in this RFP. It is preferred that the Proposer holds the prime contract for each reference provided.

The Proposer will provide a complete list of references with whom the Proposer has ceased providing services similar to the services described in this RFP in the last five (5) years. The County, in its discretion, will contact any or all such references.

D) Financial Responsibility and Stability

Proposers shall provide information, such as audited financial statements covering the past three (3) years of the Proposer, its parent and its subsidiaries, to show that the Proposer has the capacity in all respects to perform fully the contract requirements and the fiscal integrity and reliability to assure good faith performance.

E) Organizational Structure

Provide an organizational chart of the Proposer’s entire organization and indicate the relationship of the proposed program to the other programs operated by the Proposer.

Provide the organizational chart of the proposed Respite for Protective Services Families program.

If the new program will share services with other Proposer programs, specify the staff
and services involved, and indicate the methods to be used to ensure that the proposed **Respite for Protective Services Families** program will be a distinct operating unit.

Indicate the extent to which other entities will provide or supplement services required under this proposal.

**F) Staffing Plan**

Describe the number and type of staff. Indicate Proposer's requirements for staff qualifications. Indicate supervisory reporting relationships and ratios. The Staff Qualifications table in the attached Application Form (Attachment D) should detail this information, at minimum.

- Specify the level and frequency of staff supervision.
- Describe the plan for initial orientation and on-going training.
- Include the resumes and/or qualifications of all staff who play a leadership role in the program (e.g. program director, site director, supervisors), if known.

Describe interface and communication pattern with the PS children, their families and their planning team (inclusive of DSS workers and staff, and other participants as relevant) and DSS contract monitors.

Complete the “Personnel: Paid Staff Qualifications and Duties” form included in the **Respite for Protective Services Families 2005 - 2006 Application Form**.

**G) Administrative Control**

Specify and indicate the role of Proposer administrators providing oversight for the project.

Describe the processes to be employed to monitor performance and assure Quality Assurance and accountability. Describe what measurement tools will be utilized and at what interval(s). If measurement tools will be used in addition to the required [Family Functioning – Case Management Outcome Portfolio](#), please include a copy of such measurement tool(s). Describe how internal monitoring will be implemented to ensure compliance with record keeping, case planning and case contact requirements as well as overall quality of services.

Describe the nature and frequency of individual case reviews.

**H) Program Description and Methodology**

Proposer will complete the attached **Respite for Protective Services Families Program 2005 - 2006 Application Form** (Attachment B) that will include: narrative description of the scope of services and client outcomes as outlined in the proposed logic model and this **RFP**.
Describe the approach your organization proposes to take in identifying, developing, enhancing, supporting and coordinating proposed Program(s), ensuring a strength based, family focused and community based program and incorporates a positive youth development framework.

Describe the process for sharing all pertinent information with the WCDSS caseworker, the voluntary agency/foster parent and other permanency planning Service Plan Review (SPR) team participants; and when a report has been made to the State Central Register for Child Abuse and Maltreatment the interface between the Proposer’s program, the foster home / voluntary agency and Child Protective Services.

Describe briefly what ongoing services and supports will be provided; how the provision of services and opportunities will be ensured; incorporating a wrap around methodology is appropriate.

A Logic Model provides a succinct visual flow from right to left of the Logic Model making the connection between Client need/problem, what will occur to address identified problem, how service delivery will be measured, and the projected amount of change in client behavior or conditions to be expected.

Proposer will complete a logic model outline of the proposed program design as described and provided through this RFP, inclusive of:

1) **Client and System Conditions**
   (a) What makes a client eligible for your program?
   (b) Who is the program designed to serve (how many, what population/sub population, demographics, etc.)?
   (c) Problem Statement(s): What problems or needs are the program designed to address?
   (d) In general, what strengths and resources do the clients bring to the program?
   (e) The design and theory of change should reasonably support client achievement of projected Short Term and Long Term Outcomes through engagement in the program.
   (f) Describe the system conditions that led to the need or opportunity for the program: gaps in the services delivery, new policy, new funding…
2) **Major Program Components** - A component is a cluster of related activities. Components for Staffing, Intake/Enrollment and Exit/Discharge/Termination must be included. Other included Components will contain the array of services designed to take place between Intake/Enrollment through Exit/Discharge/Termination.

3) **Activities** – Activities comprise each Program Component. Activities indicate the staff primarily responsible for delivering, providing, coordinating and/or overseeing them.

4) **Process Milestones** – **Quantified** measure of services delivered, provided access to and / or otherwise coordinated in which youth and families participate.

5) **Short Term Client Outcomes** – **Quantified** measured client behavior and / or condition change. Change will be measured through use of established and proven assessment and measurement tools as described and outlined in this RFP. **Short Term Client Outcomes** should be achievable by the identified group cluster or sub group of youth and families **within the period of the contract year**.

6) **Long Term Client Outcomes** – Client behavior or condition change that are anticipated to be achieved and maintained in the years following the current contract year. Proposer does not need to quantify Long Term Client Outcomes, and will not be held accountable under the current contract period for achieving Long Term Client Outcomes. Proposer will be held accountable for Long Term Client Outcomes achievable over the subsequent contract terms for the Contract term which such Long Term Client Outcomes are projected to be achieved.

I) **Record Keeping**

Proposer will have an active role in the case, and will be responsible for maintaining contemporaneous progress notes and other records in the NYS OCFS CONNECTIONS on line shared case environment. Describe the plan for ensuring that records are kept in compliance with Social Service Law Sections 409-e and 409-f as well as 18 NYCRR Sections 423, 428 and 430 and 435.

J) **Reports**

Monthly statistics will be submitted to a WCDSS designee detailing the number of children (the number of children served is to reflect the total # of children in each family not just the children being serviced on site) and families served during the month; the types and number of contacts made, and a brief note on the progress of each family.

A monitoring log or report of cases will be maintained on an up-to-date basis which will reflect case name, case number, CID (Case Initiation Date), referral source, date case accepted, CPS monitoring/reporting, Probation involvement, Legal activity, Purchase of Service approval period, FASP cycle and the date **Family Functioning – Case Management Outcome Portfolio** forms were completed.

