

REQUEST FOR PROPOSALS
FOR
NON-SECURE JUVENILE DETENTION SERVICES

ISSUE DATE: August 19, 2026
DUE DATE: October 7, 2026 at 4:00 pm

Issued By:

Rocco Pozzi
Commissioner

Westchester County Courthouse
Department of Probation
111 Dr. Martin Luther King Jr. Blvd., 7th floor
White Plains, New York 10601

I. PROPOSAL INFORMATION

The County of Westchester (the “County”), acting by and through its Department of Probation (“Probation”), is requesting proposals from qualified vendors to provide the County with services to provide and operate a non-secure juvenile detention site and program.

Copies of this Request for Proposals (“RFP”) may be downloaded from the County’s website for RFP’s: <https://rfp.westchestergov.com/rfp/rfps> under “Non-Secure Juvenile Detention Services”.

A.) PROCUREMENT SCHEDULE

Issue Date:	August 19, 2026
Requests for Clarification Due:	August 26, 2026 at 12:00 pm
Written Responses to Requests for Clarification Posted:	on or before September 2, 2026
Due Date:	October 7, 2026 at 4:00 pm
County-Optional Site Visits to Proposer Site(s):	on or before October 21, 2026

All times specified above and elsewhere in this RFP shall be understood to be Eastern Time.

B.) REQUESTS FOR CLARIFICATION

All requests for clarification must be submitted, as set forth below, no later than 12:00 pm on August 26, 2026. All requests for clarification must be emailed to Mary Frascello, Deputy Commissioner of Probation, at MAF1@WestchesterCountyNY.gov

The subject line of the email message must read “Request for Clarification – Non-Secure Juvenile Detention Services” and, where technologically available, the email message must have an indicator marked for ‘urgent’, ‘high importance’, or an equivalent.

Formal written responses will be distributed by the County on or before September 2, 2026, and will be posted on the County website for RFPs: <https://rfp.westchestergov.com/rfp/rfps>

NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUESTS FOR CLARIFICATION.

C.) PROPOSAL CONTENT

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

- 1.) Cover letter, conforming to the guidelines specified below.
- 2.) Proposer Certification (Section IV)
- 3.) Schedule “D”: Questionnaire Regarding Business Enterprises Owned and

- Controlled by Persons of Color or Women
- 4.) Schedule “E”: Certification Regarding Business Dealings with Northern Ireland
 - 5.) Schedule “F”: Disclosure of Relationships to County
 - 6.) Schedule “G”: Criminal Background Disclosure
 - 7.) Schedule “H”: Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans.
 - 8.) The proposer’s responses to the questions outlined in Schedule “A”
 - 9.) Cost proposal, consisting complete summary pages, as shown in Schedule “B”, and completed versions of the required cost proposal forms in Schedule “B” for **each year** of the anticipated term (i.e., year 1; year 2, which is the first option year; year 3, which is the second option year; year 4, which is the third option year; year 5, which is the fourth option year; and year 6, which is the fifth option year).

Please be advised that each proposal must conform to the following guidelines:

- 1.) Each proposal **MUST** be signed with **ORIGINAL SIGNATURES** on **ALL DOCUMENTS** that require signatures.
- 2.) The proposal must contain a cover letter, written on the proposer’s letterhead, which states the date of submission of the proposal and states the following: “This proposal constitutes a valid, binding and continuing offer at the prices set forth in this proposal for a period of one hundred and twenty (120) days from the date of submission of this proposal.”

The cover letter must be signed by a person authorized by the proposer to make a binding proposal. Any proposal that lacks the required statement or has an unsigned cover letter will be rejected.

- 3.) All corrections made by the proposer must be made prior to the due date for proposals, and must be initialed and dated by the proposer. No changes will be allowed after the due date for proposals.

Please also be advised that the County is not seeking proposals that were expensive to prepare or are unnecessarily elaborate. Proposers should place emphasis on conciseness, completeness, and clarity of content, with a proposal that is straightforward and simply and economically prepared.

D.) PROPOSAL SUBMISSION

Each proposer must submit:

- (A) one (1) original hard-copy of its proposal,
- (B) eight (8) hard-copy copies of its proposal.
- (C) one (1) electronic copy of its proposal, in Adobe Acrobat (PDF) format.

The above-specified hard-copy materials must be submitted to the following address:

Westchester County Courthouse
Department of Probation
111 Dr. Martin Luther King Jr. Blvd., 7th floor
White Plains, New York 10601
Attention: Mary Frascello, Deputy Commissioner

The hard-copy proposal must be in a sealed envelope clearly marked: “Proposal – Non-Secure Juvenile Detention Services”.

The above-specified electronic copy must be submitted to:

MAF1@WestchesterCountyNY.gov

The subject line of the email message must read “Proposal – Non-Secure Juvenile Detention Services” and, where technologically available, the email message must have an indicator marked for ‘urgent’, ‘high importance’, or an equivalent.

The original and all copies of each proposer’s proposal must be received by the County by the stated due date. The County is not responsible for any internal or external delivery delays that may cause the proposer’s proposal to arrive beyond the deadline. The County will not accept proposals submitted in any manner other than what is specified above (e.g., e-mailed or faxed proposals will not be accepted). To be considered, a proposal MUST arrive at the address specified herein prior to the deadline. By submitting a proposal in response to this RFP, the proposer is representing and warranting to the County that the proposer is not in arrears upon any debt or in default of any obligation owed to the County, or to the State of New York or the United States or any instrumentality thereof. 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 or to the State of New York or the United States or any instrumentality thereof. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

E.) PRESENTATION/INTERVIEW; COUNTY-OPTIONAL SITE VISIT

Each proposer may be required to provide an oral presentation to, and be interviewed by, the County to clarify and elaborate on the written proposal. Please be advised that the County may, in its discretion, elect to conduct such presentations/interviews via a video conferencing platform such as WebEx.

Each proposer may, at the County’s option and election, be required to host the County for a visit to the proposer’s proposed site(s) for the provision of the services solicited by this RFP.

F.) RFP AMENDMENTS OR ADDENDA

Should the County find it necessary to amend this RFP and/or issue any addenda, such documents will be posted to the County’s website for RFPs:

<https://rfp.westchestergov.com/rfp/rfps>

Each prospective proposer shall have an affirmative obligation to monitor the County’s website for RFPs in order to ensure that it is aware of each amendment and/or addendum that is issued.

II. BACKGROUND, SCOPE OF WORK, AND ANTICIPATED TERM

A.) BACKGROUND

In accordance with Section 218-a of the County Law, the County Executive has designated Probation responsible for the administration of the County’s juvenile non-secure detention program. Probation is therefore responsible for assuring that “adequate, suitable and conveniently accessible accommodations” will be available when required for the “temporary care, maintenance and security of alleged and convicted juvenile offenders, alleged and adjudicated juvenile delinquents including “alleged and adjudicated juvenile delinquents held for or at the direction of a family court”, (for both ‘RTA’—Raise The Age—and non-RTA) pursuant to law.

