

ATTENTION VENDORS

If you find that you are not interested in bidding/quoting this particular project, **please fill in this sheet and e-mail it to:**

PURCHASING@DUTCHESSNY.GOV

We are very interested in learning why you do not bid.

PROPOSAL #: **RFP-DCP-101-26**
TITLE: **NON-RESIDENTIAL DOMESTIC VIOLENCE CORE SERVICES**

VENDOR NAME _____
CONTACT _____
ADDRESS _____
PHONE _____
E-MAIL _____

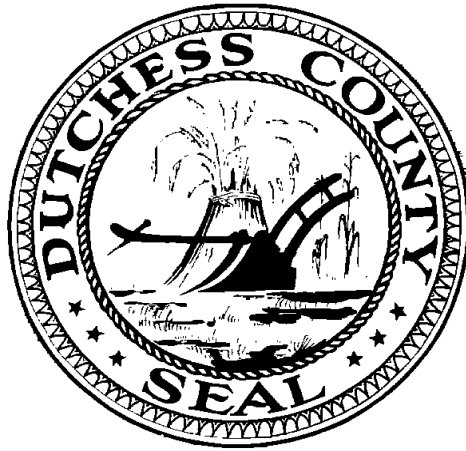
For purposes of facilitating your firm's response to our bid the County of Dutchess is interested in hearing reasons for failure to respond. If your firm is not responding, please indicate the reason by checking all appropriate items below and returning this form to the address above.

WE ARE NOT RESPONDING BECAUSE:

_____ Items and/or materials requested are not manufactured by us or are not available to our company.
_____ Our items and/or materials do not meet your specifications
_____ Specifications are not clearly understood or applicable _____ too vague _____ too rigid
_____ Quantities too small
_____ Other _____

NON-RESIDENTIAL DOMESTIC VIOLENCE CORE SERVICES

REQUEST FOR PROPOSALS RFP-DCP-101-26



**Proposals Due
NOVEMBER 5, 2026
2:00 pm**

PHONE (845) 486-3670

INSTRUCTIONS AND INFORMATION

Read all documents contained in the proposal specifications.

- Specifications and proposal forms are attached hereto.
- The County of Dutchess official bid documents are obtained from the Empire State Purchasing Group's Regional Bid Notification System at www.bidnetdirect.com/new-york/county-of-dutchess or, if applicable, the Department of Public Works. Copies of bidding documents obtained from any other source are not considered official copies. In addition to obtaining the official bid documents, any and all addendum pertaining to a particular bid or RFP are posted on the same website that the official bid documents are obtained: www.bidnetdirect.com/new-york/county-of-dutchess. It is incumbent upon all potential bidders to view all posted addenda prior to the bid close date. If you have obtained this document from a source other than the County of Dutchess Purchasing Office, Department of Public Works or the Empire State Regional Bid Notification System, it is recommended that you obtain an official copy. You may obtain an official copy by registering on the Empire State Regional Bid Notification System at www.bidnetdirect.com/new-york/county-of-dutchess or by using the link provided at www.dutchessny.gov, selecting "Government", then selecting "Bidding and RFP Opportunities".
- Proposals must be submitted electronically through the Empire State Purchasing Group's Regional Bid Notification System (BidNet Direct) Portal on or before **2:00 p.m., NOVEMBER 5, 2026**. Please refer to the instructions published with this RFP titled: **Electronic Proposal Submittal Procedures** for instructions on submitting your proposal electronically.

When submitting (uploading) a proposal electronically through the Empire State Purchasing Group's Regional Bid Notification System (BidNet Direct) Portal, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system. **No proposals will be accepted after the designated time or date indicated in the proposal specifications.**

- **The following forms are necessary to be submitted as a proposal, as well as any additional forms requested in the detailed specifications:**
 1. **CS-1 - Proposal form/price pages(s)** Note: some bids may include a separate Bid Proposal Form. Such exceptions will be noted in the proposal specification, **AND/OR**
 2. **CS-1 – Proposer Information/Acknowledgement Form, completed, signed and dated.**
 3. **CS-2 - Non-Collusion Affidavit, completed, signed and dated.**

It is not necessary to submit your copy of the technical specifications with the proposal. They should be retained by the proposer for their records.

- No proposer may withdraw a proposal within one hundred and twenty (120) days after the actual date proposals are due.

INSTRUCTIONS AND INFORMATION (Cont'd)

- Should the proposer find discrepancies or omissions in the specifications, he/she will notify the Purchasing Agent at purchasing@dutchessny.gov, at once. The Purchasing Agent will not assume responsibility for any oral instructions, or interpretations of meaning of the specifications or other contract documents to any proposer by any person or persons. Changes or revision to specifications changes will be posted as an addendum on the following website: www.bidnetdirect.com/new-york/county-of-dutchess. Bidders must check this website regularly for addendum, which may include significant changes to the bid specifications. The Purchasing Agent will not assume responsibility for any oral instructions, or interpretations of meaning of the specifications or other contract documents to any bidder by any person or persons.
- The Purchasing Agent, and/or his/her designee, will be the only one authorized to make changes or alterations to anything contained in these specifications. Such changes will be posted as an addendum on the following website: www.bidnetdirect.com/new-york/county-of-dutchess. Bidders must check this website regularly for addendum, which may include significant changes to the bid specifications.
- Written questions and inquiries concerning this Request for Proposals will be submitted to Sarah Andrews at sandrews@dutchessny.gov with a copy to Renee Osterhoudt at rosterhoudt@dutchessny.gov **on or before the date and time stated in the bid documents**. **Verbal questions will not be entertained.**
- References in the specifications to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type and quality of materials or supplies or nature of work desired. Such descriptions should not be construed as excluding bids on other types of materials and supplies or for performing the work in a manner other than specified, providing that the materials and supplies and manner of performing the work offered are of equal quality to that specified and equally acceptable to the County of Dutchess for its purposes. Exceptions will be clearly stated. The Purchasing Director will determine equal products or services.
- The County of Dutchess guarantees no minimum or maximum purchase.
- Proposers who are required to adhere to the prevailing wage schedule will obtain and maintain a current schedule from the New York State Department of Labor for the entire term of the contract. The County may audit adherence to this schedule at any time during or after the contract period. All contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i.
- The Purchasing Agent reserves the right to reject all proposals, parts of all proposals, or all proposals for any one or more supplies or contractual services included in the proposed contract, when such rejection is in the best interest of the County.
- The County of Dutchess reserves the right to award to single or multiple vendors, in whole or in part, by item, by class, by category, or to establish primary/secondary contracts, whichever the County deems to be in the best interest of the County of Dutchess.
- The contract will be awarded to the RESPONSIBLE PROPOSER best meeting the needs of the County, who has demonstrated judgment and integrity, is of good reputation, experienced in his work, whose record of past performance in the trade is established as satisfactory, and whose financial status is such to provide no risk to the County of Dutchess in its contractual relations.

INSTRUCTIONS AND INFORMATION (Cont'd)

- The County reserves the right to require supplementary financial or other information from all bidders to assist in determining the qualifications of bidders.
- Upon acceptance of any proposal, the successful proposer will execute a contract, if applicable, in accordance with the specifications, with the County of Dutchess, State of New York. If the successful proposer fails or refuses to execute the contract, furnish the required insurance or bonding, or otherwise complete the contract process, and the County is still within one hundred twenty (120) days of the proposal opening, the County may, at its sole discretion void the award and award the contract to the next highest-scored responsible proposer. Nothing in this section permits an awarded proposer to withdraw from or decline the award without penalty or without being deemed in default.
- A contract will not be assignable by the contractor in whole or in part without the written consent of the County of Dutchess.
- All or any Dutchess County department may participate in the resulting contract(s). Each ordering agency will be invoiced directly for their orders and will receive shipments at their designated locations.
- The County of Dutchess reserves the right to allow other governmental entities, to purchase any goods and/or services awarded as a result of this proposal. However, it is understood that the extension of such contracts is at the discretion of the vendor and the vendor is only bound to any contract between the County of Dutchess and the vendor. Dutchess County will have no responsibility in the dealings between the vendor and any other governmental entity other than Dutchess County.
- Prior to any vendor receiving payment for goods and/or services rendered, the County of Dutchess requires that all vendors have a current completed IRS form W-9 on file with the County of Dutchess finance department.
- A contract will be deemed in force only to the extent of appropriations available to each department for the purchase of such articles or services. The County's extended obligations on those contracts that envision extended funding through successive fiscal periods will be contingent upon actual appropriations for the following years.
- The County reserves the right to terminate the purchase order and/or contract at any time prior to the contractual or purchase order end date.
- By submission of this proposal, each proposer and each person signing on behalf of any 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 its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.
- Dutchess County encourages submission of Proposals by certified Minority and/or Women-Owned Business Enterprises (MWBE) and/or Disadvantaged Business Enterprises (DBE).

INSTRUCTIONS AND INFORMATION (Cont'd)

- The County is encouraging the use of electronic payment (via ACH) to entities that it does business with. Any awarded vendor will be requested to receive payments through an ACH.

- **CONFIDENTIAL/TRADE SECRET INFORMATION**

The County of Dutchess is subject to New York State's Freedom of Information law (FOIL). Should your submission, to this RFP, contain "trade secrets", or other information that the disclosure of which could reasonably be expected to be harmful to business interests, you will ensure that such information is clearly identified and marked as such. Identification will be specific by item or paragraph.

Should marked information be the subject of a request under FOIL, you may be requested either to consent to the request or make representation explaining why the information should not be disclosed.

- **GRIEVANCE AND PROTEST PROCEDURES:**

1. Any protest to the Division of Central Services' consideration of any bid must be submitted in writing to the address listed below and received by the Director of Central Services no later than five (5) calendar days after the bid award. A written reply to the protest will be sent to the protesting bidder by the Director of Central Services.

Address:

Sarah Andrews
Director, County of Dutchess Office of Central and Information Services
Division of Central Services
378 Violet Avenue, Suite 2
Poughkeepsie, NY 12601

2. The protest will contain:

- Identification of the statute or procedure that is alleged to have been violated;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Aggrieved party's argument and support documentation.

Any notice of protest received after the deadline will not be considered.

- **NOTE: VARIATIONS AS STATED IN THE BID SPECIFICATIONS TAKE PRECEDENCE OVER THIS INSTRUCTIONS AND INFORMATION SECTION.**

SECTION A.