Direct and continuing communication between the Proposer Administrator and the WCDSS **Program Area Manager** will serve to resolve case specific/related problems.
and clarify procedures. Direct and continuing communication between the Proposer Administrator and the WCDSS contract monitor will serve to resolve contract specific/related problems and clarify procedures. The Proposer Administrator bears overall administrative responsibility for the implementation of the program and will relate to the WCDSS contract monitor on the program implementation.

An annual report will summarize the population served, including unduplicated number of children* and families served, degree of successful outcomes achieved and make recommendation for program modification and continuation.

(* the number of children served is to reflect the total # of children in each family not just the children being serviced on site).

K) Accessibility

Proposers must specify how the program will be made available/accessible to families. Proposers must identify available transportation services for both the staff and family populations. Proposer must also specify how it will make the availability of its services known to families and their respective DSS child welfare staff and related service providers.

Proposers shall not discriminate against an individual with a disability, as defined in the Americans with Disabilities Act (ADA) of 1990, in providing services, programs or activities pursuant to this Agreement. Proposers shall prepare a plan ("Compliance Plan") which lists program site(s) and describes in detail how to make the services, programs or activities set forth in the scope of services, readily accessible and usable by individuals with disabilities at such site(s) listed. In the event the program site is not readily accessible and usable by individuals with disabilities, the Proposer shall also include in the Compliance Plan a description of reasonable alternative means and methods that result in making the services, programs or activities readily accessible to and usable by individuals with disabilities, including but not limited to people with visual, audio, or mobility disabilities.
SECTION VII: OPERATIONAL GUIDELINES

In addition to complying with the established program contract service levels and all standards for service provision, the following operational guidelines shall be followed by any Proposer awarded a contract under this solicitation:

A) Prime Proposer Responsibilities

The successful Proposer, as the primary contractor, at a minimum, shall assume responsibility for providing the specified services. The final enumeration of the services to be outsourced will be contained in the executed agreement and its schedules. As primary contractor, the successful Proposer will also assume full responsibility for those services that may be provided by the Proposer’s subcontractor(s), if any. All subcontractors are subject to the County’s approval.

If a subcontractor will be used, this must be specified in the proposal, with an identification of the subcontractor, the service(s) to be provided by it, and its qualifications to provide such service(s). Subcontractors will be held to the same requirements as the primary contractor. The contract with the prime contractor will bind subcontractors to the prime contractor by the terms, specifications and standards and any subsequent proposals and contracts.

B) Other Proposer Responsibilities

The Proposer shall hire only qualified and appropriately skilled or trained staff, in the proportion of staff to clients established by the New York State Office of Children and Family Services (“NYSOCFS”) standards and requirements for the relevant program. WCDSS encourages all Proposers to give strong consideration to identify and hire qualified culturally competent staff and minority staff. The Proposer shall follow all pre-hiring requirements for all staff, as outlined as outlined in NYSOCFS 86 ADM-43, entitled “Child Abuse Prevention Act of 1985” and New York State Social Services Law Section 424A. All staff should be subject to the additional WCDSS requirements of criminal background check/fingerprinting and pre-employment drug testing. WCDSS encourages all Proposers to give strong consideration to hiring culturally competent staff and to identify and hire qualified minority staff. The Proposer shall follow all pre-hiring requirements for all staff.

C) Site Inspections

To the extent that services are not provided at a site owned and/or controlled by the County, the Proposer shall allow periodic mandatory inspections by authorized regulatory agencies: including Fire, Building, and Health Code enforcement. Sites should meet all relevant building, fire, and health codes and should be ready to accommodate the full range of child welfare activities by the start date of the contract.

WCDSS reserves the right to visit current and proposed sites at the discretion of the evaluation committee.
D) Program Evaluation

The Proposer will work cooperatively with WCDSS’s Program Office towards implementation of Performance Based Contracting, including participating in meetings related to the development and use of evaluation tools as required by WCDSS. The Proposer will cooperate with all federal, state, and local audits.

The Proposer shall provide a copy of a Logic Model representing their proposed program’s components and activities and will work with WCDSS to identify measurable customer outcomes. The Proposer will be expected to achieve identified Short Term outcomes during the contract period. WCDSS will monitor the Proposer's performance and will provide the Proposer with feedback at regular intervals.

The Proposer shall make its client, personnel, and fiscal records and staff available for periodic evaluations by WCDSS and other authorized governmental agencies. Proposer will administer the Family Functioning – Case Management Outcome Portfolios instruments (Enrollment Form, Services Form, Exit Form, Satisfaction Survey, etc.) developed by Westchester County and Philliber Research Associates in conjunction with some of the County’s vendor contract agencies. All required forms and tools will be completed and submitted to WCDSS, along with the monthly statistics, due the 7th of the month for the previous month.

Measurement through established, proven measurement and assessment tools will determine baseline measurements for the Client Outcomes outlined in this RFP. Measurement will capture the change in identified customer needs, problems and/or conditions from baseline (Enrollment) against either exit or discharge of the customer from the program / end of program, or annually -- whichever comes sooner.

E) Emergency Procedures

The Proposer shall develop emergency procedures in accordance with WCDSS guidelines.

F) Insurance Requirements

The Proposer agrees to indemnify and hold free and harmless the County of Westchester, its officials, employees, and agents from and against any and all liability, damage, claims, demands, costs, judgment, fees, reasonable attorneys’ fees, or loss arising from or which are incidental to or are in any way connected with its proposal.

The indemnification provided herein shall obligate the Proposer to defend at the Proposer's own expense, or to provide for any defense (as determined by the County of Westchester), for any and all claims of liability and all suits, actions, or claims that may be incurred by the County of Westchester, in consequence of any action or inaction relating to its proposal. By submitting a proposal, the Proposer agrees to comply with the foregoing provisions of indemnity and defense.

A similar defense and indemnity clause will be required if Proposer is awarded the contract.
If the Proposer is awarded the contract, the County of Westchester and the Proposer shall be named as insured on all policies obtained by the Proposer and Certificates of Insurance shall be furnished to the County of Westchester prior to the commencement of any activities. The Proposer accepts and agrees that the Standard Insurance Provisions, attached hereto as Schedule "A", shall be incorporated into and become a part of the agreement.