A large proportion of the juvenile non-secure detention program admissions are remands from the Family Court after a preliminary hearing has been held. In such a case, a Probation Officer is assigned to conduct a pre-disposition investigation after the fact-finding is concluded. This means there is a need to coordinate information between Probation and the Contractor.

Over the past nine (9) years, the County’s non-secure juvenile detention program has served, on average, an overall average daily census of seven (7) youth, with annual number of care days as follows:

YEAR	TOTAL CARE DAYS	AVERAGE DAILY CENSUS
2017	1903	6
2018	2339	7
2019	3020	9
2020	1725	5
2021	1402	4
2022	1957	6
2023	1521	5
2024	1101	4
2025	1076	3

In all matters and determinations related to the non-secure juvenile detention services, safety and security are the paramount consideration.

The large majority of youth have, historically, been between fifteen (15) and seventeen (17) years of age at the time of admission. However, the ‘Raise The Age’ law, which was enacted in 2018, resulted in non-secure juvenile detention facilities housing and conducting programming for youths who are older, often with more complex problems, and who are involved in more serious crimes. There has been an increase in remanded youth suffering from serious mental

health issues or diagnoses. Most such youths have significant trauma histories and many have some type of gang affiliation or involvement.

The youth is expected to be a mixed juvenile delinquent population. The proportion of male/female-identifying youth is roughly 49%/49%; however, the County has seen an increase in the LGBTQIA+ youth population, which increases the need for flexibility in housing options and safety considerations. Minorities comprise a significant proportion of the cases. Spanish-speaking youth are coming to comprise a significant part of the census. Accordingly, as specified below, culturally competent and diverse programming and staff are required.

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

Research evidences that disproportionate minority confinement is evident in juvenile and in-care populations nationally, regionally and locally. Probation aims to employ best practices to better understand this, and how detention operates, and thereby successfully address disparity, disproportionate minority representation, and youth ending up in non-secure detention that would be better served through other less restrictive services or systems. This strengthens the need for strong alternative to detention programming which can provide additional programming, immediacy of response and structured supports prior to detention or as a step down from detention. Utilizing best practices to address such issues has proven effective in establishing baseline measurement to identify the issues and contributing factors, implementing effective change, and evidencing data driven success.

There are a number of “systems” factors about which each proposer should be aware. Westchester County has six (6) Family Court judges located in three (3) districts: White Plains, Yonkers, and New Rochelle. Probation is likewise decentralized into three (3) district offices. Moreover, the County is served by forty-eight (48) municipal police departments. These factors create logistical challenges for detention facilities, including transportation and simultaneous court appearances, as well as issues attendant to the need to coordinate a multitude of systems. Sometimes, as a result of a youth’s mental state, the youth is court-ordered to a double remand prior to their admission/readmission to the non-secure facility. This means the youth must be taken for a mental health evaluation for health and safety reasons.

B.) SCOPE OF WORK

The successful proposer will provide the County with the scope of work specified in Schedule “I”.

C.) ANTICIPATED TERM

The term of any agreement resulting from this RFP is anticipated to be one (1) year and one day, commencing on December 31, 2026, with the County having the option, in its sole discretion, to extend the term by up to five (5) additional one (1) year terms.

III. LEGAL

A.) UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this RFP, the proposer agrees to and understands that:

- any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the County of Westchester and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the County of Westchester for the required services;
- by submitting a proposal, the proposing entity agrees and understands that the County of Westchester is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Westchester, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Westchester County Board of Acquisition & Contract and the Office of the Westchester County Attorney.

In addition to the foregoing, by submitting a proposal, the proposing entity also understands and agrees that the County of Westchester reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this RFP, except to the extent restricted by applicable law, including, but not limited to, the Westchester County Procurement Policy, as amended:

- To reject proposals that do not conform in all material respects to the RFP or meet the minimum requirements;
- To reject all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;
- To waive any irregularities in proposals received;
- To negotiate for amendments or other modifications to proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;

- To enter into one or more agreements, for all or only portions of the services solicited by this RFP, with one or more of the proposers, or to not to enter into an agreement for any of the services solicited by this RFP; and
- To select the proposal from a responsible proposer that is most advantageous to the County and not necessarily on the basis of price or any other single factor or criterion.

While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law §103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;

The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal.

The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

B.) PROPOSAL EVALUATION

In selecting a proposer with whom to commence contract negotiations, and in ultimately awarding this RFP, the County will choose the proposal from a responsible proposer that is most advantageous to the County, and otherwise in accordance with the County's Procurement Policy.

In order to determine what proposal is most advantageous, the County will evaluate all proposals on the basis of the criteria specified below, and weigh those criteria in the manner specified below. As indicated below, while the costs associated with the services will be one of the criteria, it is not the sole criterion.

- 1.) 15 points out of 100: Ability, qualifications, and experience of the proposer (and any proposed subcontractor(s)) and the proposer's program/operational staff (and the staff of any proposed subcontractor(s)), both in general and in providing services similar to those solicited by this RFP.
- 2.) 15 points out of 100: Ability, qualifications, training, and experience of the proposer's administrative staff and leadership (and the staff of any proposed subcontractor(s)), both in general and in providing services similar to those solicited by this RFP.
- 3.) 50 points out of 100: Service methodology and approach, including the proposed work plan and approach for providing the services solicited by this RFP. This includes, but is not limited to, consideration of whether said work plan and approach demonstrates a thorough understanding of the solicited work and the activities and steps that will have to be taken to provide the necessary services and whether said work plan (including its timeframes and implementation approach) is suitable and reasonable.
- 4.) 20 points out of 100: The cost proposal, including, but not necessarily limited to, consideration of the reasonableness of proposed costs and the proposed costs being consistent with what is needed to provide the services solicited by this RFP.

C.) CONTRACT

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

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

1.) INSURANCE, INDEMNIFICATION, AND DEFENSE

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

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

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

(c) in the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

In addition to the foregoing, and without limiting any of the foregoing, the Contractor shall indemnify and hold harmless the County, its officers,

employees, and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of any escape.”

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

2.) NON-DISCRIMINATION

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

3.) COMPLIANCE WITH LAWS

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

4.) RECORDS

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

Notwithstanding the foregoing, all work performed by Contractor under this Agreement by the Contractor are to be considered “works made for hire.” If any of the work performed does not qualify as “works made for hire,” the Contractor hereby assigns to the County all right, title and interest

(including ownership of copyright) in such work and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Contractor agrees to assist the County, if required, in perfecting these rights. The Contractor shall provide the County with at least one copy of each deliverable.