INTRODUCTION, PROGRAM DESCRIPTION AND RFP REQUIREMENTS

REQUEST FOR PROPOSALS

NON-RESIDENTIAL DOMESTIC VIOLENCE CORE SERVICES

1.0 INTRODUCTION

Dutchess County has a tradition of excellence with its human service departments sharing the following principles/values about human services:

- We have a commitment to a continuum of quality services that improves the well-being and health for all residents, protects our most vulnerable populations, and promotes public safety, self-sufficiency for individuals and families, and accountability to the taxpayer.
- We value cost effective services that are delivered in the most appropriate setting and focus on strengths of individuals and families with culturally sensitive, courteous, and respectful treatment for all involved.
- We make decisions based on local needs assessment, data analysis, evaluation, and research. We promote effective services and strategies based on current research and that demonstrate outcomes.
- We believe that an investment in prevention is the long-term, cost-effective strategy for any system.
- We are committed to using technology to improve services and decision-making.
- We are recognized beyond the County for our leadership, innovative solutions, and our collaboration across departments, in public/private partnerships, with residents or consumers as active participants.”

2.0 BACKGROUND

Dutchess County Department of Community and Family Services is required to provide non-residential services to victims of domestic violence as defined in Title 18 NYCRR. Non-Residential Domestic Violence Services are designed to meet the needs of vulnerable victims of domestic violence by developing and maintaining social support and increasing access to resources. Non-residential services enable victims to achieve and maintain self-sufficiency while law enforcement, the courts and appropriate community agencies address batterer’s dangerous behaviors.

3.0 PURPOSE

3.1 The Dutchess County Department of Community and Family Services (hereinafter "DCDCFS") announces a funding opportunity for non-residential domestic violence CORE services. These services consist of six components:

- A. Telephone Hotline Assistance
- B. Information & Referral Services
- C. Advocacy
- D. Counseling
- E. Community Education/Outreach Activities
- F. Child Care & Selective Supportive Services.

3.2 SERVICE REQUIREMENT

Proposals must offer all six (6) Core Non-Residential Services components listed in Section 3.1 (A-F).

Contractors are encouraged to use innovative and cost-effective approaches for the delivery of these services. Dutchess County and New York State Office of Children and Family Services support the following practice principles and successful Contractor’s will incorporate the following in the program design and practice principles:

- *Strength-based* – services are based on family strengths; family decisions and family input strongly influence their interventions.

- *Race Equity and Gender Identity* – proposed interventions have proven effective with minority populations and meet the needs of children and families of color.
- *Trauma Informed-* services are provided “under and organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of trauma and in accordance with recognized principles of trauma-informed approach and trauma specific interventions to address trauma’s consequences and facilitate healing.”
- *Cultural Humility* – services reflect an understanding of the family’s culture, ethnicity, social and economic context and families feel respected.
- *Community-based* – services are strategically located to be readily accessible to the target populations.
- *Comprehensive* – programs provide an array of engagement and retention strategies and services that address the unique and multitude of challenges faced by families.
- *Continuous quality improvement* - through customer feedback surveys, input from the community and other stakeholders and measured outcomes; data is analyzed and incorporated in the program design to produce the best outcomes.

DC DCFS may award more than one contract for these services. DC DCFS will consider allowing for a start-up period of four months for new Core Services programs.

4.0 PRESENTATION AND CLARIFIATION OF THE COUNTY’S INTENTIONS

DC DCFS intends to establish contract/s with qualified organization/s (hereinafter referred to as Contractor) that can demonstrate best practices in providing these services. DC DCFS has the discretion to change program requirements based on the environment and needs of the families in the county.

The County has allocated approximately \$1,005,000.00 annually for these services.

Sub-Sections 5.2 – 5.8 contain the specific requirements for these non-residential domestic violence services.

5.0 SPECIFICATIONS/SCOPE OF SERVICES

The awarded Contractor(s) would be required to fulfill the services and requirements: described below.

5.1 REGULATORY FRAMEWORK AND LEGAL FRAMEWORK

Legal and regulatory references are listed below:

- **18 NYCRR Part 462 Non-Residential Services for Victims of Domestic Violence**, which can be accessed online at <http://www.dos.state.ny.us/info/nycrr.html>
- **Americans with Disabilities (ADA) Requirements:** Program facilities and services must be easily accessible for people with disabilities and meet all requirements of the ADA.
- **Language Access Policy:** New York State Governor’s Order Number 26 dated October 6, 2011 Statewide Language Access Policy Proposers must also make reasonable language accommodations for non-English speaking individuals.
- **Article 7-A of Executive Law and/or the Estates, Powers and Trusts Law, Collection of Funds for Charitable Purposes.** Not-for profit corporations must comply with the applicable provisions of these laws.
- **Assistance Listing Number** (formerly known as Catalog of Federal Domestic Assistance CFDA): The funding source for services provided to DC DCFS includes the federal Social Services Block Grant Program described in the Catalog of Federal Domestic Assistance (CFDA) numbered 93.667. Award Name: Social Services Block Grant Program. Award Agency: Department of Health and Human Services, Administration for Children.

Work performed by the Contractor must be in accordance with the applicable Federal and State statutes and regulations.

5.2 PROGRAM BACKGROUND

5.2.1 TARGET POPULATION

Individuals are deemed eligible for specialized domestic violence services when they provide information that they are a victim of domestic violence. They may provide oral and/or documentary information to establish such eligibility. A victim of domestic violence is identified when they disclose an act which would constitute a violation of the Penal Law, including, but not limited to acts constituting disorderly conduct, harassment, menacing, reckless endangerment, kidnapping, assault, attempted assault, or attempted murder; and such act or acts have resulted in actual physical or emotional injury or have created a substantial risk of physical or emotional harm to such person or such person's child; and such act or acts are or are alleged to have been committed by a family or household member (as defined in 18 NYCRR Part 462).

Non-residential Core services will target at least 1,000 victims of domestic violence. Past data indicates that in excess of 5,000 calls are made to the hotline annually, and in excess of 1,000 victims access counseling, advocacy, and referral services. The following illustrates the trends in numbers served by Dutchess County contractors (2020 to 2025):

Year	Calls to BWS Hotline	Victims who developed a safety plan	DART Victims	Family Court Advocacy	Family Advocate Latina Outreach	Children's Services Liaison	High Risk
2020	2,658	195	904	915	69	510	985
2021	5,671	286	872	1004	64	179	1001
2022	7,365	376	854	842	73	192	913
2023	8,071	497	803	826	49	161	879
2024	7,376	418	795	955	72	140	757
2025	7,727	519	828	931	60	112	688

5.3 PROGRAM SERVICES

5.3.1 GENERAL PROVISIONS

The specific goals of the Program are to comply with the requirements of 18 NYCRR Part 462 for providing non-residential services to victims of domestic violence by purchasing such services from qualified not-for-profit organizations.

5.3.2 ADDRESSING AND ACCOMODATING SPECIAL NEEDS

The Proposer's office must be handicapped accessible.

The Contractor must provide services to all referred families and their family members and, therefore, ensure that every person involved in the program is able to participate fully. Services must be made accessible to all clients, regardless of any physical or cognitive disability. This includes but is not limited to providing written material in large print and offering TDD services. Each family shall be provided with access to an interpreter on an as needed basis, to assist with impairments that interfere with communication. The Proposer must establish contracts for the provision of ASL (American Sign Language) to serve individuals who are hearing impaired.

The Contractor must have access to interpretive devices as well as contracts with interpretive services via telephone and in person for ASL. If a person or service coordinator requests interpretation it must be provided. Even if not requested, if it becomes apparent that an interpreter would be helpful, the Contractor is expected to offer the assistance.

Each individual with limited English proficiency shall be provided with access to an interpreter on an as needed basis, to assist with communication. The Program may work through the local community college or other local resources or volunteers for interpreter services when needed. The Contractor may be required to establish contracts with professional translators for languages expected to be encountered by program.

5.3.3 SPECIFIED SERVICES

The Contractor must provide the following services and operate as described in detail below:

5.3.3.1 TELEPHONE HOTLINE ASSISTANCE

Telephone assistance means providing immediate crisis intervention counseling, and information and referral services to victims of domestic violence through a telephone hotline. Such assistance must be provided *directly* by the non-residential program during regular business hours. After hours, the non-residential program must have at a minimum an answering machine that provides victims with a telephone number to call for emergency assistance. The employees and volunteers responsible for providing telephone hotline assistance must have received training on the dynamics of domestic violence and the availability of residential programs for victims of domestic violence and of other community resources.

Dutchess County currently funds a *County Helpline* seven days a week, twenty-four hours per day. Many Dutchess County agencies operate a help line for a number of services, with a potential venue to create partnerships that may produce efficiency of scale and offer an opportunity to the Proposers to allocate additional resources to delivery of other required services. DCFS encourages such partnerships that may achieve great efficiency while not sacrificing the quality of the service delivery system or have an impact on victims in need of assistance.

Contractors who plan to utilize an existing hotline must demonstrate collaboration with the entity that provides such service via an MOU.

5.3.3.2 INFORMATION AND REFERRAL SERVICES

These services mean:

1. providing information about and referral to community services and programs which meet the individual needs of victims of domestic violence including, but not limited to, referral to residential programs for victims of domestic violence and to medical services;
2. providing perpetrators and alleged perpetrators of domestic violence, upon request, with information and referral to community services and programs which meet the individual needs of such perpetrators; and
3. maintaining and making accessible a list of community services and programs which it is reasonable to expect may be required by victims of domestic violence, their minor children and other family or household members.

The provision of information and referrals is an essential step in the process of developing a safety plan for victims accessing Non-Residential Domestic Violence Services. Employees or volunteers answering the helpline must have access to available services and be capable of determining the level of need that exists for each caller.

5.3.3.3 ADVOCACY

Advocacy means providing liaison services or active intervention with community services and programs on behalf of victims of domestic violence. Such services must include, as appropriate, assistance in accessing legal remedies and protections, including court accompaniment; obtaining medical care, social services, employment and housing; submitting public assistance applications and obtaining public assistance.

The employees and volunteers responsible for advocacy services must have received training on the community services and programs available to meet the needs of, and of the rights of victims of domestic violence to obtain necessary services and assistance.

5.3.3.4 COUNSELING

Counseling means providing individual and/or group counseling to victims of domestic violence. The term counseling in this RFP is not used to define a clinical intervention, or to imply that being a victim of domestic violence in any way requires clinical intervention. Counseling is used as defined in 18 NYCRR and must be used to communicate the regulatory mandate placed upon the Department of Community and Family Services.

The employees and volunteers responsible for providing counseling must have the appropriate skills and training.

The counseling provided must stress self-sufficiency and must:

1. Address the needs identified by the victims;
2. Assist the victims to seek services on their own be halves,
3. Inform the victims of the options available to ensure their safety and the safety of their minor children;
4. Inform the victims of the nature of family violence and its effects on children;
5. Inform the victims of the legal, financial and housing options available to them; and,
6. Assist the victims to improve their problem-solving skills. Counseling for couples must not replace the individual and/or group counseling which must be made available to victims of domestic violence under this subdivision of the RFP.

The term self-sufficiency is an important concept and must be stressed when defining how counseling services as defined by 18 NYCRR will be provided. In order to assist victims to achieve self-sufficiency counseling must include services geared towards assisting with self-sufficiency, including but not limited to employment counseling, accessing appropriate day care options, transportation, employment skills and independent living skills.