All policies shall be obtained from companies licensed to conduct business in the State of New York. Companies providing insurance coverage shall be required to have nothing less than an "A" rating or better by the A.M. Best Company of Aldwich, New Jersey.

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

**G) Responsibilities of the Westchester County Department of Social Services**

WCDSS is responsible for establishing and distributing service standards; evaluating and monitoring contractual and programmatic performance, including service delivery and compliance with service standards and unit costs; arranging for payment to the Proposer; and auditing the Proposer's financial operations.

WCDSS, in its discretion, may provide technical assistance with program development and on-going program operations.

**H) Financial Guidelines**

All contracts awarded under this RFP shall be reimbursed on a cost reimbursement basis. At the end of each month, the Proposer shall submit invoices of actual expenditures based on approved categories in their annual budget.

All reimbursements shall be limited to allowable costs in accordance with Federal, State, and Local regulations and policies. The proposed budgets, regardless of reimbursement method, should include all projected program costs for the first year of the contract.

**Respite for Protective Services Families** program is subject to audit after the close of the contract year based on actual expenditures.

The Proposer shall follow the fiscal and bookkeeping procedures established in accordance with Generally Accepted Accounting Principles (GAAP) and applicable Local, State, and Federal standards. This shall include maintenance of separate books and records for this program.
I) Child Protective Services Mandated Reporting Requirements

On all cases, the Proposer’s staff must file a report of suspected child abuse or maltreatment with the New York State Child Abuse and Maltreatment Register whenever there is reasonable cause to suspect that a child coming before them in their professional or official capacity is an abused or maltreated child, or where the parent or person legally responsible for the child, comes before them in their professional or official capacity and states from personal knowledge; facts, conditions, or circumstances which, if correct, would render the child an abused or maltreated child. Whenever the Proposer’s staff files a report on a family, a case conference will be scheduled with the Proposer and the Contract Monitor, Contract Monitor’s Supervisor, and Child Protective Services staff within twenty-four hours of receipt of the report or (in the case of weekends) on the next business day. Every effort must be made, within the limits of safety, to protect the child while preserving his/her family unit and continuing with services in the Proposer’s program.

J) Disclosure of Child Welfare Information

The disclosure of Child Welfare data and information is authorized to be made to a provider or coordinator of services such as the contractor when the records, reports or other information are necessary to enable the provider or coordinator of services to establish and/or implement a plan of service for the child or the child’s family. See SSL Section 422(4) A (o). Such disclosures can be made without further release by the client.

It is the Department’s policy to advise the client when information is being released without consent. Therefore, in order for the communications between client, department and Proposer to be clear, the Proposer must be advised by the Department when information has been released to them without the client’s consent, so that the Proposer may use the information with appropriate introduction with the client as to its source.

K) HIV Redisclosure Notice

The Proposer’s staff must issue the following notice whenever there is a required redisclosure of HIV information:

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

L) HIPAA Compliance

All release of information should be in full compliance with the Health Insurance Portability and Accountability Act set forth in Federal Law established in 1996. See HIPAA Business Associate addendum attached hereto as Schedule “G”.
M) Assistance Upon Termination/Expiration

The Proposer will provide all information and assistance necessary to assure the smooth transition of services and functions being performed by the Proposer or its agents upon termination/expiration of the Contract.

N) MBE/WBE

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to encourage, promote and increase participation of business enterprises which are owned and controlled by persons of color and/or women in contracts and projects funded by the County, and to monitor such participation. In furtherance of this goal, Proposers are asked to complete the questionnaire attached hereto as Schedule “B”.

O) 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 “C”. Therefore, the County asks Proposers to complete the questionnaire attached hereto as Schedule “C”.

P) Certification Regarding Lobbying

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

Q) Drug-Free Workplace

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

R) Debarment

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

S) Relationships to County

Proposers are required to complete the questionnaire entitled “Required Disclosure of Relationships to County” attached hereto as Schedule “H.” In the event that any information provided in the completed questionnaire changes, Proposer agrees to provide a revised “Required Disclosure of Relationships to County” form to the County within ten (10) business days of such event.
SECTION VIII: RESPITE CARE and SERVICES – SCOPE OF SERVICES

Westchester County Department of Social Services (WCDSS) is requesting proposals in response to this Respite for Protective Services Families RFP. WCDSS is making a total of $125,000 available to fund one provider for a twelve month period to assist Preventive Services (“PS” previously known in Westchester as Mandated Preventive Services (MPS)) children and families throughout Westchester County with respite care and services for the purposes of relieving parents of the care of such children when immediate relief is needed in order to be able to maintain or restore family functioning as described in this RFP. The County’s principal objectives in seeking proposals are to identify a provider who can best deliver quality respite care and services to PS families and achieve client outcomes as identified in this RFP. The Proposer shall provide respite care for children primarily for, but not solely for, children ages 0-12, throughout all of Westchester County. When children older than 12 have younger siblings requiring respite care, the program shall allow for placements which keep siblings together, when appropriate.

Successful Proposers must demonstrate the ability to furnish these services to the County’s Child Welfare customers in conformity with all applicable laws, regulations and standards. Proposer will adhere to suggested National Respite Guidelines in the design and delivery of proposed PS Respite Program. Proposed PS Respite Program will reduce family stress, support family stability, enhance parent-child communication, reduce family isolation through proposed planned and crisis respite care and related supports and services prevent possible abuse and neglect, ensure the safety and well being of children and prevent lengthy and costly out-of-home placements.

A) Outcomes

The County seeks proposals in response to this Respite for Protective Services Families Request for Proposals that will achieve measured change in customer behavior and condition(s). Successful Proposals will:

1) Prevent child maltreatment and/or neglect,

2) prevent foster care placement / re-placement,

3) Minimize family stress and support family stability,

4) Enhance parent-child communication and

5) Reduce family isolation through proposed planned and crisis respite care and related supports and services.