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

5.) FUNDING AND APPROPRIATIONS

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

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

The parties also recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the

County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

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

D.) NON-COLLUSION

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

By submission of this proposal, the proposer and each person signing on behalf of the proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as

to any matter relating to such prices with any other proposer or with any competitor; and

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

If the proposer cannot make the above certification, the proposer shall include in its cover letter a statement saying that the proposer cannot make the above certification and setting forth in detail the reasons why it cannot do so.

E.) CONFLICT OF INTEREST

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

F.) CONTENTS OF PROPOSAL AND FREEDOM OF INFORMATION LAW

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

a) Insert the following notice in the front of its proposal:

“NOTICE

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

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

obligated by law.”

and

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

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

G.) MBE/WBE

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises which are owned and controlled by persons of color or women in contracts and projects funded by the County. Therefore, all proposers are required to complete the questionnaire attached to this RFP as Schedule “D”.

H.) 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 “E”. Therefore, all proposers are required to submit with their proposal the Certification Form attached to this RFP as Schedule “E”.

I.) REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

J.) CRIMINAL BACKGROUND DISCLOSURE

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

K.) SERVICE-DISABLED VETERANS

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts

of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, all proposers are required to complete the questionnaire attached to this RFP as Schedule "H".

[NO FURTHER TEXT ON THIS PAGE]

IV. PROPOSER CERTIFICATION

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

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

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

Proposer Name

By: _____
Name:
Title:

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

ACKNOWLEDGMENT

STATE OF _____)
) ss.:
COUNTY OF _____)

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

Date: _____

Notary Public

SOLE CORPORATE OFFICER ACKNOWLEDGMENT

STATE OF _____)
) ss.:
COUNTY OF _____)

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

Notary Public

SOLE LLC MEMBER ACKNOWLEDGMENT

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned,
personally appeared _____, personally known to me or proved to me
(Name of Sole Member)
on the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her capacity as
Managing Member and sole member of _____,
(Name of LLC)
the LLC described in and which executed the within instrument, and acknowledged that he/she
owns the entire ownership interest in the LLC, and that by he/she signed the within instrument
on behalf of said LLC.

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

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

certify that I am the _____ of
(Title)

the _____ a corporation duly
(Name of Corporation)

organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law)

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

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

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

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

(Signature)

STATE OF _____)
) ss.:
COUNTY OF _____)

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

Notary Public

CERTIFICATE OF AUTHORITY
(LIMITED LIABILITY COMPANY)

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

certify that I am a _____ of _____
(member/manager) (Name of Limited Liability Company)

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

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

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

(Signature)

STATE OF _____)
) ss.:
COUNTY OF _____)

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

Notary Public

CERTIFICATE OF AUTHORITY
(PARTNERSHIP)

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

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

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

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

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

(Signature)

STATE OF _____)
) ss.:
COUNTY OF _____)

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

Notary Public

CERTIFICATE OF AUTHORITY
(LIMITED LIABILITY PARTNERSHIP)

I, _____, certify that I am a
(Partner other than Partner signing the document for the LLP)

Partner of _____
(Name of Limited Liability Partnership)

(the "LLP"), a partnership duly organized under _____,
(Law under which partnership is organized)

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

who signed said document on behalf of the LLP was, at the time of signing, a Partner of said LLP; that said document was duly signed for and in behalf of said LLP and as the act and deed of said firm for the purposes therein mentioned.

(Signature)

STATE OF _____)
) ss.:
COUNTY OF _____)

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

Notary Public

SCHEDULE “A”

On one or more separate sheets of paper, please answer each question listed below. Please be sure to thoroughly answer each question and provide all necessary information. However, as noted previously in Section I(C) of this RFP, please make your best effort to be as brief, concise, and economical as possible in the preparation of your proposal; the County is not seeking unnecessarily lengthy or elaborate proposals.

1.) Provide the following information regarding the proposer:

PLEASE NOTE: The entity named in response to question ‘A’, below, must be the entity that ultimately contracts with the County for the services solicited by this RFP. The proposer’s responses to the other items below must be for that specific entity that is submitting the proposal as the proposer. If the proposer is proposing to have one or more other entities provide portions of the services solicited by the RFP, that can be proposed in response to question ‘M’, below. However, the name proposer will still be required to be the entity that actually contracts with the County.

- A. Proposer’s Name
- B. Proposer’s Address
- C. Proposer’s Telephone Number
- D. Proposer’s Fax Number
- E. Proposer’s Federal ID Number
- F. Proposer’s State of Incorporation/Organization/Filing
- G. Proposer’s Contact Person’s Name and Title
- H. Proposer’s Contact Person’s Telephone
- I. Proposer’s Contact Person’s Email Address
- J. The year the proposer was founded.
- K. Total number of employees employed by the proposer.
- L. Provide a list of client references, from within the past three (3) years, for services of similar size and nature as those solicited by this RFP. These references will preferably, if possible, be government or other public entities, and preferably located within New York State. Preferably, at least three (3) references will be provided. Include the organization’s name, addresses, and telephone numbers; the name and title of the organization’s representative/contact; and the nature of the services provided by the proposer.
- M. A list of all entities to whom the proposer is proposing to subcontract any portion(s) of the work solicited by this RFP. For each proposed subcontractor, the proposer must:
 - 1.) provide all of the information requested in ‘A’ through ‘L’, above;
 - 2.) detail all portions of the solicited services that are proposed to be performed by such subcontractor;
 - 3.) provide the subcontractor’s own responses to questions #2 and #3; and
 - 4.) provide, in the proposer’s response to question #4, additional information from the proposed subcontractor when appropriate and relevant to the portions of the solicited services that are proposed to be performed by

such subcontractor, with all such additional information labeled as having been provided by the proposed subcontractor.

If the proposer is not proposing any subcontractor(s), the proposer must specify that in response to this question 'M'.