Contractors may offer distinct classes or one on one service that seek to strengthen a victim's employment opportunity or independent living skills. Contractors are encouraged to develop partnerships with the existing employment programs in Dutchess County, including those funded by DCFS and the Workforce Innovation and Opportunity Act (WIOA) pertaining to the one-stop delivery system.

5.3.3.5 COMMUNITY EDUCATION/OUTREACH ACTIVITIES

Community Education/Outreach activities means providing educational activities to the community regarding: the need for and benefits of domestic violence services; the dynamics of domestic violence; and the prevention of domestic violence. Outreach is conducted by making presentations, distributing written materials and using the media.

When there is more than one agency in the community providing nonresidential and/or residential services to victims of domestic violence, a nonresidential program must make an effort to coordinate its community education/outreach activities with these other agencies.

A segment of the community education/outreach activities must be focused on informing the personnel of schools, police agencies, courts, hospitals and social services districts about the availability of the program's services.

A segment of the community education/outreach activities also must be focused on informing victims of domestic violence, including underserved populations, about existing services for such victims.

The community education/outreach activities must be relevant to the ethnic composition of the community.

To ensure the safety of individuals receiving services for victims of domestic violence and the confidentiality of their identities, the community education/outreach activities must not identify the location where residential and non-residential services for victims of domestic violence are provided.

Proposers must provide a clear plan for developing community education / outreach activities with a series of deliverables for education and outreach activities, i.e. twelve police department trainings, three workshops open to the public, mailings and other education / outreach activities.

5.3.3.6 SELECTIVE SUPPORTED SERVICES

Limited funding may be provided for the following selective supportive services

1. Children's Services, which means the program, in collaboration with the parent receiving services:
 - (i) assists victims of domestic violence in arranging child care for their children when such care is necessary to enable the victims to seek services or to participate in activities which would alleviate the victims' needs for nonresidential services for victims of domestic violence; and
 - (ii) offers and provides appropriate counseling to the children of victims of domestic violence. providing peer support to victims of

domestic violence by conducting meetings during which groups of victims discuss their experiences with family violence.

2. Support groups, which mean providing peer support to victims of domestic violence by conducting meetings during which groups of victims discuss their experiences with family violence.
3. Transportation services to victims to secure legal, medical, housing, employment or public assistance services.

5.4 PROGRAM STAFFING REQUIREMENTS / RESPONSIBILITIES

5.4.1 GENERAL

The term Staff persons, as used herein, means the compensated employees and the volunteers of a program.

Prior to assuming any responsibilities as a staff person of such program, each staff person must be provided with a copy of the person's job description and must receive an orientation to the services provided by the program which includes discussion of confidentiality issues, child abuse reporting requirements, program policies and procedures and job responsibilities.

Any employee of the program who has regular and substantial contact with children must be cleared through the New York State Central Register of Child Abuse and Maltreatment to determine if the individual has been the subject of an indicated report of child abuse or maltreatment. If the Proposer hires an individual prior to receiving a response to the clearance the Proposer may not permit the individual to have unsupervised contact with children until the clearance report is received. If the clearance report states that the individual is the subject of a report of child abuse or maltreatment the individual may no longer be employed by the program.

Any staff person directly providing transportation services must have a valid New York State driver's license for the types of vehicles which that staff person will use.

The Contractor shall perform a background check/criminal background check on all employees of the program. Minimum checks include:

- Criminal Background check using fingerprints,
- Statewide Central Register Database, if your Agency is authorized to do this clearance,
- Vulnerable Persons Central Register maintained by the Justice Center for the Protection of People with Special Needs, as required by section 495 Social Services Law and 18 NYCRR 402.2(e), and
- National and NYS Sex Offender Registries.

5.4.2 ADMINISTRATIVE STAFF

The Non-Residential Services Program must employ a qualified individual (director or other equivalent title) who is responsible for ensuring that all eligible persons receive services specified in Title 18 NYCRR 462.4 which are needed by such persons.

5.4.3 SERVICES STAFF

The Contractor must designate and identify a sufficient number of qualified staff who will be responsible for directly providing the optional services specified in Title 18 NYCRR 462.4. The Director may perform these functions in place of a qualified staff person.

Any staff person designated to provide one or more of the services specified in Title 18 NYCRR 462.4 must meet the minimum qualifications described below unless

qualifications are otherwise specified for the specific Program. Employees and volunteers providing telephone hotline assistance must have received training on the dynamics of domestic violence, the program's services, and the availability of residential programs for victims of domestic violence and of other community resources. Additionally, any staff person designated to provide children's counseling also must have relevant work experience, education or training in child development.

5.4.3.1 MINIMUM QUALIFICATIONS

5.4.3.1.1 NON-RESIDENTIAL PROGRAM DIRECTOR

Four years of relevant work experience, one year of which must include supervisory experience.

- i. Relevant work experience includes paid or volunteer work experience with victims of domestic violence and/or the direct provision of human services
- ii. College credits in a related course of study may be substituted for the non-supervisory work experience requirements on a prorated basis.

5.4.3.1.2 SERVICES STAFF

At a minimum, one year of relevant work experience.

- i. Relevant work experience includes paid or volunteer work experience with victims of domestic violence and/or the direct provision of human services
- ii. College credits in a related course of study may be substituted for the non-supervisory work experience requirements on a prorated basis.

5.4.4 STAFF TRAINING

Training provided by the program and/or other reputable agencies on the following topics may be substituted for" the relevant work experience:

- i. Dynamics of family violence;
- ii. Child abuse reporting requirements;
- iii. Confidentiality issues;
- iv. Legal remedies;
- v. Community resources and services.

Twelve hours of such training may be substituted for one year of relevant work experience. Six hours of such training may be substituted for six months of relevant work experience.

All compensated employees or volunteers providing direct provision of services must have an individualized development plan that identifies training completed and future training topics the individual may need to increase their knowledge and/or skills needed to carry out their duties. The agency may exempt any person from participating in a particular topic upon demonstration of substantially equivalent knowledge or experience in that topic.

The program must maintain verification of completion of training requirements and provide such verification to the upon request.

5.5 RECORDING REQUIREMENTS

5.5.1 CASE RECORDS

Individual case records must be maintained for each individual receiving services. The individual records must include:

1. The name of the person requesting services;
2. The date the services were requested;
3. The reason the services were requested;
4. The name(s) of any of the person's minor children and/or other family or household members receiving non-residential services; and,
5. The types of core services and optional services provided to the person, the person's minor children and/or other family or household members and the dates such services were provided.
6. Copies of safety plans developed.

5.5.2 PROGRAM RECORDS

Written policies and procedures relating to the provision of non-residential services for victims of domestic violence must be maintained.

Each program must maintain a daily log recording of the number of telephone hotline calls and other telephone calls regarding information and/or referral services received by the program.

5.5.3 PROGRAM PERSONNEL RECORDS

Each program must maintain the following program policy and personnel records: Individual personnel records must be maintained for each staff person responsible for providing services for sex offenders. Such records must include the following information:

1. the name of the staff person;
2. the names and addresses of the educational institutions the staff person attended, dates of graduation, degrees or certificates conferred, and information regarding any education and/or training received which will be used by the staff person as a substitute for the relevant work experience requirements for the position held by such staff person;
3. all professional experience and previous employment, including the names and locations of previous employers and the dates of employment which will be used by the staff person to meet the relevant work experience requirements for the position held by such staff person; and,
4. the New York or other state licensure or registration number, year of original issuance and expiration date of any relevant license or registration held by the staff person.
5. Background clearance information, including SCR and criminal background checks.
6. Staff evaluations and corrective action plans, if needed.
7. A copy of the staff person's driver license.

5.6 REPORTING REQUIREMENTS

5.6.1 DATA COLLECTION AND OUTCOME PERFORMANCE MEASURES

Data to be collected are:

1. The total number of calls to the hotline,
2. The total number of individuals receiving services by type of service,
3. The number of outreach/public education sessions conducted,
4. The number of volunteers recruited and trained, and
5. The number of children for whom children's services were provided.

The County has established the following mandatory Outcome Measures and the minimum level of performance:

1. The domestic violence hotline will be operational 24 hours per day, 7 days per week;

2. One hundred percent (100%) of after business hours, calls forwarded to an answering service are immediately connected and dispatched to the staff member on-call, without losing the connection to the client.
3. One hundred percent (100%) of domestic violence victims who call the hotline will have access to assessment and screening services and gain knowledge about domestic violence and services that are available;
4. Fifty percent (50%) of victims who receive counseling will develop a safety plan during their initial face-to-face contact with the Non-Residential Domestic Violence Services provider;
5. Fifty percent (50%) of victims who receive counseling who develop a safety plan will achieve at least two safety plan goals related to living violence free in the community.

***DCFS Program Outcome – performance-based payment -**

Five percent (5%) of the annual contract budget amount will be based upon the Proposer's achievement of specified Program Performance Outcomes. The level of performance will be determined by DC DCFS upon review of claim and reporting data from the Proposer. If the Annual Performance Outcome target is not met, 1% of the annual budget amount will be withheld for each one of the five (5) specified performance targets not achieved. The County may withhold up to a maximum of 5%. Payment based on the achievement of performance targets is mandatory and must be agreed to by the Contractor.

5.6.2 PROGRAM REPORTING

The Proposer must provide an electronic copy of its annual report and financial audit. The Proposer must provide an updated listing of its Board of Directors, which includes addresses on the County Board List Form or its equivalent available at <http://dutchessny.gov/CountyGov/Contracted-Services-and-Programs.htm>

5.6.3 OUTCOME REPORTING

The Contractor must provide DC DCFS with reports on the outcomes of the program using the current Dutchess County Outcome Progress Report Form (Section C, Appendix A).

5.6.4 BILLING FORMS

The Contractor must submit payment requests using the Dutchess County Payment Request Form available at <http://dutchessny.gov/CountyGov/Contracted-Services-and-Programs.htm> electronically to the Principal Program Assistant, Leah Bochar, at leah.bochar@dfa.state.ny.us and copy to Kara Cerilli, Social Welfare Specialist at kara.cerilli@dfa.state.ny.us.

5.6.5 BILLING AND REPORTING SCHEDULE

The Contractor must electronically send the County reports on the outcomes of the program to the Principal Program Assistant, Leah Bochar at leah.bochar@dfa.state.ny.us and copy to Kara Cerilli, Social Welfare Specialist at kara.cerilli@dfa.state.ny.us.