B) Services:

The intent of respite care is to provide parents who lack appropriate support alternatives with a safe alternative for care of their child(ren) for a limited period of time, without having to place the child(ren) in foster care. Reasons for using respite care include, but are not limited to: the parent or caretaker is experiencing medical complications due to
HIV/AIDS; the parent or caretaker must be admitted to a hospital for a limited period of time; the parent or caretaker is entering a substance abuse detoxification program; or / and a child has special needs (i.e. HIV/AIDS) which place additional stress on the parent or caretaker, who requires a short break (Respite Care Regulations: 435.3). Wherever possible, prior to the use of respite care, the use of Homemaking Services and Parent Substitute Services shall have been considered and determined inadequate.

Respite care shall be available for families who are eligible for PS families. To create an effective service model responsive to the needs of families, agencies shall incorporate suggested National Guidelines made available thorough CWLA, ARCH and CFP. In instances in which respite care is deemed appropriate to prevent or eliminate the need to place children in foster care, agencies shall provide respite care in accordance with all existing Federal, State, and County laws, rules, and regulations, and consistent with policies, procedures, and standards promulgated by the Westchester County Department of Social Services Children’s Services.

Caseworkers need to be able to use strong engagement skills to help a family to trust and be willing to share their familial information. In order to conduct a more comprehensive assessment, case planning and successful outcomes identified in this RFP, the Family Engagement and Strength Based Practice model will be used. Utilization of this model accomplishes several things:

(a) Case Planning & Family Engagement: By engaging the family, the caseworker will be able to identify how the family functions, both the strengths driving the family and the challenges that the family faces. When the family and caseworker are able to identify the strengths and challenges, the underlying needs of the family become apparent. When careful attention is given to identification of underlying need, these needs can be used to help individualize the service plan with the family.

(b) Specific Goals: Together, the caseworker and the family members identify what they want to accomplish and then set specific goals to be met. As a result, instead of identifying generic goals for a family (i.e. parenting skills training, substance abuse treatment, counseling), concrete individualized goals are developed.

(c) Family Supports: The family’s informal and formal supports can be identified through questions asked during the interviews and through diagramming with the family their genogram and ecomap. These supports would be incorporated into the family’s discharge service plan. In addition to the utilization of various service providers (which caseworkers already use), the informal supports such as extended family, church, and the neighborhood would also be identified, valued and used to support the family. The strengths of the family and the family’s support system would be used to overcome the challenges that the family is facing and reduce risk throughout case involvement.

(d) Family Support Meetings: Family driven support meetings, include the immediate family members, any and all extended family members and other supports invited by the family, and the caseworker. These meetings differ from Network Meetings in that Network’s participants are predominately community providers while Family Team Meeting participants are predominantly family members. The Family Team Meetings are task oriented and focused on achieving a pre-determined agreed upon goal. Follow up meetings are held as needed
(e) Reduced Recidivism of abuse, neglect and foster care placement: Research on use of this Family Engagement and Strength Based Practice model documents fewer subsequent CPS reports being made with conclusions that through identification of the underlying needs of the family, risk of harm to the children is thereby reduced. When children are placed in foster care, permanency is achieved quicker through this Family Engagement and Strength Based Practice model. And, when the children are returned home, many supports relevant to the family are already in place to successfully maintain the children in the home with no further placement episode.

1) Community Based Services

Respite care services shall be able to accommodate PS families throughout Westchester. Respite care staff shall be knowledgeable about community-based service providers to determine what services are currently available, which may be utilized, and as a referral source where appropriate. Community services coordination and collaboration should be built into the program development. Respite care staff shall help each family identify and connect to suitable service providers in its home community following the use of respite care.

Respite can be either in home or out of home care, may utilize an existing day care center, private homes licensed according to all applicable federal, state and local laws, regulations and mandates, emergency shelters (such as domestic violence shelters), specifically designed crisis or planned respite centers or facilities among others. Proposer will need to identify an effective and cost effective program to provide needed respite care and related services. National Guidelines indicate that respite care services can be provided in the child’s home, the provider’s home or any number of community or agency based setting (child care center, community recreation program, summer camps, hospitals, etc.), or facilities specifically designed for the provision of respite care and include on-site parent/family assessment, counseling, referral and follow-up services. Any support services identified and needed by the family will be provided in coordination with the DSS worker, PS family planning team, and the respite program.

Proposed programs should incorporate family involvement and the Family Engagement and Strength Based Practice model. National Guidelines recommend respite services be family centered, strength based, and families be involved in the service design and implementation. Family preference for service entry, location, hours, activities should be respected and accommodated as is possible and appropriate. Services will be culturally responsive and relevant.

2) Accessibility of Services

The Proposer shall develop a general strategy for ensuring that its hours of operation reflect the needs of the children and families to be served. This strategy shall include flexible hours to accommodate school age children and working family members in a manner that is least disruptive to daily life activities, religious proscriptions, medical and health related conditions, and community safety considerations.
The Proposer shall provide both crisis and planned respite care for periods of both less than 24 hours and up to 24 hours each day, seven days each week. Proposer shall provide a coverage plan so that families needing respite care may request this service and receive an "intake interview" at varied hours including evenings, nights, and weekends. The respite care program shall ensure adequate and age-appropriate staff to child ratios, the capacity to interview and assist new families requesting assistance, and the ability to address emergencies that may arise (i.e., medical issues with any child in care). Respite care and services (18 NYCRR Part 435 Section 435.1 – 435) for families:

- May include periods of less than or longer than 24 hours, and
- May be provided for up to a maximum of 21 consecutive days at a time. Except where a parent is participating in a substance abuse detoxification treatment program.
- Where a parent is participating in a substance abuse detoxification treatment program, crisis respite care and services may be provided up to a maximum of 30 consecutive days at a time.
- A period of seven (7) consecutive days must elapse before respite care and services may be provided again to a family already having received such services.
- Respite care and services may be provided to each family for up to a maximum of seven (7) weeks in any calendar year.”

The Proposer shall provide respite care primarily for, but not solely for children ages 0-12. When children older than 12 have younger siblings requiring respite care, the program shall allow for placements which keep siblings together, when appropriate. The Proposer shall assess the communication skills of each child and family to be served and shall address identified family literacy limitations so that oral and written communications occur at an appropriate level, to ensure the client's full participation in and understanding of the services offered by the Proposer.