- 2.) Describe the proposer's ability, qualifications, and experience, both in general and in providing services similar to those solicited by this RFP, including any provision of residential programs, including, without limitation, those for troubled adolescents, those with expected short lengths of stay, those who are involved in the juvenile justice system, and/or those who exhibit or have the potential to exhibit violent behavior; and any provision of other types of care and supervision for such persons. Be sure to specify, in detail, any and all experience operating non-secure facilities. Be sure to specify any and all pertinent experience gained in working with the County and/or counties of similar size, geography, and demographics to Westchester. Be sure to address the proposer's current staff capacity and availability, and its ability to have additional staff members provide services to the County if it becomes necessary to do so. Provide an organizational chart and specify the relationship of positions/titles, and various divisions and programs of the proposer, to each other.
- 3.) Describe the ability, qualifications, training, and experience—both in general and in providing services similar to those solicited by this RFP—of the proposer's staff that would be assigned to provide the solicited services. Be sure to specify compliance with applicable law and regulations regarding such training, experience, and the like. Provide a resume (including all necessary information concerning professional qualifications, certifications, experience, and subject matter expertise) for each identified staff member. Identify one of the staff members as the project manager who will be the primary point of contact for the County. Please include an organizational staff chart identifying and detailing the role of all staff that will be providing services, and their place within the structure of the proposer.
- 4.) Provide a detailed work plan and approach for providing the services solicited by this RFP, including all of the activities and steps that the proposer believes will have to be undertaken in order to provide the solicited services, including the proposer's 'start-up' plan, including the proposer's plan to 'staff-up' for the start of services.

Specify the proposer's philosophy underlying, including that underlying direct care and behavior management of those persons to be served.

Specify the proposer's methodology for ensuring that the proposer meets the needs all persons to be served by the services.

Specify the proposer's plan for minimizing issues and incidents involving/among the persons to be served.

Specify whether, and to what extent, the proposer uses best-practices, evidence-based programs and service designs, and operates based upon outcome-driven and research-based data.

Specify a full and complete staffing plan, including the anticipated personnel to be assigned to each of the activities/steps identified, including each person's anticipated specific responsibilities and the extent of their respective roles (including in terms of quantifies 'FTEs').

Specify the role of administrators and managerial staff in performing and/or overseeing the performance of services and ensuring performance and accountability.

Specify the proposer's orientation and on-going training plans for the proposer's staff.

Specify any necessary, related services that will be provided as part of the provision of the solicited services.

Specify the site(s)/location(s) to be used to provide each and every aspect of the services solicited by this RFP.

Specify a detailed plan for housing.

Specify how transportation of JDs (including, without limitation, transportation to and from court appearances, medical appointments, and other detention facilities) will be handled, describing the type, make, and model of any vehicle(s), number of vehicles, and any and all special features in the vehicles (e.g., wheelchair usability, etc.).

Describe the nature of the proposer's program for behavior management, education (including providing individualized educational services and any enrichment or support services), medical services (including assuring the delivery of medical, dental, and mental health services, including intake physicals within forty-eight (48) hours; and how the proposer will integrate clinical consultation and court-ordered assessments), structured recreation (including the proposer's approach and philosophy behind recreation and cultural enrichment activities and how this will be accomplished), casework (including a description of how individual service plans will be developed and the nature and frequency of social worker contact with the residents and the nature and frequency of individual case reviews), and all other such programs and services to be provided. Describe the proposer's plan for the issuance of clothing and personal hygiene articles.

Specify the anticipated time to be expended on each of the activities/steps identified. Specify any and all interrelationships between various activities/steps. Be sure to specify any proposed subcontracting of any portion of the services solicited by this RFP.

Regarding the Alternative to Detention Program:

— Explain how the proposer plans to safely manage youth with significant criminogenic needs, engage families, coordinate with probation and the courts, and produce measurable outcomes.

— Describe the proposer's experience operating juvenile justice programs, particularly

alternatives to detention, diversion, intensive supervision, or community-based intervention programs.

— Describe programs the proposer has operated for youth at high risk of detention or residential placement

— Provide examples of the proposer’s successful partnerships with probation departments, family courts, law enforcement, schools, and community providers.

- 5.) Provide a budget narrative and otherwise thoroughly describe how the various costs proposed, as shown in Schedule “B”, are reasonable, cost-effective, cost-efficient, and consistent with what is needed to provide the services solicited by this RFP.

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE “B” **COST PROPOSAL**

Any agreement resulting from this RFP will operate based upon the following terms and, therefore, each proposer’s cost proposal shall take into account all of the following:

- The finalized, negotiated budget will have a not-to-exceed amount. The successful proposer (the “Contractor”, within this Schedule “B”) will not be paid any amount beyond the not-to-exceed amount. The Contractor shall not charge any persons any additional fees, of any type, for the services for which the County contracts with the Contractor. The finalized, negotiated budget must include all costs for which the Contractor will seek payment by the County. Any yearly salary increments must be included in the applicable budget form(s) to be submitted as part of the proposal, and then be included in the finalized, negotiated budget, or such costs will not be allowable.
- The Contractor will only be paid for costs incurred in the actual performance of the services for which it is contracted.
- At the end of each contract year, the Contractor shall submit a report of actual program expenditures. Probation and the Contractor will then reconcile reimbursements to expenditures; however, in no event will total payments to the Contractor exceed the total annual not-to-exceed amount for the applicable contract year. The Contractor will, therefore, be assured of full reimbursement, within the applicable annual not-to-exceed amount, for all funds properly expended, documented, and correctly invoiced within the approved budget.
- Justifiable deviations in line-item expenditures against the budget may be allowable at the discretion of Probation, but only with the express, written approval by the Commissioner of Probation. Such deviations shall be specified and requested, in writing, in advance, to the maximum extent that such deviations can be anticipated.
- The Contractor shall provide invoices and evidence of expenses to Probation’s Accounting Division in the manner required by Probation, with back-up verification and documentation as requested. The Contractor shall take measures to minimize accounting errors; any errors may affect timely payment.
- At the County’s election, a five percent (5%) retainage may be held by the County on all payments, until the Contractor’s audit report related to the program, for the annual contract period, has been approved. An approved audit report must be submitted by the Contractor with a notarized verification form of submitted expenses, in writing, indicating all financial expenses are accurate for the annual contract period. Once this has been confirmed by the County, any such retainage will be released within thirty (30) days thereafter.

On the Proposed Budget Form pages:

- If the proposer believes it is absolutely necessary to have a separate budget of solely ‘start-up’ costs, the proposer is permitted to submit two (2) budgets marked for the initial term (i.e., Year 1 — 12/31/26 through 12/31/27), with the second budget being only ‘start-up’ costs, and clearly notated and marked as such accordingly. These costs (if any are being separately budgeted) shall be kept to a minimum. These costs will be part of the total not-to-exceed amount of the initial term, as will be shown on the ‘summary’ sheet completed by each proposer.
- Each proposer is free to add additional lines, for each line item, as needed (e.g., for more employees).
- Regarding personnel salaries, each distinct position shall be specified, indicating the FTE amount, or partial FTE/PT amount, or per diem, as appropriate. Any other personnel costs (e.g., overtime, for the employees subject to overtime laws; stipends to employees; etc.) shall be specified in line-items within the personnel category, with an emphasis on detail and clarity about the services and costs.
- Regarding equipment, indicate, for each line-item, classes of durable items, and specify costs by type (e.g., automotive, furniture, fixtures, office). Leased equipment shall be noted as such in appropriate line-items, with the lease rate indicated.
- Regarding supplies, indicate, for each line-item, non-durable, consumable items, and specify costs by type (e.g. food, household, office, recreation, school, etc.)
- Regarding other costs, indicate the costs on appropriate line-items as shown on the form (e.g., telecommunications, rent, etc.) and, only in the case where there is not an appropriate other line-item, specify other costs under the miscellaneous line-item.
- The ‘Administrative & Overhead’ line is capped at 14.3% against direct expenses. If this line is not itemized, the Contractor will be required to justify the indirect charge rate in future claims for reimbursement.