Payment requests, logs and Reports must be submitted together on the following schedule:

Period Covered	Report Type	Due Date
Quarter (January 1 - March 31)	Payment Request, Outcome Report	April 25, 2027

Quarter (April 1 – June 30)	Payment Request, Outcome Report	July 15, 2027
Quarter (July 1- September)	Payment Request, Outcome Report	October 25, 2027
Quarter (October 1- December)	Payment Request, Outcome Report	January 25, 2028
January 1– December 31, 2027	Agency Annual Report, Financial Audit, Board of Directors Listing and Annual Outcome Report	January 25, 2028

If the Contractor fails to submit Reports as required, the County may withhold payment for claims.

5.7 QUALITY ASSURANCE/MONITORING

The Contractor shall cooperate in the collection and exchange of data to facilitate service planning. Program and fiscal monitoring will occur regularly throughout the length of the contract by local and possibly state staff. Programmatic and financial oversight activities will include announced and unannounced site visits, desk reviews and analyses of program and fiscal activities, administrative activities, records, and reports. Further, the Contractor will be subject, random sampling of case file materials (closed and open), phone and written surveys with consumers, and any other practice initiated by DCFS for the purpose of insuring compliance and the delivery of quality services. Any subcontractors or collaborators of services with the Contractor will also be subject to the same practices.

DCFS will provide a report to Contractor over the course of services, outlining their performance related to quality assurance. The results yielded by these quality assurance practices will be a factor when determining if DCFS will continue to utilize the Contractors service(s) and for reference in future RFP scoring.

The County's goal in conducting these reviews is to assist Contractors in improving their programmatic and administrative operations while ensuring compliance with local, state and federal regulations. On-site reviews will be pre-arranged with the Contractor. The purpose of on-site reviews will be to determine the quality of the services provided through observation and case record review, and compliance with fiscal rules and regulations. The Contractor is expected to fully cooperate with all monitoring activities.

5.8 OTHER REQUIREMENTS

5.8.1 LOCATION OF SERVICES AND ETHNIC COMPOSITION

Services must be provided in a manner that addresses the ethnic composition of the community being served. Non-residential services must be provided at locations which ensure the safety of the individuals receiving services and the confidentiality of their identities.

5.8.2 CONFIDENTIALITY

The Contractor must adhere to the confidentiality requirements of 18 NYCRR 357.

5.8.3 VENDOR RESPONSIBILITY

New York State Finance Law and Dutchess County Procurement Policy require that the County award contracts to responsible contractors including but not limited to not-for-profit and for-profit vendors. Vendor responsibility will be determined based on the information provided by the Proposer through the Vendor Responsibility Questionnaire

and a review of the most recently issued independently audited annual financial reports that must be included with the RFP response.

It is important that every Vendor Responsibility Questionnaire question is responded to in a complete manner. There are questions that require written explanation; responses must be thorough, complete and current. The owner or officer of the bidding organization must complete the attestation at the end of the questionnaire

The County reserves the right to reject any proposal if in the sole discretion of the County, it determines whether the bidder is not a responsible vendor, or is not, or may not be, during the life of the contract, a stable financial entity. All proposals are subject to vendor responsibility determination before the award is made and such determination can be revisited at any point up to the final approval of the contract by the County (See Section C Additional Documents Required for Contracts).

6.0 CONTRACT TERMS AND INSURANCE REQUIREMENTS

The successful Contractor will be required to enter into a formal contract agreement with the County of Dutchess, which includes specific insurance coverage. See the Standard Contract Agreement (Section C).

Proposer's must acknowledge the insurance requirements by signing the "Statement of Understanding of Indemnification and Insurance Requirements" see Section C. Insurance certificates must be submitted and approved by Dutchess County before the contract can be fully executed. **Any inquiry regarding the contract and insurance requirements, including specific proposed deviation to contract and insurance requirements, must be submitted in accordance with the section titled QUESTIONS. Proposers must clearly state the exact contract clause or insurance requirement they seek to modify and provide the specific alternative language they propose in their question submittal, and submit by the deadline listed in Section 16.0 Questions.**

6.1 CONTRACT PERIOD

The terms of the contract and payment terms will be negotiated within (6) weeks following the award of RFP. The contract will be for a period beginning January 1, 2027, and ending December 31, 2028, with the option to renew for three (3) additional one (1) year periods at the discretion of the County.

6.2 PRICE ADJUSTMENT

Any requests for reasonable price adjustments must be submitted in accordance with this section. A Price Adjustment request must be made in writing and include the reason for the request, documentation supporting the request (i.e., commodity increases), the current pricing, and the requested revised pricing. Any request for a price adjustment by either party must be supported by costs reports, utilization rates and volume number.

There is no guarantee the County will accept a Price Adjustment; therefore, Contractor/Supplier should be prepared for the pricing to be firm over the Term of the Agreement. The County is only willing to entertain Price Adjustments based on an increase to Contractor's/Supplier's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement.

The Director of Central Services may use available indexes (i.e., CPI, PPI and/or prevailing wage rate percentage increases) to determine if the requested Price Adjustment is reasonable. Typically, a Price Adjustment that exceeds 5% will not be approved unless very unusual and significant changes have occurred in the industry.

If the County agrees to the Price Adjustment, the County shall issue written approval of the change. If the request is not accepted, the County may entirely reject the request or may counter with revised pricing.

In the event industry costs decline, the County shall have the right to receive, from the Contractor, a reasonable reduction in prices/pricing that reflect such cost changes in the industry. The County will make a written request to the Contractor for a Price Adjustment in writing with supporting documentation.

6.3 SUBCONTRACTING

The Contractor may not enter into any subcontracts to provide the services described herein unless each subcontract receives the prior written approval of the County, which shall have the right to review and approve each and every subcontract prior to giving written approval to the Proposer to enter into the subcontract. All agreements between the Proposer and subcontractors must be by bona fide, written contract.

6.4 CONTRACT PAYMENTS

All payments to contractors shall be made as reimbursements of expenses based on actual expenses approved by Dutchess County, and no funds applied to other uses. All claims for contract payments are subject to audit. **NOTE: issuance of this award and possible contract extensions are contingent on receipt of State funding.**

The Contractor must use the Dutchess County Payment Request Form available at <http://dutchessny.gov/CountyGov/Contracted-Services-and-Programs.htm> . This form must be used for billings to the Department. It must be e-mailed with all of the back-up documentation requested for each item billed i.e. payroll data, etc. Any bills received without a completed Payment Request Form will be returned unpaid.

The County expects the successful Contractor to execute a contract which gives the County the right to terminate the contract for default, retains the County's right to set-off and any other remedies available, including pursuing enforcement in a court of competent jurisdiction.

7.0 QUALIFICATIONS OF PROPOSERS

7.1 STATEMENT OF QUALIFICATIONS

Each Proposer shall provide a statement of qualifications as required by the Proposal Submission Package (Application Section II.).

Entities that are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency are not eligible to respond to this RFP or to receive a contract.

In addition, if the successful Contractor or any of its officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any federal state, or local agency, municipality, or department, during the period in which goods and/or services are provided pursuant to this RFP, the successful Contractor agrees to immediately notify the County Attorney of such status. Any misrepresentation or false statement related to the successful Proposer's status in this regard, or any failure by the successful Contractor to immediately notify the County Attorney of any change in such status, shall result in immediate termination of County's business relationship with the successful Contractor, in addition to such other remedies as may be provided by law, in equity, pursuant to the terms and conditions of this RFP document, or the conditions of the Award.

Proposers are expected to have the technical competence, knowledge and expertise in management and administration, the professional staff, and the administrative and fiscal management systems to accomplish the scope of work and the goals and objectives stated in this RFP and must meet high standards of public service and fiduciary responsibility.

Proposers are responsible for being knowledgeable of all laws, regulations, rules, and policies of the specific funding sources involved and applying them in developing the RFP response

To be eligible to apply for these funds, Proposers must demonstrate their ability to quickly implement a program.

All qualified Proposers must:

- A. Be incorporated as a not-for-profit organization holding a 501(c)(3);
- B. Have or plan to establish office/s by 1/1/2027 in Dutchess County and serve Dutchess County residents;
- C. Ensure that at least 70% of its program clientele are victims of domestic violence and their children;
- D. Ensure that the building, room or space in which staff and clients are housed for any purposes while attending program services, and all facilities and equipment therein, meet the local standards for purposes of local fire, health, and safety authorities.
- E. Be in compliance with relevant federal, state, and local anti-discrimination legislation and equal employment opportunity requirements; and
- F. Be culturally sensitive to the needs of participants.

The items referenced in this part are listed on the Certification Statement of Ability to Meet Minimum Requirements.

7.2 EXPERIENCE

The Proposer's mission must be compatible with providing Domestic Violence Services and prevention programs and being an advocate for domestic violence survivors. An established relationship to schools is a plus.

Proposers shall demonstrate at least three (3) years of experience with the administration, provision and coordination of non-residential or residential domestic violence services. In particular, the County seeks proposers with the following qualities:

- a. Proposers must also have an understanding of the interrelationships of various county departments and their unique responsibilities to New York State and the federal government
- b. Capacity to work in partnership with DCFS in identifying, developing and implementing strategies to provide the highest quality non-residential domestic violence services, in the most cost-effective manner possible.
- c. Capacity to work in partnership with various County Departments, the courts towards a goal of coordinated non-residential domestic violence services.

Personnel Experience:

The Proposer must supply the resumes of all of the personnel the Proposer intends to recommend for handling each of these programs. Each resume should detail previous programs that these staff members have successfully operated.

7.3 SERVICES REFERENCES/FINANCIAL RECORDS

Proposers in their proposal shall, as a minimum:

- ☐ Provide at least three references from individuals or organizations familiar with the services the Agency provides. References must include the name, address, telephone number and e-mail address of a representative of such organizations who may be contacted directly.
- ☐ Provide a copy of its most recently audited annual financial statement, auditor's opinion and annual report. The organization must be in good fiscal standing.

7.4 VERIFICATION OF QUALIFICATIONS

In addition, Dutchess County may make such investigations as it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within the deadline provided by the County, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

8.0 COST PROVISION

Each Proposer shall submit a budget proposal for the services described above in Section 5.0. To be considered for award under this RFP, agencies must follow the format set forth in the Budget Format Template (Application Section V.).

Payment for fiscal years (2029, 2030 and 2031) of the proposal shall include a negotiated adjustment, based upon the performance of the provider, utilization of services as well as changes in volume of services provided. Any request for a price adjustment by either party must be supported by cost reports, utilization rates and volume number.

Eligible costs include payment for:

- personnel costs associated with the provision of services;
- limited non-personal services costs related to Program activities. and
- agency administrative costs of up to 18 percent of the contract award, provided that such costs are sufficiently documented and can be appropriately charged to the program.

No fees can be charged for the above services.

Only one proposal may be submitted by a Proposer, although services may be provided in multiple sites. The award shall in no event duplicate reimbursement provided or funding made available by the Department/s or any other federal, State or local government entity

No matching funds are required.