The Proposer shall make services accessible to clients with physical disabilities. Strategies for doing so may include, but not be limited to, offering TDD service, raising staff consciousness about disabilities, utilizing large print informational reading materials, and establishing referral protocols to programs serving disabled communities.

The program must be conveniently located to facilitate access for families from all town/cities. The Proposer shall arrange for and provide transportation services where needed.

All facilities shall meet Health Code requirements for Children’s Institutions and all applicable Federal, State and County regulations for residential settings. The Proposer shall make services accessible to clients with physical disabilities. Strategies for doing so may include, but not be limited to, offering TDD service, raising staff consciousness about disabilities, utilizing large print informational reading materials, and establishing referral protocols to programs serving disabled communities. Respite care providers will be screened in accordance with all related regulations and laws. Providers shall receive training and support for the work they do.
Families should be referred to other community agencies and services, in coordination with the DSS caseworker and planning team and the family’s plan, for those ancillary services or activities not available to the families within the respite program. Families should be encouraged to identify providers wherever appropriate. Respite care providers should represent both male and female role models for children, should be ethnically and culturally representative of the children and families served, and should be located in the area in which the child lives and be easily accessible to the child and family.

C) Identification of Target Group and Outreach

The Proposer shall facilitate rapid engagement of each family referred for services by performing outreach to ensure family involvement and identifying respite care fitting the needs of each family. The Proposer shall identify families resistant to services and develop a strategy for addressing the particular challenges posed by such families.

The Proposer shall assist each parent in obtaining appropriately supervised child care services where such services are needed to enable the parent to participate in on-site services and programs, such as parenting skills training, individual counseling or support group activities. Respite care and services will be identified and utilized based upon meeting the need(s) of each family and support the physical, emotional, cultural, spiritual and social well-being of each child. Developmentally appropriate, interesting, creative activities should be available to the children. They should be treated as individuals, acknowledging and planning for their unique needs and strengths. Family/child routines and preferences should be respected and maintained wherever possible. Children are to be provided good nutrition, and to experience good hygiene and any needed health care. Children will be protected from physical, sexual and emotional abuse by other children or care providers, and should be supervised by an adult at all times while in respite care.

The Proposer shall network with providers serving families who may be eligible for Respite care and provide those agencies with program information so that they may make appropriate referrals.

1) Social Work Services and Advocacy

Respite care staff shall use the Family Engagement and Strength Based Practice model to determine whether respite care appropriately meets each family's needs. Assessment of the reasons the parent is asking for respite care, the immediate situation, and additional family needs will determine which will require referral and follow-up.

The Proposer shall be aware of any domestic violence screening done through DSS. Proposer will conduct any subsequent or follow up domestic violence screenings and establish protocols for addressing this issue when indicated. The Proposer shall also establish connections with battered women's service providers through local domestic violence task forces. When appropriate, the respite care program shall coordinate services with a domestic violence shelter so battered women seeking shelter can place their children in the respite care program until the shelter accommodations are available.
Staff shall be aware of the full range of services available to ensure the child's safety, reduce identified risks to families, preserve and strengthen the family unit, and facilitate successful discharge from the respite care program.

The Proposer shall ensure appropriate follow-up and tracking of referrals given to Respite care clients during care and upon discharge. Respite care staff shall continue to contact the family to promote their accessing the initial appointment(s) with local service provider(s).

Programs shall ensure continuity of education consistent with the New York State Board of Education’s rules and regulations.

The Proposer at intake shall be responsible for obtaining health history information and information on the child's primary care provider. If the child has a medical condition, the Proposer shall make a contact with the child's primary care provider to obtain any information that may be critical for proper care and supervision of the child.

**D) Discharge Planning**

The Proposer shall make appropriate assessments of and referrals to address the issues underlying each family's decision to seek respite care. Through the Family Engagement and Strength Based Practice model the Proposer’s staff shall assist families in accessing the appropriate services in coordination with the family’s DSS caseworker and planning team, and in the development and implementation of the family’s plan, for those ancillary services or activities not available to the families within the respite program. Families should be encouraged to identify providers wherever appropriate. Respite care providers should represent both male and female role models for children, should be ethnically and culturally representative of the children and families served, and should be located in the area in which the child lives and be easily accessible to the child and family, and shall continue follow-up with the family until they have kept at least two appointments with the new service provider.

The Proposer shall work in concert with other providers involved with the family, including Preventive Service agencies and local providers of other family support services.
SECTION IX: STAFF DEVELOPMENT AND TRAINING

A) Staff Qualifications

The Proposer shall ensure that culturally and linguistically competent services are provided through a staff that is representative of the community served and fluent in the languages spoken by participating children and family members.

The Proposer shall profile the credentials of their staff, including, but not limited to, the number of staff, educational degrees, languages spoken and areas of specialization, and describe how these impact upon and address service needs of the targeted population.

Staff shall have demonstrated experience and skill with, and commitment to, the practices and concept of family treatment, as well as knowledge of and experience with domestic violence issues. Social work staff shall further have experience and skill with substance abuse issues.

If the County determines in good faith that the continued assignment to the County's account of a Proposer's employee or the employee of any approved subcontractor performing the services under contract with the County is not in the best interests of the County, then the County shall give the Proposer notice to that effect. After receipt of such notice, the Proposer shall have a reasonable period of time in which to investigate the matters stated in such notice, discuss its findings with the County and resolve any problems with such person. If, following such period, the County requests replacement of such person, the Proposer or the approved subcontractor, as applicable, will promptly replace that person with another person of suitable ability and qualifications in compliance with all applicable employment laws. Notwithstanding the above, the Proposer agrees to immediately remove Proposer's employee from assignment to the County's account if the County, in good faith, determines that such employee poses an imminent threat to County property or to the health, welfare or safety of County employees, contractors or visitors.

B) Staff Training

Training for all service staff may include for all appropriate staff, but is not limited to, basic interviewing and communications skills, assessment and goal setting, cultural and language sensitivity, recognizing indicators of developmental delays, substance and alcohol abuse, stress management, client outreach, engagement and retention skills, application procedures for public assistance programs and Medicaid or Medicare, working with physically and developmentally disabled clients, indicators of mental health issues and appropriate actions to take upon indication, indicators of domestic violence (including partner abuse, teen relationship violence, and elder abuse) and appropriate actions to take upon indication, working with HIV/AIDS populations, and range of crisis intervention services available to address clients needs.