[NO FURTHER TEXT ON THIS PAGE]

SUMMARY TOTAL OF ALL COSTS
EXCEPT ALTERNATIVE TO DETENTION PROGRAM

<u>TERM/YEAR</u>	<u>TOTAL NOT-TO-EXCEED AMOUNT</u>
YEAR ONE (Initial Term; 12/31/26, 1/1/27 – 12/31/27):	\$ _____
YEAR TWO (1st Option Year; 1/1/28 – 12/31/28):	\$ _____
YEAR THREE (2nd Option Year; 1/1/29 – 12/31/29):	\$ _____
YEAR FOUR (3rd Option Year; 1/1/30 – 12/31/30):	\$ _____
YEAR FIVE (4th Option Year; 1/1/31 – 12/31/31):	\$ _____
YEAR SIX (5th Option Year; 1/1/32 – 12/31/32):	\$ _____

[NO FURTHER TEXT ON THIS PAGE]

SUMMARY TOTAL OF ALL COSTS
OF ALTERNATIVE TO DETENTION PROGRAM ONLY

<u>TERM/YEAR</u>	<u>TOTAL NOT-TO-EXCEED AMOUNT</u>
YEAR ONE (Initial Term; 1/1/27 – 12/31/27):	\$ _____
YEAR TWO (1st Option Year; 1/1/28 – 12/31/28):	\$ _____
YEAR THREE (2nd Option Year; 1/1/29 – 12/31/29):	\$ _____
YEAR FOUR (3rd Option Year; 1/1/30 – 12/31/30):	\$ _____
YEAR FIVE (4th Option Year; 1/1/31 – 12/31/31):	\$ _____
YEAR SIX (5th Option Year; 1/1/32 – 12/31/32):	\$ _____

[BUDGET FORMS TO BE COMPLETED BEGIN ON THE FOLLOWING PAGE]

[NO FURTHER TEXT ON THIS PAGE]

PROPOSED BUDGET FORM — PART 1
ALL WORK EXCEPT ALTERNATIVES TO DETENTION PROGRAM

Proposer's Name: _____

Year ____ (*January 1, 20__ to December 31, 20__)
 * = For Year 1, this will be
 December 31, 2026

Personnel:

Salaries

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

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

OTPS (Other Than Personnel Services):

Telecommunications		\$
Rent		\$
Supplies		\$
Utilities		\$
Equipment		\$
Maintenance	If maintenance is performed by a salaried employee, the salary should be included in the Administrative & Overhead category unless the staff is exclusively hired for the program.	\$
Travel		\$
Miscellaneous	This should be specified in order not to include expenses already stated above.	\$
Total OTPS		\$

Total Direct Costs	Total of Salaries & Fringe and OTPS	\$
Administrative & Overhead		\$
A&O as % of Total Direct Costs		____%

TOTAL BUDGET \$

[NO FURTHER TEXT ON THIS PAGE]

PROPOSED BUDGET FORM — PART 2
ALTERNATIVES TO DETENTION PROGRAM ONLY

Proposer's Name: _____

Year ____ (January 1, 20__ to December 31, 20__)

Personnel:

Salaries

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

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

OTPS (Other Than Personnel Services):

Telecommunications		\$
Rent		\$
Supplies		\$
Utilities		\$
Equipment		\$
Maintenance	If maintenance is performed by a salaried employee, the salary should be included in the Administrative & Overhead category unless the staff is exclusively hired for the program.	\$
Travel		\$
Miscellaneous	This should be specified in order not to include expenses already stated above.	\$
Total OTPS		\$

Total Direct Costs	Total of Salaries & Fringe and OTPS	\$
Administrative & Overhead		\$
A&O as % of Total Direct Costs		____%

TOTAL BUDGET \$

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Contractor)

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. The Contractor shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Contractor shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

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 Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

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

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov/>

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

(b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 () per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

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

(c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

All Contracts involving the use of explosives, demolition, and/or underground work shall provide proof that XCU is covered.

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

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

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

(f) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/\$3,000,000.00 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

- (i) Misconduct
- (ii) Abuse (including both physical and sexual)
- (iii) Molestation

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

(a) Insurers shall have no right to recovery or subrogation against the County (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 is named as an insured, shall not apply to the County.

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

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

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE “D”

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

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

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

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise (“MBE”) or women business enterprise (“WBE”) pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

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

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

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

_____ No

_____ Yes

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

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

_____ Women

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

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

SCHEDULE “E”

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

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

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

(1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;

(2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;

(3) ban provocative religious or political emblems from the workplace;

(4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;

(5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;

(6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;

(7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;

(8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and

(9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

C. For purposes of this Certification, “Northern Ireland” shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.

D. The Contractor agrees that the warranties and representation in paragraph “A” are material conditions of this Agreement. If the County receives information that the Contractor is in violation of paragraph “A,” the County shall review such information and give the Contractor opportunity to respond. If the County finds that such a violation has occurred, the County may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the County may procure the supplies, services or work from another source in

accordance with applicable law. The Contractor shall pay to the County the difference between the contract price for the uncompleted portion of the agreement and the cost to the County of completing performance of the agreement either by itself or by engaging another contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the County would have paid the Contractor plus any reasonable costs the County incurs in any new procurement and if this is a construction contract, the County shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of the agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the County hereunder shall be in addition to, and not in lieu of, any rights and remedies the County has pursuant to the agreement or by operation of law or in equity.

Agreed:

Name of Contractor: _____

Signature: (Authorized Representative) _____

Title: _____ Date: _____

SCHEDULE "F"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

Yes _____ No _____

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

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

Yes _____ No _____

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

- 3.) Do any County officers or employees have an **interest**¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

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

SCHEDULE "G"
CRIMINAL BACKGROUND DISCLOSURE
INSTRUCTIONS

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

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

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

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

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

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

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal

¹ For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

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

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

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

Exemptions

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

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

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer². The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

² Procuring Officer" shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(1)(a) of the Laws of Westchester County, the Purchasing Agent.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

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

New Persons Subject to Disclosure

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

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION

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

I, _____, certify that I am a principal or a
(Name of Person Signing Below)

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

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

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

If none, check this box: ☐

1. _____

2. _____

3. _____

(If more space is needed, please attach separate pages labeled "REFUSED to Answer - Continued.")