8.1 PERFORMANCE LEVELS AND PAYMENT

Up to five percent (5%) of the annual budget amount will be based upon the Contractors achievement of the specified minimum Program Performance Outcomes for each component. The level of performance will be determined by DC DCFS upon review of claim and reporting data from the Contractor. **If the Annual Performance Outcome target is not met, 1% of the annual budget amount will be withheld for each one of the specified performance targets not achieved. The County may withhold up to a maximum of 5%. Payment based on the achievement of performance targets is mandatory and must be agreed to by the Contractor. For each component the minimum level of performance is described in Section 5.0.**

9.0 GENERAL INFORMATION FOR PROPOSERS

9.1 RESERVATION OF RIGHTS

The County reserves the right to request and consider additional information from any Proposer beyond that presented in the initial proposal. The award of the contract, if any, may be made in

reliance on additional information requested. Such information may include budget justification, program information, operational details, personnel information, or other funding source information.

The County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.

All decisions with respect to the awarding of this contract are the sole responsibility of the County. **Dutchess County reserves the right to amend, modify or withdraw this RFP, and to reject any proposals submitted. Dutchess County also reserves the right to award this contract(s) to as many or as few applicants as it may select and the right to fund only specified programs proposed and the right to provide additional funding to awardees if additional funds become available.**

If the Proposer selected via this request ultimately withdraws from or fails to meet the requirements, the County reserves the right to select an alternative Proposer for these services.

The County may also reject all proposals and cancel the Proposal request if it is in the best interest of the County.

9.2 NEWS RELEASES

News releases pertaining to this RFP or the services to which it relates shall not be made without prior approval by the County and then only in coordination with the County Executive's Office.

9.3 INCURRING COSTS

Dutchess County shall not be liable for any costs incurred by Proposers prior to the effective date of the contract.

9.4 OBLIGATIONS, ACTIVITIES AND PERMITTED USES/DISCLOSURES OF PERSONAL HEALTH INFORMATION (PHI)

a. Except as otherwise limited in the contract, the Successful Contractor may use PHI for the proper management and administration of the Contractor, to perform functions, activities or services for, or on behalf of County as specified in the Scope of Services contained in the contract or to carry out the legal responsibilities of the Contractor as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the County or the minimum necessary policies and procedures of the County. Except as otherwise limited in the contract, the Proposer may disclose PHI for the proper management and administration of the Contractor and to perform functions, activities or services for, or on behalf of the County as specified in the Scope of Services of the contract, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to Contractor.

b. The Successful Contractor must agree to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by the contract, and, upon knowledge of a violation, to mitigate any known harmful effects of such a disclosure. The Successful Contractor must immediately report to the County any use or disclosure of PHI not provided by the contract of which it becomes aware. The Successful Contractor must ensure any agents and subcontractors of the Successful Contractor to the extent allowed by the contract, to whom PHI is supplied, created, used or maintained on behalf of the County, shall be bound by the requirements of this Section.

c. The Successful Contractor must provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The Successful Contractor must make any amendments to PHI in a designated record set that the County directs or agrees to in accordance with 45 CFR § 164.526. The Successful Contractor must make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.

d. The Successful Contractor must make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the Successful Contractor on behalf of the County available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the Successful Contractors compliance with this Section.

9.5 TERMINATION FOR BREACH OF PHI PRIVACY RULE

a. Upon the County's knowledge of a breach or violation of the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E by the Successful Contractor, the County, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the contract if it determines that such a breach violated a material term of these Sections. Notwithstanding that, the County may provide an opportunity for the Contractor to cure the breach or end the violation within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the contract without penalty. If neither termination nor cure is feasible, the County shall report the violation to the Secretary.

b. Upon termination of the contract, if feasible, the Contractor, shall return or destroy all PHI received from, or created or received by the Proposer on behalf of the County that the Contractor still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

9.6 CONFIDENTIALITY/INFORMATION SECURITY

To maintain confidentiality and safety, the Contractor will not have a Program sign at its location.

The Contractor will abide by the confidentiality standards included in 18 NYCRR Part 462 as well as the regulations of federal acts including the Violence Against Women Act (VAWA), the Victims of Crime Act (VOCA), and the Family Violence Prevention Services Act (FVPSA).

The Contractor shall protect the confidentiality and security of information obtained or accessed in the implementation or operation of the Program. The use of the confidential information is confined to activities that are essential for the purposes of the program or pursuant to a valid written authorization signed by the applicant or recipient. The Contractor will treat all Personally Identifiable Information relating to program participants as confidential information and shall only use such information as necessary to report on performance measures and to provide services. The Contractor will take all necessary and prudent precautions to require that all confidential, personal, private and sensitive information is secured so that only authorized users shall have access to such information

The Contractor must agree to require any and all of its agents, employees and other designees and assigns to agree to safeguard from unauthorized use and disclosure any and all information disclosed to them by DC DCFS, Program applicants or recipients or any third party and shall maintain the confidentiality of such information pursuant to federal and state regulations.

In the event of any unauthorized access or theft of client data, the Contractor shall immediately, but in no event more than one (1) business day following discovery, notify DC DCFS providing details as to the nature, location, date, time and individuals involved in the security incident. In the event of a Data Breach, the Contractor shall immediately notify DC DCFS of such breach by telephone at 845-486-3550 and e-mail at Rector, Steven (DFA) Steven.Rector@dfa.state.ny.us . providing details as to the nature, location, date, time and individuals involved in the security incident and perform such acts as DCDCFS considers reasonably necessary to remedy or mitigate the effects of the data breach. The parties shall coordinate and cooperate in good faith on developing the content of any related public statements or any required notices.

The Contractor may not use the confidential information for any purpose other than the implementation and administration of the Program. Any breach of this Agreement may prevent the DC DCFS from any further cooperation with the Proposer and prevent any further use or access to the disclosed information.

The Contractor must ensure that its agents, employees, and other designees and assigns will agree to all provisions of these requirements, and in furtherance thereof will require all agents, employees, and other designees and assigns who will be accessing confidential information to sign the attached Agreement Attachment 1, User Confidentiality Agreement, to evidence their understanding and agreement.

The Contractor and its agents, employees, and other designees and assigns agree to indemnify and hold harmless the County, and its employees and officials for any loss, damages, judgments, and costs of liability arising from the release or use of the confidential information obtained or accessed through implementation and administration of this Program if caused by Contractor.

10.0 PROPOSAL SUBMISSION REQUIREMENTS

Proposals must be submitted electronically through the Empire State Purchasing Group's Regional Bid Notification System (BidNet Direct) Portal on or before **2:00 p.m., NOVEMBER 5, 2026**. Please refer to the instructions published with this RFP titled: Electronic Proposal Submittal Procedures for instructions on submitting your proposal electronically.

When submitting (uploading) a proposal electronically through the Empire State Purchasing Group's Regional Bid Notification System (BidNet Direct) Portal, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If you are in the middle of uploading your proposal at the closing time, the system will stop the process and your proposal will not be received by the system. **No proposals will be accepted after the designated time or date indicated in the proposal specifications.**

All costs associated with the preparation of a proposal in response to the RFP will be the responsibility of the proposer submitting the proposal. The County of Dutchess will not be responsible for any expenses in the preparation and/ or presentation of the proposal. Proposals must conform to all terms, conditions and requirements expressed in the Request for Proposals. Any proposals that do not conform to all requirements may be rejected / deemed non responsive without further evaluation or discussion.

In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth in Section B– Proposal Submission Package. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process.

Preferred proposals will

- Demonstrate necessary knowledge, experience, organizational, managerial and technical skills to successfully implement and manage the proposed project.
- Reflect a satisfactory record of performance in past contract services for Dutchess County, if applicable.
- Provide a reasonable budget that shows that the proposer will provide sufficient funding to support the goals of the Project.

All complete proposals received by the deadline will be evaluated.

The proposal of the successful Contractor(s) will be incorporated into the contract attached in Section C., which is a standard Dutchess County contract, containing standard language. At the time of contract development, awardees may be requested to provide additional budget and program information for the final contract

11.0 MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn in writing at any time prior to the opening of Proposals and delivered to the place where Proposals are to be submitted.

Each Proposal shall state that it is a firm offer for a period of one hundred twenty (120) days from the Proposal opening date. After expiration of the firm offer period, if no contract award has been made, a proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

12.0 EVALUATION PROCESS

Proposals will be screened for completeness and compliance with the eligibility and submission requirements. Proposals will be evaluated by a review committee. The review committee will review and evaluate each of the proposals using the criteria described below under Evaluation Criteria. Each reviewer will rank each proposal according to the Criteria. The reviewers will then convene to review and discuss these evaluations.

In addition to a review, Dutchess County reserves the right to conduct site visits and solicit the opinion of other funding agents prior to making a funding decision.

The County reserves the right to seek clarification of information submitted in response to this RFP, request additional information and/or request interviews or presentations during the evaluation process.

The County reserves the right to reject any or all proposals or parts of proposals.

13.0 EVALUATION CRITERIA

Proposals will be screened for completeness and compliance with the requirements described in these specifications. Proposals will be reviewed in accordance with the following criteria, listed in order of importance:

- 13.1** Technical proposal clearly describes mandatory program components and clearly demonstrates compliance with New York State and Dutchess County Non-Residential Domestic Violence Services Program requirements.
- 13.2** Proposer has the fiscal, administrative, organizational capability and resources to implement the Program and achieve the outcomes with key personnel in place.
- 13.3** Fairness and Reasonability of Cost.
- 13.4** The proposed workplan includes target dates for hiring staff (if necessary) and implementation of the program. Proposal Narrative indicates program can begin operations immediately or allows for a start-up on or about January 1, 2027.

- 13.5 Proposer has prior documented experience with providing non-residential domestic violence services or similar programs and each reference provides evidence proposer will provide the services at the level the County requires.
- 13.6 Proposer has a satisfactory contractual performance history with Dutchess County or another New York State municipal entity for similar services.

14.0 AWARD

The County reserves the right to make multiple awards with regard to this RFP if it is determined to be in the best interests of Dutchess County.

The County of Dutchess reserves the right to accept any submittal and/or parts thereof and/or to reject any and all submissions, or to waive any irregularities in the submissions if it is determined to be in the best interest of Dutchess County.

The proposal of the successful applicant(s) will be incorporated into the contract attached in Section C, which is a standard Dutchess County contract, containing standard language. At the time of contract development, awardees may be requested to provide additional budget and program information for the final contract.

The award of a contract is contingent upon the successful execution of the formal contract agreement.

All or any Dutchess County department(s) may participate in the resulting contract(s). Each ordering agency will be invoiced directly for their orders and will receive shipments and/or service at their designated locations.