The Proposer shall ensure that all appropriate staff receive training specific to the provision of community-based services, including training on community characteristics,
resources, and needs, and on how to successfully negotiate services for children within a community-based environment.

All Respite Care staff shall have annual training on infection control and universal precautions to avoid transmission of infectious diseases.

The Proposer shall train all staff in emergency medical protocols.

SECTION X: MONITORING, EVALUATION AND QUALITY IMPROVEMENT

A) Case Records and Record Keeping

The Proposer shall cooperate with Federal, State and County assessment and evaluation systems, and will provide all information necessary to allow Westchester County DSS to fulfill these responsibilities.

The Proposer shall maintain adequate case files and fiscal records, and shall ensure that staff follow appropriate record-keeping practices and procedures, in a manner which is in compliance with and support all existing Federal, State and County laws, rules and regulations and is consistent with policies, procedures and standards promulgated by Westchester County DSS.

The Agency and the Department must cooperate in collecting and entering data into the child welfare information systems (CONNECTIONS, WMS, CCRS, etc.) and any other statewide automated child welfare information system designated by the New York State Office of Children and Family Services in the form and manner required by the New York State Office of Children and Family Services and County. The Agency will provide such information to said data system as is required by the Department. The Agency, at the option of the Department, agrees to record information in WMS and CCRS, as required.

As determined by the New York State Office of Children and Family Services, CONNECTIONS will be the system of record and the Agency will have a active role in the cases participating in their PS Respite Program once PS cases are incorporated into the CONNECTIONS system. Proposer will be required to enter and maintain required child welfare information, including but not limited to, person and family information, periodic family assessment, progress notes, health and education related activities and events in CONNECTIONS. The Agency may not use its own internal system in lieu of CONNECTIONS. The Agency agrees to comply with applicable statutory and regulatory standards for recording child welfare information including, but not limited to, 18 NYCRR Parts 428, 435 and 466.

The Agency must keep all CONNECTIONS equipment secure from theft or unauthorized use.
B) Data Collection and Program Evaluation

The overarching goals of Preventive Services are to:
- prevent child abuse and neglect;
- reduce the number and percentage of placements into foster care for children receiving Preventive Services;
- reduce the number and percentage of children receiving preventive services who are the subject of subsequent abuse and neglect reports;
- serve children and their families in their community of origin;
- promote the optimal health, well being, and development of children; and
- strengthen families.

The goals of Respite Care are to:
- prevent abuse and neglect of children in families seeking respite;
- promote the optimal health, well being, and development of the child;
- ensure and promote safe reunification.

At minimum proposer will administer the Family Functioning – Case Management Outcome Portfolios developed by Westchester County and Philliber Research Associates in conjunction with some of the County’s vendor contract agencies. The Family ID Number will be the “S” Number assigned to each family. These Outcome Instruments will be administered as detailed in the Family Functioning – Case Management Outcome Portfolios. The Outcome Portfolio Family Functioning Enrollment Assessments will be completed upon initial assessment and entry into proposed PS Respite program and the Exit/Status Assessments will be conducted upon discharge or exit from the proposed Respite program m. It is this “pre” – “post” service assessment that will evidence improvement in family functioning. Proposer may administer any additional measurement tools and/or evaluation instruments if proposer so chooses to further evidence client outcomes achieved.

To the maximum extent possible, at both the case and program level, WCDSS shall monitor data to assess critical service activities and to ensure that the stated goals of the child welfare system are effectively and appropriately being met.

The Proposer shall provide sufficient information to WCDSS to enable it to collect data on performance indicators as appropriate and as part of a full evaluation process.

The Proposer shall conduct exit interviews with each child and her/his parent(s) or caretakers upon completion of Respite care services to ascertain the effectiveness of the Preventive program and to learn more about the child and family's experience. When appropriate, exit interviews shall also be conducted with members of the child's household. The Proposer shall develop its own interview instruments which will be subject to WCDSS approval. The utilization of additional methods for soliciting input on an on-going basis, such as consumer satisfaction surveys, is also strongly encouraged.

The Proposer shall describe its internal Quality Assurance systems for monitoring and reviewing program performance and designing and implementing improvement strategies.
SECTION XI: BUDGET PROPOSAL

A) OVERVIEW

A budget proposal must be submitted by each Proposer. In addition, each proposal must describe the economic benefits that will accrue to the County as a direct result of the Proposer’s performance of the contract resulting from this solicitation.

Start-up:

The Proposer should identify any start-up costs if needed. Such costs should be specified and indicated separate and apart from the operating budget.

Operating Budget:

A budget proposal should be presented in a line item format for a twelve (12) month period, which relates to the operation of the Respite for PS Families Program.

A master budget showing all program costs should be provided.

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

Budget Narrative:

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

Budget Summary:

Proposer shall also complete the Budget Summary sheet, attached hereto as Appendix “E”.

B) LINE ITEM BUDGET CATEGORIES

Personnel Services

Salaries -- each distinct position should be specified with the number of staff and total dollar amount presented for each position (indicate PT or FTE as appropriate).

Other personnel services including hourly (per diem) workers, overtime and any special stipends to staff.

Fringe Benefit costs indicate the percentage amount(s) against direct staff costs.
Equipment

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

Supplies

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

Rent & Utilities

Individual sites should be broken out with approximate square footage provided.

Expenses

Include miscellaneous items, including maintenance contracts, telephone, travel (staff), repairs, purchased services.

Indirect charges (overhead)

These are those expenses that the institution considers necessary in order to give support to the program being funded by DSS. We need evidence that those expenses are distributed proportionately among all programs of the institution. As mandated by OMB Circular A-87 the institutions will furnish at the proposal due date with an Overhead Cost Allocation, which will guarantee that all costs charged are in support of the program.
SECTION XII: START UP PLAN

A) Overview

The Proposer must provide documentation that describes how it proposes to manage the start-up of proposed program. The purpose of this section is for the Proposer to demonstrate its knowledge and experience in such transitions and to illustrate the key efforts and required periods. Sufficient detail must be presented so as to develop confidence in the Proposer’s skills.