I certify that the names and titles of Persons Subject to Disclosure who answered "Yes" to **either of the** questions above are as follows:

If none, check this box: ☐

1. _____

2. _____

3. _____

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

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

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

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

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

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

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

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

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

Notary Public

Date

SCHEDULE “H”

For Informational Purposes Only

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY SERVICE-DISABLED VETERANS

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, we request that you answer the questions listed below.

The term “Certified Service-Disabled Veteran-Owned Business” shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 17-B of the Executive Law).

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

_____ No
Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

_____ No
Yes

If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing Questionnaire: _____

Signature: _____

STATE OF _____)
COUNTY OF _____) ss.:

Notary Public

Date: _____

SCHEDULE “I”
SCOPE OF WORK

The successful proposer (the “Contractor”, within this Schedule “I”) shall provide all of the services described below (the “Work”).

As noted in Section III(A) of this RFP, the County reserve the right to enter into an agreement for all or only portions of the services solicited by this RFP. Accordingly, without limiting the generality of that language, the County notes that it reserves the right to determine, in its sole discretion, whether to include or exclude the Alternative to Detention (ATD) program from any contract that results from this RFP. As specified in this RFP, each proposer shall submit responses to the questions in Schedule “A” concerning the ATD program, and submit a separate budget for those services.

GENERAL

The Contractor shall comply, and shall ensure that the Work provided complies, in all respects, with all applicable federal, state, and local law, as well as any and all rules, regulations, guidance, and the like of any applicable governing administrative and regulatory agencies, including, without limitation, the terms of 9 NYCRR 180-1.9, New York State Social Services Law §460-a, and guidance from the New York State Office of Children and Family Services (“OCFS”). The County shall provide all oversight, including administrative oversight, of the Work.

The Contractor shall provide one or more sites, and manage and operate the site(s), including all aspects of a non-secure juvenile detention program and facility, including the provision of residential and other related support services. Any proposed changes in the location(s) of the site(s) shall be subject to the consent of Probation, which shall be subject to its complete and absolute discretion. Regarding detention, and the facility/ies to be provided:

- 1.) Detention is the temporary care and maintenance of youth held away from their homes pursuant to Article 3 of the Family Court Act, or held pending a hearing of alleged violation of the conditions of release from a division facility or authorized agency, or held pending a hearing for alleged violation of the condition of parole as a juvenile offender or held pending return to a jurisdiction other than the one in which the youth is held, or held pursuant to a securing order of a criminal court if the youth named therein as principal is charged as a juvenile offender or held pending a hearing on an extension of placement or held pending transfer to a facility upon commitment or placement by a court. Only alleged or convicted juvenile offenders who have not attained their eighteenth birthday shall be subject to detention in a detention facility. (Executive Law §502.3.)
- 2.) A juvenile detention facility is a facility certified by OCFS, for care of children detained in accordance with provisions of the Family Court Act, regulations of the division, and Criminal Procedure Law, and as per OCFS, 9 NYCRR, Part 180 Regulations, which are the guidelines for the operation of such a facility (and these regulations are hereby incorporated by reference into this RFP). A non-secure detention facility is a juvenile

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

The Contractor shall make reasonable efforts to assure the court appearances of alleged juvenile delinquents (“JDs”) detained pursuant to Article 3 of the New York State Family Court Act or Article 510 of the New York State Criminal Procedure Law. A JD is a youth between the ages of twelve (12) and fifteen (15) who has committed a non-designated felony offense. Sixteen (16) and seventeen (17) year-olds charged with misdemeanors or felonies who have been removed from Criminal/Supreme Court are JDs. All juvenile delinquency cases are heard in Family Court.

The Contractor shall provide the County with the Work for a maximum of eight (8) youths (i.e., provide this many ‘beds’) each day/night.

The Contractor shall provide the required beds either in a single, up to eight (8) bed facility, or in multiple facilities of smaller quantities of beds (each such facility, a “Facility”). In either case, each Facility shall provide separate rooms for youths.

Each Facility shall provide accommodation for each of female identifying, male identifying, non-binary, transgender, and questioning youth/emerging adults.

Each Facility shall be certified by the OCFS prior to the performance of any Work. If the Contractor does not obtain such certification, the County will be permitted to terminate any contract executed with the Contractor for the Work and otherwise seek to make a new contract award for the Work.

The youths to be served by the Work will primarily originate from New York State’s 9th Judicial District—with bed priority given to those from Westchester County—but may originate from any county in New York State.

The population to be served consists of youths who are at least twelve (12) years of age and less than eighteen (18) years of age at the time they are alleged to have committed the acts leading to their detention. Due to the fact that a youth may be arrested for a JD charge up until the day before their 18th birthday, or an ‘Adolescent Offender’ case be transferred to Family Court after a youth is 18 years of age, a Facility may, at times, be housing persons over 18 years of age.

The Contractor shall have a plan to separate youths by age, sex assigned at birth, and gender self-identification. The Contractor shall have a plan to safely house youth with differing gang affiliations, if necessary

The Contractor must be able to provide initial on-site medical and mental health services for triage, stabilization and/or de-escalation. This includes the provision of care for, and administration of medication to, youth with a wide variety of medical issues, including but not limited to diabetes, seizures, allergies, and mental health diagnoses.

The Contractor will be responsible for the transportation of all Westchester County youth served by the Work. Although most transportation will be within Westchester County, at times transportation out of the county may be necessary. At times, it may also be necessary for the

Contractor to transport an “out of county youth” with an accompanying court order, but that will not be the norm and will be discouraged by Westchester County to the extent that it may be able to discourage that outcome.

The Contractor will be required to use best practices for juvenile detention facilities. Without limiting the generality of the foregoing, the Contractor will be required to use best practices to ensure the physical, emotional, and mental well-being of youth remanded to non-secure detention while providing measures to ensure against AWOLs and operating an Alternative To Detention program (as described below) to prevent the detention of high-risk youth or as a step-down program.

The Contractor shall ensure that the Work meets the needs of specialized populations, including, but not limited to, youth with disabilities, youth who are victims or perpetrators of domestic violence, youth displaying mental health behaviors, youth with a history of self-harming, youth who are victims of sexual, emotional or verbal abuse, and youth displaying problematic sexualized behaviors.

The Contractor will incorporate best practices to effect the Department of Probation’s commitment to reduction of disproportionate minority confinement of Westchester County’s youth, ensure the health and safety of youth served, and promote positive outcomes such as reduced recidivism and absent without leave (“AWOL”) occurrence, and successful reintegration of these youth to their homes, schools and communities. The Contractor’s policies must recognize the heightened security risks for AWOLs upon movement of the youth such as to a court appearance and greatly minimize opportunities and develop immediate responses for AWOLs.