15.0 ADDITIONAL DOCUMENTS REQUIRED FOR CONTRACTS

Please carefully review the terms and conditions set forth in the documents contained in Section C. These documents will become part of the resulting contract that will be executed between the successful applicant and Dutchess County. These assurances will be included in the contract that results from this proposal request. Proposer agencies that are unable to complete or abide by these assurances should not respond to this request. Proposers must provide the following forms in their proposal submission, all forms are provided within RFP published documents, ***failure to use the forms provided may result in Proposal being deemed non-responsive.***

The assurance documents included in Section C are:

- 15.1 Certification Statement of Ability to Meet Minimum Requirements,
- 15.2 Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility matters, and Drug-Free Workplace Requirements, Iran Divestment Act and Non-Discrimination in Employment in Northern Ireland MacBride Fair Employment Principles,
- 15.3 Vendor Responsibility Questionnaire,
- 15.4 Proposer Information/Acknowledgement Form CS-1,
- 15.5 Non-Collusion Affidavit Form CS-2,
- 15.6 Statement of Understanding of Indemnification and Insurance Requirements, and
- 15.7 Addenda Acknowledgement Form (if applicable)

16.0 QUESTIONS

Submit questions pertaining to this RFP, **including any inquiries or proposed deviation related to contract and insurance requirements**, by email to Sarah Andrews at sandrews@dutchessny.gov with a copy to Renee Osterhoudt at rosterhoudt@dutchessny.gov no later than 5:00pm (EST) on Friday, October 16, 2026. All answers to the submitted questions will be posted as an addendum on the following website: <https://www.bidnetdirect.com/new-york/county-of-dutchess>.

**PROPOSERS MUST CHECK THIS WEBSITE REGULARLY FOR ANY POSTED
ADDENDUMS PRIOR TO PROPOSAL SUBMISSION DEADLINE. ADDENDUMS MAY
CONTAIN SIGNIFICANT MODIFICATIONS TO RFP AND SPECIFICATIONS.**

SECTION B.

PROPOSAL SUBMISSION PACKAGE

PROPOSAL CHECKLIST

Below is the information that must be included in your proposal. To be considered for funding Proposers must complete and submit **all** of the following documents:

- ☐ Completed Proposal Checklist,
- ☐ most recent federal tax return,
- ☐ if a corporation, most recently audited annual financial statement, auditor's opinion and annual report,
- ☐ Certification Statement of Ability to Meet Minimum Requirements,
- ☐ Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace, Compliance with Iran Divestment Act and Non-Discrimination in Employment in Northern Ireland MacBride Fair Employment Principles,
- ☐ Vendor Responsibility Questionnaire,
- ☐ Statement of Understanding of Indemnification and Insurance Requirements,
- ☐ completed and signed Proposer Information and Acknowledgement Form CS-1,
- ☐ completed and signed Non-Collusion Affidavit Form CS-2,
- ☐ completed and signed Addenda Acknowledgement Form (if applicable),
- ☐ Transmittal Letter (signed by an officer of the firm authorized to commit the Proposer to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the Proposer's contact person),
- ☐ Agency Organizational Chart showing the Proposed Program, and
- ☐ Resumes of All Key Administrative and Program Personnel.

Application Documents (which are provided as separate Attachments to this RFP):

Sections I, II, III and IV. of the Application in Word format and Section V. in Excel format.

- ☐ Section I. Company Information,
- ☐ Section II. Qualifications and Experience of Proposer,
- ☐ Section III. References,
- ☐ Section IV. Program Narrative, and
- ☐ Section V. Budget. Proposers should also make certain that all costs associated with providing these services are included and that information is entered into the Tabs for Program Budget, Budget Narrative and Program Personnel. Provide **separate Excel Worksheets for budgets for years 2027 and 2028**. For the Agency Budget- **either submit a separate overall Agency Budget or use the Tab in the Budget Workbook**.

SECTION C
ADDITIONAL DOCUMENTS REQUIRED FOR CONTRACTS

CERTIFICATION STATEMENT OF ABILITY TO MEET MINIMUM REQUIREMENTS

The agency/corporation acting as the fiscal agent responding to this grant request must certify that it is in a position to meet the minimum requirements. By signing this document, the representatives attest that the agency can provide and/or meet all items listed below.

1. Be incorporated as a not-for-profit organization holding a 501(c)(3),
2. Have or plan to establish office/s by 1/1/2027 in Dutchess County and serve Dutchess County residents,
3. Ensure that at least 70% of its program clientele are victims of domestic violence and their children,
4. Ensure that the building, room or space in which staff and clients are housed for any purposes while attending program services, and all facilities and equipment therein, meet the local standards for purposes of local fire, health, and safety authorities,
5. Be in compliance with relevant federal, state, and local anti-discrimination legislation and equal employment opportunity requirements; and
6. Be culturally sensitive to the needs of participants.

I have read the list of mandatory items and certify that our institution can provide and/or meet all items requested on the list.

	Community-based Organization Representative
Name	
Title	
Agency Name	
Date	
Signature	

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS, COMPLIANCE WITH THE IRAN DIVESTMENT ACT AND NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND MACBRIDE FAIR EMPLOYMENT PRINCIPLES REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

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

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE

(A). 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. For grantees other than individuals, Alternate I applies.

4. For grantees who are individuals, Alternate II applies.

5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

6. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

(B). Alternate I (Grantees Other Than Individuals).

1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

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

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

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

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

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

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

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

(2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction;

(e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

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

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

(C). Alternate II (Grantees Who Are Individuals).

1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT PROJECT NAME	PR/AWARD NUMBER AND / OR
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	
DATE	

VENDOR RESPONSIBILITY QUESTIONNAIRE

New York State Finance Law and Dutchess County Procurement Policy require that the County award contracts to responsible contractors including but not limited to not-for-profit and for-profit vendors. Vendor responsibility will be determined based on the information provided by the Proposer through the Vendor Responsibility Questionnaire and a review of the most recently issued independently audited annual financial reports that must be include with the RFP response.

It is important that every Vendor Responsibility Questionnaire question is responded to in a complete manner. There are questions that require written explanation; responses must be thorough, complete, and current. The owner or officer of the bidding organization must complete the attestation at the end of the questionnaire.

The County reserves the right to reject any proposal if in the sole discretion of the County, it determines the bidder is not a responsible vendor, or is not, or may not be, during the life of the contract, a stable financial entity. All proposals are subject to vendor responsibility determination before the award is made and such determination can be revisited at any point up to the final approval of the contract by the County.

INSTRUCTIONS

Please complete this form answering every question. A "Yes" answer to any question requires a written explanation attached to the questionnaire and submitted on company letterhead signed by an officer of the company.

QUESTIONS

Within the past five years, has your firm, any affiliate, any owner of 5% or more of the equity firm's or officer or major stockholder or any person involved in the bidding or contracting process been the subject of any of the following:

1. a judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion?
☐ Yes ☐ No
2. a criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion?
☐ Yes ☐ No
3. a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to fraud, extortion, bribery, racketeering, price-fixing, or bid collusion?
☐ Yes ☐ No
4. an investigation for a civil violation by any local, state or federal agency?
☐ Yes ☐ No
5. an unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any government agency?
☐ Yes ☐ No
6. a local, state or federal suspension, debarment or termination from the contract process?
☐ Yes ☐ No
7. a local, state or federal denial of award for non-responsibility?
☐ Yes ☐ No
8. an agreement to voluntary exclusion from bidding/contracting?
☐ Yes ☐ No
9. an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract?
☐ Yes ☐ No
10. a firm-related bankruptcy proceeding?
☐ Yes ☐ No
11. a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license.
☐ Yes ☐ No
12. a rejection of a bid on a New York contract for failure to comply with the MacBride Fair Employment Principles?
☐ Yes ☐ No

13. a citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of?
- federal, state or local health laws, rules or regulations
 - unemployment insurance or workers' compensation coverage or claim requirements
 - ERISA (Employee Requirement Income Security Act)
 - federal, state or local human rights laws
 - federal, state or local labor laws, rules or regulations
 - federal or state security laws
 - federal INS and Alienage laws
 - Shennan Act or other federal anti-trust laws.
- ☐ Yes ☐ No
14. a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?
- ☐ Yes ☐ No
15. an occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful? ☐ Yes ☐ No

NOTES

Information on the following additional topics should be submitted with this questionnaire. Check "none" if topic does not apply.

- (1) Agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency?
- ☐ None
- (2) Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation previously or currently used by your business which is different from that listed on your mailing list application form?
- ☐ None

CERTIFICATION

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Dutchess or its agencies or political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the County or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete and acknowledges that submission of false or misleading information will constitute grounds for the County to terminate its contract (or revoke its approval of a subcontract) with the undersigned or the organization of which he/she is an officer.

Name of Business

Signature of Officer

Address

Typed Copy of Signature

City, State, Zip

Title

Principal place of business if different from address listed above (include complete address):

**STATEMENT OF UNDERSTANDING OF
INDEMNIFICATION AND INSURANCE REQUIREMENTS
FOR
NON-RESIDENTIAL DOMESTIC VIOLENCE CORE SERVICES
RFP-DCP-101-26**

I (We) have read the Indemnification and Insurance Requirements cited in the subject Request for Proposal and understand the obligations thereof. These requirements have been reviewed with our insurance agent and/or legal counsel and it was determined that the Indemnification and Insurance requirements are acceptable. Upon receipt of a designation from the County of Dutchess to perform the services described in the subject RFP, I (we) intend to enter into an agreement with the County of Dutchess that will include the Indemnification and Insurance requirements as stated within the RFP.

Full Legal Name of Company: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Name of Authorized Official Submitting Proposal:

(Please Print or Type)

Signature of Authorized Official Submitting Proposal:

Date: _____

THIS COMPLETED FORM MUST BE INCLUDED WITH YOUR SUBMITTAL

PROPOSER INFORMATION/ACKNOWLEDGEMENT FORM

The undersigned, having carefully examined the appropriate specifications, #RFP-DCP-101-26 dated September 30, 2026, does hereby agree to furnish and deliver to the County of Dutchess, Poughkeepsie, New York, the proposed items/services at the price(s) indicated in Proposal Submission:

Full Legal Name of
Company Submitting Proposal: _____

Street Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____

Phone Number: () _____ Fax Number: () _____

E-Mail Address: _____ Web Address: _____

Federal ID Number: _____ Unique Entity Identifier #(UEI): _____

Name of Authorized Official Submitting Proposal: _____
(Please Print or Type)

Signature of Authorized Official Submitting Proposal: _____

Date: _____

- By signing and submitting this proposal for consideration by the Dutchess County Division of Central Services, the vendor acknowledges that they have read, understand and agree to all aspects of the specifications as presented without reservation or alteration.
- By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

CS-1

NON-COLLUSION AFFIDAVIT

#RFP-DCP-101-26

NON-RESIDENTIAL DOMESTIC VIOLENCE CORE SERVICES

As required by Section 103-d of the New York State General Municipal Law, the bidder certifies under the penalties of perjury that:

(a) "By submission of this, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid 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 bid 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 bidder or with any competitor;

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

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

Signed _____

By _____
(Company President or Authorized Representative)

Dated _____

Bid submitted by: Company Name: _____

Address: _____

Phone: _____

Fax #: _____

Email: _____

CS-2

ADDENDA ACKNOWLEDGMENT FORM

Bidder/Proposer acknowledges receipt of the following addenda to **RFP-DCP-101-26**:

Addendum No.		Dated:	
Addendum No.		Dated:	
Addendum No.		Dated:	
Addendum No.		Dated:	
Addendum No.		Dated:	
Addendum No.		Dated:	

Failure to acknowledge receipt of all addenda may deem the Bidder/Proposer as non-responsive.