B) Start-Up Plan

The Proposer should describe the overall transition and implementation process, both before and after the effective date of the Contract. The process should include identifying and initiating the Proposer’s staff, verifying the environment, and beginning the proposed services. The start-up plan should describe the following:

- The Proposer’s overall approach
- The major activities and schedules during the start-up period
- The roles and responsibilities of the parties during the start-up period
- The Proposer’s plan for preventing normal tasks “falling through the cracks” which could have a serious impact on the operations

C) Proposer Staffing Plans

The Proposer will identify its start-up team and their relevant experience and indicate the period of time these personnel will be dedicated to the County.

D) Asset Transfers

All assets owned by the County shall be retained by the County.
UNIFORM ACKNOWLEDGMENT

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

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

Date: _______________  ___________________________________

Notary Public

RPL § 309-a; NY CPLR § 4538
CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _______________________________________________________,
(Officer other than officer signing contract)
certify that I am the __________________________________________________ of
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
APPENDIX “A”

PROPOSER CERTIFICATIONS

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 or the Department, its directors, officers, employees or agents unless and until a formal written agreement is signed by a duly authorized officer of the County of Westchester and approved by the Office of the County Attorney.

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

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

Each person signing the proposal shall certify that:

S/He is the person in the Proposer’s organization responsible within that organization for the decision as to the prices offered in the proposal and that he has not participated, and will not participate, in any action contrary to those specified in the section of the RFP entitled “Independent Price Determination”; or

S/He is not the person the Proposer’s organization responsible within that organization for the decision as to the prices offered in the proposal and that he has been authorized in writing to act as agent for the persons responsible for such decision to certify that such persons have not participated, and will not participate, in any action contrary to those specified in the section of the RFP entitled “Independent Price Determination”.

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Proposer also certifies that it is an “authorized agency” as defined in Section 371.10 of the New York State Social Services Law.

________________________________
Proposer Name

BY:________________________________
Name

________________________________
Title
APPENDIX “B”

APPLICATION CHECKLIST

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<th>Proposal Transmittal Letter</th>
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<tr>
<td>Proposal/Signature Sheet Form attached (Appendix C).</td>
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<tr>
<td>Proposer Certification Form</td>
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<tr>
<td>Proposer Acknowledgement (Corporation)</td>
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<tr>
<td>Proposer Certificate of Authority</td>
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<td>Table of Contents</td>
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<tr>
<td>Program Narrative</td>
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<td>Narrative Followed required instructions ___Yes___No</td>
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<td>Does the proposal address every evaluation criteria?</td>
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<td>Budget Proposal</td>
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<td>Budget Summary</td>
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<td>Transition Plan</td>
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<td>Proposer included required number of References</td>
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<td>Financial Statements attached</td>
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<td>Minority/Women-Owned Business Questionnaire</td>
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<td>MacBride Principles</td>
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<td>Certificate Regarding Lobbying</td>
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<td>Certificate Regarding Drug Free Workplace</td>
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<td>Acknowledgment of Addenda Form</td>
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<td>Proposal Checklist Form attached</td>
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Proposals that do not contain all the required documents will not be reviewed or considered. Please be sure to include all information required.
APPENDIX “C”

Westchester County Department of Social Services
PROPOSER Signature Form

Name of Proposer: ________________________________

Signature of Authorized Person: ________________________________

Type in Name of Authorized Person: ________________________________

Street Name/Number: _________________________________________

City, State, and Zip Code: _________________________________________

Contact Person: ________________________________________________

Telephone Number: _____________________________________________

Fax Number: ___________________________________________________

Date: __________________________________________________________

Proposer’s Federal Employer Identification Number: _________________

Delivery Day/Completion Time: _________________________________
APPENDIX “D”

ACKNOWLEDGMENT OF RECEIPT OF RFP ADDENDA

The undersigned does hereby acknowledge receipt of the below listed addenda to the contract specifications:

Addendum No. _______________  Dated _______________
Addendum No. _______________  Dated _______________
Addendum No. _______________  Dated _______________
Addendum No. _______________  Dated _______________
Addendum No. _______________  Dated _______________

Name of Proposer: __________________________________________
Signature of Authorized Person: _______________________________
Type in Name of Authorized Person: ___________________________
APPENDIX E

BUDGET SUMMARY
12 MONTHS

Proposer Name: ________________________________________________________

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I. START-UP COSTS

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II. OPERATING BUDGET

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<th>i. PERSONNEL SERVICES</th>
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<th>ii. EQUIPMENT</th>
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<th>iii. SUPPLIES</th>
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<th>iv. RENT &amp; UTILITIES</th>
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<th>v. EXPENSES</th>
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<th>vi. INDIRECT CHARGES</th>
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TOTAL OPERATING COSTS

(i.+ii.+iii.+iv.+v.+vi.)
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 or 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 C-105.21 in duplicate. A copy of form C-105.21 is sent to the Workers' Compensation Board, Information Unit for investigation and report).

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

(b) Employer's Liability with minimum limit of $100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of $1,000,000.00 for bodily injury and $100,000.00 for property damage or a combined single limit of $1,000,000.00 (c.s.l.), endorsed to name the County of Westchester as an additional insured. This insurance shall include the following coverage:
   (i) Premises - Operations
   (ii) Broad Form Contractual
   (iii) Independent Agency and Sub-Agency
   (iv) Products and Completed Operations

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of $1,000,000.00 per occurrence for bodily injury and a minimum limit of $100,000.00 per occurrence for property damage or a combined single limit of $1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverage:
   (i) Owned automobiles.
   (ii) Hired automobiles.
   (iii) Non-owned automobiles.

(e) Professional Liability. The Agency shall provide proof of such insurance (limits of $3,000,000.00 per occurrence/$5,000,000.00 aggregate).

(f) Sexual Molestation/Physical Abuse coverage (by endorsement to existing policy or by separate policy—limits of $3,000,000.00 per occurrence/$5,000,000.00 aggregate).