The Contractor may be contracted to provide an Alternative To Detention program for Westchester juveniles that are at high risk for possible detention. An Alternative To Detention program is a program to provide youth with intensive support in the community, school, and home in order to both prevent remand to detention and/or reduce recidivism. This program must include strategies to provide youth with intensive support in the community, school and home in order to prevent remand to detention, as a step down from detention to the community and/or reduce recidivism. The youth who are to participate in this program will be referred by Probation and may not have past or current detention involvement, but are determined by Probation to be at risk for such detention involvement.

The Contractor will be responsible for coordinating information, including clinical assessments (psychiatric and psychological), between the Contractor and the Department of Probation. This coordination is vital, as a large proportion of the non-secure juvenile detention program admissions are remanded from the Family Court after a preliminary hearing has been held, and a Probation Officer is assigned to conduct a pre-disposition investigation after the fact-finding is concluded. The Contractor will be required to have the ability to perform specialized clinical assessments for youth engaging in problematic sexual behaviors (sexual offenses or a sexual offense history), SORA, and fire-setting.

The Contractor shall, as requested by Probation, participate in task force meetings, court, court events, presentations, community events, and other similar appearances.

STAFF

The Contractor shall, at all times, maintain and ensure that its staff maintains proper supervision, oversight, and management to assure the safety and well-being of all youth and staff.

The Contractor shall ensure that there are Spanish-speaking and culturally competent staff available to provide services. Staff must understand the need for inclusivity for LGBTQIA+ youth.

The Work shall be provided by staff with expertise in trauma, domestic violence, mental illness, sexual abuse (perpetrators and victims), and substance abuse. Staff must have training working with individuals who display manipulative, aggressive, or noncompliant behaviors, with specific training in de-escalation and physical restraint as permissible by regulation.

All staff must have either a valid NYS motor vehicle license or NYS identification, valid American Red Cross or American Heart Association First Aid and CPR certificates, and be trained in the use of AED equipment.

All staff must possess a level of experience consistent with the age and needs of the youth involved remanded to this facility.

All staff are mandated reporters and must be trained as such.

All staff must be vetted through criminal background and Statewide Central Register of Child Abuse and Maltreatment checks. (Criminal background and Statewide Central Register of Child Abuse and Maltreatment checks are the financial responsibility of the vendor. The Contractor may choose to pass this cost along to prospective job candidates.) The Contractor must maintain written documentation confirming that background checks, including the Statewide Central Register of Child Abuse and Maltreatment, criminal history, mandatory drug testing with random and updated checks, and sex offender registry, have been completed for all staff. Each background check shall not be dated longer than sixty (60) days prior to the date of hire. The Statewide Central Register of Child Abuse and Maltreatment background check must be completed by authorized personnel; criminal background checks must be completed by the New York State Division of Criminal Justice Services.

At no time will staff have contact with program participants outside of the Work.

Any staffing issues related to or impacting the program (as determined by Probation) must be handled to the satisfaction of Probation. Probation will make the ultimate determination to allow/disallow any staff assigned to work at the non-secure detention program. Such determination may be made in Probation's sole discretion, for any reason or no reason, but its reasons may include a County safety and or security concern, violation of regulations, poor judgement, failing to recognize actions that increase safety and security measures (not limited to the necessity to call 911 after a suicide attempt), the making of a NYS Central Child Abuse/Neglect Registry Report, and/or the making of a Justice Center Report. At all times, the Work must, at all times, meet the needs and expectations of Probation.

SECURITY MEASURES

The Contractor will be required to have inspected its facility and made an evaluation of the physical security measures necessary to prevent escapes. If, in its professional estimation, capital improvement(s) are necessary to ensure against escapes, the Contractor shall be responsible for having made said improvements prior to the provision of services. Notwithstanding anything to the contrary contained herein, the Contractor shall be responsible for preventing all escapes from the facility and during transportation.

PROGRAM OPERATION

A) OCFS REQUIREMENTS

As noted above, and without limiting the foregoing, the Work shall comply with all applicable laws and with the regulations of the OCFS.

Non-Secure Detention programs must be certified by the OCFS before they begin to receive children

Please be advise: Officials from State OCFS can provide technical assistance to prospective applicants to help determine how to meet 9 NYCRR Part 180 Regulations. OCFS strongly encourages proposers considering a response to this RFP to contact OCFS as early as possible for such assistance. Questions for OCFS should be directed to Azizi Baker, Detention Specialist, at 212-961-8460.

B) MONITORING AND EVALUATION

The Work will be monitored by Probation and by OCFS. Both agencies require data collection on admissions and discharges; immediate reports of unusual incidents and access to programs to conduct periodic monitoring visits – announced and unannounced. The Contractor will make regular reports of program operation highlighting staff changes/issues; census statistics; and relevant program updates. The Contractor will also be required to submit any and all requested statistical and data reports necessary for Probation to monitor the Work. Accordingly, Probation requires that the Contractor to collect such data. Such information must be accessible to Probation.

Specific information related to individuals – case-level data – to understand who is being admitted, where they are from, arresting agency, why they are being detained and how long they are staying, must be collected by the Contractor. Each case must have an up-to-date file with detailed progress notes, attendance, compliance, updates, and/or reports to the Court.

Without limiting any of the foregoing, the Contractor shall collect, at a minimum and unless and until otherwise instructed or required by applicable law, regulations, guidance or the like, the following data:

- a) Daily, weekly, monthly census
- b) Data items to collect:
 - i) Demographics
 - (1) Age
 - (2) Race
 - (3) Ethnicity
 - (4) Gender
 - ii) Reason for the current detention
 - (1) Nature of referral offenses and
 - (2) Number of referral offenses
 - (3) Point in the system processing at which the youth was detained (e.g. intake, adjudicatory hearing, dispositional hearing)
 - iii) Nature of youth's offense history and
 - (1) Current supervision status
 - iv) Identified youth problems at the time of referral to detention
 - v) The point in system processing that the youth was released (e.g. preliminary hearing)
 - (1) To whom he/she was released
 - (2) His/her length of stay
 - vi) Average Length of Stay(ALOS)

C) PROGRAM COMPONENT SPECIFICATIONS

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

The following shall not be construed to modify or limit any other terms of this RFP.

Facilities

As noted above, the Contractor must provide the site(s) for the Work and assume provide operation of the site(s).