Full Legal Name of Company Submitting Bid/Proposal: _____

Authorized Signature: _____

Title: _____

Date: _____

DUTCHESS COUNTY STANDARD CONTRACT
AGREEMENT
AGREEMENT

THIS AGREEMENT, bearing the date set forth on the signature page, by and between the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and <<Company_Name>> <<Fname>> <<Lname>>, a xx (corporation) whose address is <<Address>>, <<City>>, <<State>>, <<Zip>> (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

WHEREAS, the County's Department of Community and Family Services desires the services of the Contractor to provide xx, and

WHEREAS, the Contractor is qualified and is willing and able to perform such services in a timely manner, and

WHEREAS, the funds necessary to pay for such services are appropriated in the 202__ Adopted County Budget, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. **SCOPE OF SERVICES.** The Contractor agrees to perform in a manner which is acceptable to the County, consistent with the highest standards of care, and in strict compliance with all applicable Federal, State, and local laws, regulations and procedures, the services set forth in Exhibit "A" annexed hereto and made a part of this Agreement. If any term, provision, clause or covenant of Exhibit "A" contradicts or creates an ambiguity with any term, provision, clause or covenant of this Agreement, paragraphs "1" through "____" inclusive of this Agreement shall govern.

2. **PROJECT AND DOCUMENTS FORMING THIS AGREEMENT.** This Agreement shall be deemed to include (if applicable): the advertisement for proposals; the Instructions to Bidders; the Information for Bidders; the Contractor's proposal; the technical and contract specifications; the plans or drawings; any addenda to specifications if the same are issued prior to the date of receipt of proposal; insurance contacts and certificates of insurance; and all provisions required by law to be inserted in the contract, whether actually inserted or not. The project is described as follows: [Request For Proposal] DCP-xx-xx, for xx.

3. **TERM OF AGREEMENT.** This Agreement shall be effective xx, 20xx and shall terminate on xx, 20xx, unless otherwise terminated as set forth herein.

4. **EXTENSION.** This Agreement may be extended for additional periods of one year each, not exceeding in total five (5) years from the original Agreement date, upon such terms and conditions as may be agreed between the parties in writing by fully executing a contract extension/amendment.

5. **PAYMENT.** As full and complete consideration for the services so rendered, the County shall pay a total sum not to exceed xxx and 00/100 (\$xx.00) DOLLARS. The Contractor shall be required to receive payments electronically by submitting an authorization form to the Dutchess County Comptroller.

Payment of the above consideration shall be made to the Contractor upon submission of xx statements in a form satisfactory to the County. No payment shall be made prior to audit and approval by the County.

6. **INDEPENDENT CONTRACTOR STATUS.** The Contractor agrees that it is an independent contractor and that it shall not hold itself out to be an employee or officer of the County, and that therefore, neither Federal, State, nor local income tax nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Contractor or its employees; that the Contractor shall not be eligible for, and shall not be

entitled to participate in, any employee pension, health, retirement or other fringe benefit plan of the County; that the Contractor shall have no Workers' Compensation or disability coverage through the County for the Contractor or his employees, and that the Contractor shall not be entitled to make any claim against the County for these or any other rights or privileges of an officer or employee of the County.

7. **INDEMNIFICATION.** The Contractor agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising from the Contractor's work. The Contractor shall investigate, handle, respond to and defend any such claims, demands or suits at its sole expense, and shall bear all other related costs and expenses even if such claims, demands, or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Agreement.

In any matter in which indemnification hereunder would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provision shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

8. **INSURANCE REQUIREMENTS.** At all times during the term of this Agreement, the Contractor and its subcontractors, if any, shall maintain at its own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Workers' Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each Contractor shall provide:

- a. a certificate of insurance on an Acord form indicating proof of coverage for Workers' Compensation Employer's Liability, **OR**
- b. a New York State Workers' Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that the Contractor is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from the NYS Workers' Compensation Board, Form CE-200.
- d. A certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability {and sexual abuse and molestation insurance coverage for all participants in the program}. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The County must be listed as additional insured.

Professional Liability, with limits not less than \$1,000,000 per claim; \$3,000,000 in the aggregate. In the event of expiration or termination of this Agreement, each party hereto shall either maintain the abovementioned insurance coverage for a period of not less than three (3) years or shall provide an equivalent extended reporting endorsement (commonly known as a ‘tail policy’).

Cyber/Network Security and Data Privacy Liability Insurance (“Cyber Policy”) of \$2,000,000 **per** claim and annual aggregate that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices), servers, client’s data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (e) third party liability; (f) cyber extortion; (g) cyber-crime including invoice manipulation, impersonation and social engineering.

Excess/Umbrella Liability, if required, with limits not less than \$5,000,000 per occurrence with a \$5,000,000 aggregate. The County must be included as additional insured.

The Acord form certificate of insurance must contain the following provisions:

- (A) The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) Commercial general and automobile liability policies are primary and noncontributory.
- (C) Commercial general liability, automobile liability and Workers’ Compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.
- (D) Any umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.
- (E) If the Workers’ Compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Contractor. The Contractor and its sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Payment(s) to the Contractor may be suspended in the event the Contractor and its sub-contractor(s), if any, fails to provide the required insurance documentation in a timely manner.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney

County Office Building
22 Market Street
Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Contractor to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Contractor to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Contractor concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the County.

All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Contractor until the Contractor furnishes such additional security as is determined necessary by the County.

9. QUALIFICATIONS OF CONTRACTOR. The Contractor specifically represents that he and his members, officers, employees, agents, servants, consultants and subcontractors have the experience, knowledge and character necessary to perform their particular duties under this Agreement.

10. PERMITS AND COMPLIANCE. The Contractor shall obtain, maintain and pay for any and all permits and licenses legally required. Contractor shall give all notices, pay all fees, and arrange for all inspections and approvals required by any governmental agencies. Contractor shall comply with all laws, rules and regulations applicable to the work to be performed hereunder. All of the above shall be done at no additional cost to the County. Questions relating to any applicable permits, rules or regulations shall be referred to our appropriate representative. If Contractor performs any work which is contrary to any laws, ordinances, rules, regulations, permit conditions, building codes, orders or directive, the Contractor shall assume full responsibility therefore and shall bear all costs and expenses thereto. The Contractor shall comply with the Federal Occupational Safety and Health Act and the Americans with Disabilities Act.

11. NON-DISCRIMINATION. Contractor shall neither discriminate against an employee or applicant for employment nor refuse services pursuant to or in connection with this Agreement because of age, race, creed, color, sex, sexual orientation, national origin, disability or marital status.

The Contractor shall take all affirmative steps necessary to ensure equal employment opportunities without discrimination because of age, race, creed, color, sex, sexual orientation, national origin, disability or marital status and to comply with all Federal, State and local civil rights laws including, but not limited to, the Americans with Disabilities Act.

12. RETENTION OF RECORDS. The Contractor agrees to maintain and have available for audit such records as may be required by the County, New York State or United States governmental agencies. These records shall be available for inspection by properly identified personnel of the above governmental agencies upon reasonable notice and shall be maintained for a minimum of ten (10) years after termination of this Agreement.

13. NON-ASSIGNMENT. This Agreement may not be assigned by the Contractor without prior written consent of the County, and the County shall be relieved of all liability and obligations consistent with the New York State General Municipal law Section 109 in the event of such unauthorized assignment.

14. TERMINATION. (a) *Without cause.* The County may terminate this Agreement upon ten (10) days' prior written notice to the Contractor of its intent to terminate without cause.

(b) *With cause.* The County may terminate this Agreement effective immediately, with subsequent written notice to be given to the Contractor of termination with cause.

In the event of termination with or without cause, the Contractor shall deliver to the County any or all drawings, specifications, reports and other data, records, materials and equipment in his custody or control pertaining to the Agreement and the County shall pay to the Contractor all amounts due to the time of termination in accordance with the terms of this Agreement. Such termination shall not give rise to any cause of action against the County for damages, loss of profits, expenses or other remuneration of any kind. Notwithstanding any other provision of this Agreement, if, in the judgment of the County, termination is made necessary or desirable because of the Contractor's failure to fulfill his obligations under this Agreement, or any other fault of the Contractor, the County may withhold payment of all or any part of moneys which otherwise may be payable to the Contractor under this Agreement and apply such moneys toward any damages or expenses sustained by the County as a result of such failure including, without limitation, any excess costs incurred by the County in completing the services under this Agreement by the use or employment of other contractors or otherwise. Notwithstanding the foregoing, the Contractor shall be liable to the County for all such damages and expenses without limitation to any such moneys being withheld by the County, and the failure of the County to withhold moneys from the Contractor shall not be construed as an acknowledgement by the County that no such damages or expenses exist and shall not prevent the County from thereafter making any claim against the Contractor therefore.