(g) Crime Coverage with a minimum limit of liability of $1,000,000.00 per occurrence, including faithful performance/employee dishonesty and theft/disappearance/destruction.

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 polices shall be assumed by and be for the account of, and at the sole risk of, the Agency.
SCHEDULE “B”

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 Section 308.01 of the Laws of Westchester County, 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 in 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 that 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 that 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 that 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 “C”

CERTIFICATION REGARDING BUSINESS DEALINGS
WITH NORTHERN IRELAND

A. The Consultant and any individual or legal entity in which the Consultant 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 Consultant (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 Consultant agrees that the warranties and representation in paragraph “A” are material conditions of this Agreement. If the County receives information that the Consultant is in violation of paragraph “A”, the County shall review such information and give the Consultant opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Consultant 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 Consultant 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 Consultant. If this is a contract other than a construction contract, the Consultant 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 Consultant 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 Consultant in partial or total default in accordance with the default provisions of this Agreement. In addition, the Consultant may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Consultant, giving the Consultant the opportunity for a hearing at which the Consultant 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 Consultant: ________________________________

By (Authorized Representative): _______________________

Title: _________________________ Date: _______________
SCHEDULE “D”

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

   (a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

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

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

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

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

Date:________________________

______________________________
Signature

______________________________
Title

______________________________
Organization

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

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

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

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

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

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

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

   (1) Abide by the terms of the statement; and,

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

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

   (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
(1) Taking appropriate personnel action against such an employee, up to and including termination; or

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

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

______________________________
Organization

______________________________
Authorized Signature            Title
Date
SCHEDULE “F”

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

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

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

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

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

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

__________________________________________
Organization

__________________________________________
Authorized Signature       Title       Date

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

HIPAA Business Associate Terms

Pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, and its implementing regulation, the Standards for Privacy of Individually Identifiable Health Information, 65 Fed. Reg. 82,462 et seq. (Dec. 28, 2000) (hereinafter the “HIPAA Privacy Rule”), the COUNTY OF WESTCHESTER ("Covered Entity") and ___________________________ with an office at ______________________ ("Business Associate") (jointly “the Parties”) agree that the following terms address the requirements of the HIPAA Privacy Rule with respect to “business associates,” as that term is defined in the HIPAA Privacy Rule.

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

I. Definitions

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

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

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

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

Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including those at 45 CFR Parts 160 and 164.
II. Obligations and Activities of the Business Associate:

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

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

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

(d) The Business Associate agrees to report to the Covered Entity, as soon as reasonably practicable, when it becomes aware of any use or disclosure of the Protected Health Information not provided for by this Schedule. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware.

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

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

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

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

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

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

III. Permitted Uses and Disclosures by Business Associate

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

(a) General Use and Disclosure Provisions

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

(b) Specific Use and Disclosure Provisions:

(i) Except as otherwise limited in this Schedule, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(ii) Except as otherwise limited in this Schedule, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(iii) Except as otherwise limited in this Schedule, the Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(iv) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR 164.502(j)(1).

IV. Obligations of Covered Entity

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

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

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

V. Permissible Requests by Covered Entity

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

VI. Breach of Provisions

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

(i) provide an opportunity for the Business Associate to cure the breach or end the violation. Covered Entity shall terminate the Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Entity;

(ii) immediately terminate the Agreement if the Business Associate has breached a material term of this Schedule and cure is not possible; or

(iii) If neither termination nor cure are feasible, the Covered Entity shall report the violation to the Secretary.

(b) Effect of Termination.

(i) Except as provided in paragraph (b)(ii) below, upon termination of the Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.

(ii) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Schedule to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or
destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. Miscellaneous

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

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

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

(c) Survival. The respective rights and obligations of the Business Associate under Section VI of this Schedule shall survive the termination of the Agreement.

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

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

Contract Name and/or ID No.:  
(To be filled in by County)
Name of Contractor:  
(To be filled in by Contractor)

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

Yes ______  No ______

If yes, please provide details: __________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

B.) Related Owners:

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

Yes ______  No ______

If yes, please provide details: __________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

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

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

i. His/her spouse, children and dependents, except a contract of employment with the county;
ii. A firm, partnership or association of which such officer or employee is a member or employee;
iii. A corporation of which such officer or employee is an officer, director or employee; and
iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

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

Yes ______ No ______

If yes, please provide details:

________________________________________________________________
________________________________________________________________
________________________________________________________________

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

Name:

Title:

Date:
Useful Web Sites

- [http://www.archrespite.org/guidelines.htm](http://www.archrespite.org/guidelines.htm) - National Guidelines for Best Practice in Respite care services. “The guidelines are not attempting to set standards or requirements, but merely to establish some guidelines to assist states and local communities in developing quality respite services that meet the diverse needs of families. ARCH is a National Network and Resource Center designed to create a nationwide system of respite options that provide temporary relief and support to families and caregivers.”


- [http://www.casey.org/Resources/Archive/Publications/PlannedCrisisRespiteFamilies.htm](http://www.casey.org/Resources/Archive/Publications/PlannedCrisisRespiteFamilies.htm) - Planned and Crisis Respite for Families with Children: Results from a Collaborative Study. A collaboration of Casey Family Programs, the Child Welfare League of America, and the ARCH National Respite for Families with Children in 2001.

- [http://thearc.org/faqs/respite.html](http://thearc.org/faqs/respite.html) - ARCH: Respite Care Q&A


- [http://www.archrespite.org/ARevaluation.htm](http://www.archrespite.org/ARevaluation.htm) - ARCH Outcome Evaluation Initiative


- [http://www.archrespite.org/NRfactsheets.htm](http://www.archrespite.org/NRfactsheets.htm) - Listing of and links to ARCH Fact Sheets on Respite and Family Support


- [http://www.archrespite.org/archfs12.htm](http://www.archrespite.org/archfs12.htm) - ARCH Local Program Evaluation. ARCH Fact Sheet Number 12, July, 1992

- [http://www.westchestergov.com/youth/outcomes](http://www.westchestergov.com/youth/outcomes) - Westchester County Outcome Portfolios (also known as Philliber Outcome Portfolio’s) including the required Family Functioning – Case Management Outcome Portfolios.