Open Intake

The Contractor shall adhere to an open intake policy. While the certified capacity of the Juvenile-Non-Secure Detention is anticipated to be up to eight (8) beds, there may be occasions when the Contractor and Probation will seek approval from OCFS to exceed that number on a temporary basis to accommodate local needs or transport the residents that are over census to a different juvenile non-secure detention facility prearranged to accept the County's over-census population. The Contractor's staff shall be trained by the Contractor in the legal aspects of detention admissions as well as in the evaluation of a youth's potential need for referral to

medical, psychiatric or other specialized assistance, and cultural competence.

Staffing Requirements

Without limiting any of the foregoing provisions regarding the Contractor's staff, the follow requirements shall apply.

The Contractor shall be responsible for and must certify that employees are sufficient in number and that they meet the qualifications as required by OCFS regulations and any other applicable law. The Contractor shall be responsible to adhere to OCFS and County requirements, which may be more stringent.

1. Each unit shall house a maximum of eight (8) youths with single rooms. Two (2) child care workers shall be awake and alert at all times for each unit with more than six (6) beds. A female staff member must be on duty at all times. The minimum direct care staff ratio during waking hours is 1:5 residents with a minimum of two (2) staff per unit of six (6) at all times. Supervisory staff must not be counted in the direct care ratio.
2. An experienced case worker who will provide casework services must be available. The minimum requirement for case workers is one (1) case worker for every fifteen (15) youths. Case work staff must either meet all the qualifications to be a certified social worker or else be supervised by someone who does.
3. Education staff shall be certified or eligible for certification by the NYS Education Department. The maximum group size for classes is one (1) teacher per twelve (12) students.
4. Medical/clinical staff shall be provided by the Contractor. A physician or medical director shall be licensed and currently registered to practice medicine in accordance with New York State law. A required nurse shall be a registered professional nurse. A required psychiatrist shall be qualified by training in psychiatry and licensed to practice medicine in accordance with the New York State law. A required psychologist shall be certified as a psychologist by New York State.
5. Dietary Staff shall be a dietician or dietary consultant. A dietician shall be a graduate of a four (4) year course in home economics from an accredited college with a major in food and nutrition and/or institutional food management shall have completed an approved dietetic internship and shall have had experience with institutional food service. A dietary consultant shall have had the same educational credentials and experience as a dietician and/or shall have earned a master's degree in food and nutrition or institutional food service.
6. All staff to be employed by Contractor are subject to the screening and background requirements of the Child Abuse Prevention Act of 1985 (42

USC 5101 et seq). In addition, a criminal background and fingerprinting check will be completed by the Contractor for all prospective employees, who will have direct involvement with the residents.

The Contractor shall certify that screening has taken place prior to direct contact with residents. Initial and annual health examinations are also required.

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

The Contractor must specify a staffing plan that satisfies these requirements, indicating the total number of direct care and support staff to be employed as well as the Contractor's plan to attract and retain qualified staff. The staffing plan must include the Contractor's job description and minimum qualifications for each position. The staffing plan must include the annual training plan for staff including orientation and the provision of training on topics required by the New York State regulations and any other training to be provided. The Contractor shall have a plan for ensuring consistency and structure that is afforded by program and direct care staff.

Basic Physical Care

Care and maintenance services customarily associated with out-of-home placements will be provided, including: appropriate sleeping accommodations; well-balanced diet; seasonally appropriate clothing, in a condition of reasonable cleanliness; and supervision of resident's health and personal hygiene.

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

Casework Services

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

The Contractor shall develop a service plan which identifies immediate medical, mental health, education, recreation and other service needs, and describes short-term plans for addressing those needs. Such plans must be followed-up by care reviews and team meetings.

Health Services

The Contractor shall assure that each resident receives necessary and appropriate medical, dental and mental health care.

OCFS regulations require an intake physical as well as the availability of psychiatric consultation services. The Contractor will be expected to assure the provision of these services. The cost for these services must be included in the budget. A primary care physician must be available on a twenty-four (24) hour basis for telephone consultation and shall make on site visits a minimum of twice (2x) per week. Nursing services shall be provided by the equivalent of a full time nurse.

Clinical Services

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

Educational Services

Educational standards must be high. The Contractor shall ensure the provision of educational services that are appropriate to each youth's needs and that comply with applicable laws and regulations. Non-secure detention programs are governed by the provisions of 8 NYCRR Part 116.

Clothing

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

Personal Hygiene

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

Recreational/Cultural Activities

The Contractor must develop and coordinate appropriate recreational and cultural activities. There must be at least two (2) hours of recreation on each school day and four (4) hours on each vacation day and weekend day. The environment and staffing must ensure culturally competent programming and cultural competence among staff. Principles and practices of 'positive youth development' must be

incorporated where and when safety allows. The setting must be age appropriate and must consider the developmental and cultural needs of youth.

Religion

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

Transportation

The Contractor shall be responsible for transportation services for JDs. This will include, but not be limited to, transportation of residents between the Contractor's facility/ies and the courts, medical facilities, and other detention facilities, as well as per court order.

Facilities

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

Food Services

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

CONFIDENTIALITY; VIOLATIONS OF LAW; SHARING AND DISCLOSURE OF INFORMATION

The Contractor will comply with confidentiality required pursuant to the law and applicable court orders. Any past or current criminal acts disclosed must be immediately disclosed to Probation and appropriate law enforcement agency. Any violation of existing Orders of Protection must be immediately reported to Probation and appropriate law enforcement agency, a written sworn deposition must be written by the staff to whom the incident was reported, and this must be provided to the appropriate law enforcement agency. Contractor staff are required to report any victim, community, or offender safety concerns immediately to the appropriate law enforcement department and follow appropriate emergency response protocols. Where necessary, 911 and Statewide Central Register of Child Abuse and Maltreatment reports must be made immediately. Contractor staff may be subpoenaed to provide court testimony. The Contractor is expected to work closely with law enforcement and Probation as necessary.

The Contractor shall collaborate with Probation to ensure the success of the Work. The Contractor shall ensure accurate and detailed reports are provided in a timely manner to Probation and the Court, including, without limitation, documenting the visitation and exchange

and any other pertinent information or additional information requested by Probation or the Court including court ordered clinical (psychological and psychiatric) assessments.

INCIDENTS; CONTRABAND

The Contractor must provide Probation with timely information regarding any incidents, including, but not limited to, breaches and changes in security measures/protocols. In situations involving threats of violence or abduction, absconding, suicide attempts, serious physical injury or death, Probation must be notified immediately. Notification regarding other incidents must be made to Probation within twenty-four (24) hours. Incident and police reports must be provided by the Contractor.

The successful Contractor is to have protocols and procedures in place and diligently monitor to ensure youth are not able to obtain items which would be considered contraband, such as alcohol, drugs, weapons.

PROVISIONS CONCERNING BUDGETING AND REMIBURSEMENT

For provisions concerning budgeting and reimbursement, with which the Contractor shall comply, please see Schedule "B".

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