15. EXECUTORY. The Dutchess County fiscal year begins on January 1st and ends on December 31st of any given year. Notwithstanding anything to the contrary contained herein, it is understood and agreed that this Agreement shall be deemed executory only to the extent of the monies available to the County for the performance of the terms hereof and that, in the event that the Dutchess County Legislature fails to appropriate the necessary funds to affect payment in any calendar year, this Agreement shall automatically cease and terminate on the last day of the year in which funds have been appropriated for said Agreement and no liability on account thereof shall be incurred by the County beyond the funds available for the performance of this Agreement. It is further understood and agreed that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

16. NOTICE. Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

Dutchess County Department of Community and Family Service
Attn.: Office of the Commissioner
60 Market Street, 4th Floor
Poughkeepsie, New York 12601

With a copy to:
Dutchess County Department of Law
22 Market Street, 5th Floor
Poughkeepsie, New York 12601

<<Company_Name>>
<<Fname>> <<Lname>>
<<Address>>
<<City>>, <<State>>, <<Zip>>

17. NON-WAIVER. Failure of either party to exercise any rights under this Agreement for a breach thereof shall not be deemed a waiver thereof or a waiver of any subsequent breach.
18. SEVERABILITY. If any provision of this Agreement shall be held unenforceable, the rest of the Agreement shall nevertheless remain in full force and effect.
19. CHOICE OF LAW, VENUE. Any dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of New York. The parties hereby choose the New York State Supreme Court, Dutchess County as the forum for any such dispute.
20. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration but must instead be heard in accordance with the Paragraph above entitled "Choice of Law, Venue."
21. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process on it by registered or certified mail, return receipt requested or by facsimile (fax) transmission. Service hereunder shall be complete when deposited in the United States mail, duly addressed and with proper postage or when the fax has connected. Contractor must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service is complete in which to respond.
22. CAPTIONS. The captions are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms hereof.
23. GENDER. Words of the masculine or feminine gender in this Agreement, unless the meaning of the sentence indicates otherwise, shall be deemed to refer to either male or female persons.
24. LABOR LAW. The Contractor shall, at its own cost and expense, comply with all applicable provisions of the Labor Law, including, without limitation, Articles 8, 8-A and 9.
25. NOTICE OF INTENT TO SUE. (a) The Contractor agrees that, at least ninety (90) days prior to commencing suit against the County for any matter arising directly or indirectly out of this Agreement, the Contractor shall provide to the County a sworn document listing the time, place, and manner of any breach of this Agreement, together with an itemized list of any damages to which you believe you are entitled. (b) The County shall have the right to conduct a deposition upon oral questions of an officer, employee or agent of the Contractor, of the County's choice, as to any matter arising under this Agreement within the 90-day period described above. (c) Strict compliance with this paragraph shall be a condition precedent to maintenance or institution of any action or proceeding, whether legal or administrative. This paragraph shall not be construed to toll any applicable statute of limitation. (d) Any action against the county must be commenced within one year of the event which gives rise to liability.
26. REQUIRED PROVISIONS OF LAW. Each and every provision of Federal, State, or local law, rule or regulation required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended to make such insertion.
27. BINDING. This Agreement shall be valid and binding once it has been approved by the Dutchess County Attorney's Office, executed by the County Executive and delivered to the Contractor at the address indicated in the introductory paragraph of this Agreement.

28. ENFORCEMENT EXPENSES. The Contractor shall pay all costs and expenses, including reasonable attorney's fees (in-house or retained counsel), that the County incurs in enforcing any of the terms of this Agreement including all costs and expenses and reasonable attorney's fees incurred in connection with any appeals, whether the County is an appellant or a respondent.

29. SET-OFF RIGHTS. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purpose of set-off any moneys due to Contractor under this Agreement up to any amounts due and owing to the County with regard to this Agreement, any other agreement with the County or any of its departments or agencies. This right of set-off includes any agreement for a term commencing prior to or subsequent to the term of this Agreement. The right of set-off shall include any amounts due to the County for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

30. RULES OF CONSTRUCTION. This contract shall be deemed to have been mutually prepared by the parties hereto and shall not be construed against any of them solely by reason of authorship.

31. AUDIT. The Contractor shall maintain an accounting system that enables the County to readily identify assets, liabilities, revenues, expenses and disposition of County funds. Records should include, but not be limited to, those kept by the Contractor, its employees, agents, assigns, and subcontractors.

All vouchers or invoices presented for payment to be made hereunder, and the books, records and accounts upon which the vouchers or invoices are based are subject to review by the responsible department and audit by the County Comptroller. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the County.

The audits may include examination and review of the source and application of all funds from the County, State, or Federal governments. The Contractor shall not be entitled to any interim or final payment under this Agreement, and any overpayment may be recouped, if any audit requirements and/or requests have not been satisfactorily met or if any expenditures or fees by the Contractor are determined to be irregular by the auditor. This paragraph shall survive the termination of the Agreement.

32. SEVERANCE PAY: The County Shall Not Be Charged for Severance Pay Incentives. The County is aware that from time-to-time contract agencies engage in programs such as early retirement plans which reward employees with a severance payment as an incentive toward voluntary resignation. The County of Dutchess is prohibited by the New York State Constitution from making a gift of public funds and such severance pay incentives amount to such a gift. Therefore, notice is hereby given that County funds shall not be used for the purpose of severance pay or any such incentive. If an audit of payments made under this contract reveals that such payments have been made, the Contractor shall immediately reimburse the County for the full amount with interest upon receipt of a written demand from the County. In addition, the County may declare this agreement null and void.

33. CONTRACTOR'S OBLIGATIONS POST TERMINATION WITH OR WITHOUT CAUSE. Upon termination of this Agreement, Contractor shall: (1) cooperate with the County to develop a transition plan and assist in affecting an orderly transfer of services and obligations to any successor Contractor(s) so as to prevent any disruption in services; (2) provide County with access to and a copy of, all books, records and other non-proprietary documents including, but not limited to digital records, relating to the performance of services under this Agreement that are required or requested, at no charge; and if so directed by the County, (3) continue to perform such services prior to actual termination at the agreed upon contractual rate for up to an additional one hundred twenty (120) days following the notice of termination. The obligations of this paragraph shall survive the termination of this Agreement whether the agreement is terminated for cause or terminated for convenience.

34. CONFIDENTIALITY. The Contractor shall comply with applicable Federal and State requirements for confidentiality of records and information and agrees not to allow examination of records nor disclosures of information, except as required by the County under the terms of this Agreement.

35. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS; ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution and delivery of this Agreement by electronic means, including but not limited to facsimile, email and signature platforms such as DocuSign, shall have the same legal effect and enforceability as manually signed paper originals. The parties hereby agree that electronic signatures used in accordance with the Electronic Signatures and Records Act (ESRA), New York State Technology Law Article 3, are expressly permitted and shall be considered valid and binding.

36. MANDATED REPORTING. The Contractor hereby agrees that its employees, agents, and subcontractors, including volunteers and interns, shall be required to annually complete Mandated Reporter Training, designed to help recognize, identify, and report suspected instances of child abuse, neglect, or maltreatment. Records verifying completion of such training shall be provided to County upon request. Free online training is offered by New York State Office of Children and Family Services through the Mandated Reporter Resource Center.

In the absence of an employee mandated to report under New York Social Services Law §413(1)(a), the Contractor shall designate an employee or officer as a Mandated Reporter who shall receive reports and be required to cause reports to be filed in accordance with New York State Social Services Law. The Contractor shall implement policies and procedures acceptable to the County that require all employees, volunteers, subcontractors, and agents performing work under this Agreement to promptly report or cause a report to be made to a Mandated Reporter of the Contractor when they have reasonable cause to suspect that a child has been or is being abused or maltreated, or has personal knowledge of facts, conditions or circumstances which, if correct, would render the child an abused or maltreated child. Contractor shall require such report is filed in accordance with New York State Social Services Law once a report is received by a Mandated Reporter.

OR USE THE FOLLOWING FOR VULNERABLE ADULTS

XX. MANDATED REPORTING. The Contractor hereby agrees that its employees, agents, and subcontractors, including volunteers and interns, shall be required to annually complete Mandated Reporter Training, designed to help recognize, identify, and report suspected instances of abuse, neglect, or maltreatment of vulnerable persons. Records verifying completion of such training shall be provided to County upon request. Free online training is offered by the Justice Center for the Protection of People with Special Needs.

In the absence of an employee mandated to report under New York Social Services Law §491, the Contractor shall designate an employee or officer as a Mandated Reporter who shall receive reports and be required to cause reports to be filed in accordance with New York State Social Services Law. The Contractor shall implement policies and procedures acceptable to the County that require all employees, volunteers, subcontractors, and agents performing work under this Agreement to promptly report or cause a report to be made to a Mandated Reporter of the Contractor when they have reasonable cause to suspect that a vulnerable person has been subjected to a reportable incident. Contractor shall require such report to be filed in accordance with New York State Social Services Law once a report is received by a Mandated Reporter.

37. BUDGET. The Contractor agrees to provide services under this Agreement in strict compliance with the budget which is annexed to and made a part of this Agreement as Exhibit “B” and which details all personnel or other costs of services to be rendered by the Contractor under this Agreement. Any change or modification of the budget must be in writing and must be approved in advance by the County. Notwithstanding any other provision of this Agreement, the Contractor agrees that, in the event that his

expenditures are less than his total budget and at the termination of this Agreement County funds remain unexpended, he shall return said funds to the County.

38. POLICIES AND PROCEDURES. All work completed under this Agreement is subject to the Manual of Policies and Procedures for Contracted Services. A copy of this Manual is attached hereto as Exhibit “___”. This Manual is subject to change by the County. A current version of the Manual is available at this link: <http://dutchessny.gov/ContractedServices>.

***THIS IS OPTIONAL PARAGRAPH**

xx. REPORTS. Commencing the first quarter following the full execution of this Agreement, the Contractor shall complete and submit the Quarterly Program Outcome Progress Report to the County, Attached as Exhibit “___” quarterly, and within 45 calendar days after the end of each quarter. The parties may mutually agree to use a Reporting form other than that which is appended as Exhibit “___”, so long as the information contained therein sets forth at least all the salient information included in Exhibit “___”. The purpose of this reporting is for the Contractor to provide the County with measurable progress reports on outcome, outputs and deliverables in each of the Contractor’s main programmatic areas. These reports will be reviewed by the County in connection with the Contractor’s Annual Budget.

39. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement made this ____ day of _____, 202__.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney’s Office

BY: _____
County Executive

APPROVED AS TO CONTENT:

<<Company_Name>>

<<Department Head>>

BY: _____
<<Fname>> <<Lname>>

Title _____

APPENDIX A

Dutchess County Program Outcome Progress Report

Organization:			Program Name:			Program Year:		
Reporting Period:	Specify Quarter Covered (xx/xx/xx - xx/xx/xx)	# of Unduplicated Individuals Served Each Quarter.		Reporting Period:	Unduplicated # of Individuals Served the Entire Year.	Specify Period Covered from month/year to month/year		
First quarter				Annual				
Second quarter								
Third Quarter								
Fourth quarter								

Outcomes As written in the Scope of Services in the Contract		Actual, <u>Unduplicated</u> # of Participants Achieving Outcome or Process Measures Item #'s Accomplished				# and Percent of Unduplicated Participants who achieved the outcome - End of Year. Only complete this column at the end of the year.	
Outcome Statement <i>Outcomes should be specific, measurable, realistic, and include a measurement tool to measure outcome achievement (Outcomes listed here must be those listed in the Contract Scope of Services).</i>	Total Target # and % of individuals who are expected to achieve outcome or total # of items to be accomplished	1st Quarter <i>Include Period Covered above</i>	2nd Quarter <i>Include Period Covered above</i>	3rd Quarter <i>Include Period Covered above</i>	4th Quarter <i>Include Period Covered above</i>	# Achieving Outcome	% for Each Outcome % obtained by dividing the Total # of Annual Unduplicated Individuals who Achieved each Outcome by the Total # of Annual Unduplicated Individuals Served.

Required Narrative: In the space below, provide an analysis of your outcomes during the reporting period making note of any unanticipated accomplishments or obstacles.