

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-107-26**
TITLE: **STAFFING SERVICES FOR LAW ENFORCEMENT ASSISTED
DIVERSION (LEAD) INITIATIVE**

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

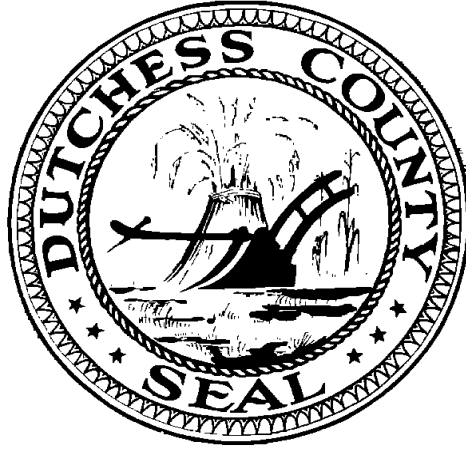
For purposes of facilitating your firm's response to our bid the County of Dutchess is interested in hearing reasons for failure to respond. If your firm is not responding, please indicate the reason by checking all appropriate items below and returning this form to the address above.

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 _____

**STAFFING SERVICES FOR LAW ENFORCEMENT ASSISTED
DIVERSION (LEAD) INITIATIVE**

**REQUEST FOR PROPOSALS
RFP-DCP-107-26**



**Proposals Due
NOVEMBER 9, 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 9, 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.**

REQUEST FOR PROPOSALS
for
**STAFFING SERVICES FOR LAW ENFORCEMENT
ASSISTED DIVERSION (LEAD) INITIATIVE**

1.0 INTRODUCTION

The Department of Mental Health is seeking to award a contract to a qualified firm (hereinafter may be referred to as “Contractor”) to provide partial staffing for the county initiative Law Enforcement Assisted Diversion (LEAD) team. LEAD exists to establish a new system of response and care for people who live with unmanaged behavioral health needs, deep experiences of complex trauma, cognitive disabilities, persistent poverty and often lifelong experiences of punishment, failure, betrayal, and marginalization – people who are not served by office-based, appointment-based, time-delimited (ongoing) care. LEAD currently operates in the City of Poughkeepsie but there may be future expansion opportunities into other areas of the county as indicated by needs assessment and funding availability.

Goals of the Program are, but are not limited to:

- redirect people away from the criminal justice system and into community-based health and support services for low-level offenses
- reorient the government response: Shift how local leaders and police handle public safety, social disorder, and health crises from punishment to care.
- Lower the number of people who enter the criminal justice system for minor crimes tied to drug use, mental illness, sex work, or extreme poverty
- Build trust and improve the relationship between police officers and the local community
- Improve public safety
- Improve outcome for people with unmet behavioral health needs

2.0 SCOPE OF SERVICES

The awarded Contractor will provide the following scope of services:

2.1 Provide at minimum, the following staffing to support the LEAD initiative in Dutchess County (hours of operation to be determined):

- Two, full time intensive Case Managers who will have a limited case load of maximum 25 individuals. Position described below.
- One, Outreach and Intake Operations Coordinator. Position described below
- One, Community Liaison Coordinator. Position described below.
- One, Person with lived experience/Peer Advocate. Position described below.

2.1.1 Case Management

- LEAD must operate with client-to-case-manager ratios of no more than 25:1; given LEAD clients’ complex and long-term needs.
- Case Managers connect participants to all available resources.
- Case Managers work to help the participant identify needed services and get them registered into those services.
- Transport the participant to services and stay with them to provide support via an agency (Contractor) vehicle.
- Maintain positive, collaborative relationships with all LEAD partners and other service providers.
- Case Managers must have demonstrated ability to provide street-based outreach and engagement services to a complex population (or a significant willingness to learn to do so).

- LEAD Case Management occurs on the streets and in the community, not in an office setting. In the LEAD model, Case Managers and the Outreach and Intake Coordinator comprise of a street-based team responsible for primary, participant-facing contact and services.

2.1.2 Outreach and Intake Operations Coordinator

- First point of contact for all referrals to LEAD case management
- Conducts street outreach to locate and attempt to engage referred individuals who have yet to complete intake or who do not regularly meet with their case manager
- Ensures effective and efficient communications and collaboration between all partners involved in referring and receiving referrals for LEAD, starting with the referral agency and the participant
- Must develop and maintain positive, collaborative relationships with all LEAD partners and other service providers, law enforcement, and LEAD participants demonstrating ability to provide street-based outreach and engagement with complex population
- Work as part of a street-based team to engage with participants face-to-face, covering for case managers when needed
- Willing and able to engage in the policies and procedures related to managing crisis situations in the community as outlined by the Dutchess County Department of Mental Health and the LEAD Project Manager; including, but not limited to, contacting Helpline, Mobile crisis team, the police, and/or utilizing the Dutchess County Stabilization Center
- Attend Operation Work group (OWG) as scheduled and all other meetings, including community-based meetings, as suggested or appointed by supervisor or delegate, and provide report on participants based on updates received from case managers
- Attend City of Poughkeepsie Court to facilitate diversion referrals and engage with participants
- Lead the team in daily morning huddles
- Assist with managing the daily and weekly schedule and update the white board accordingly
- Work in collaboration with the LEAD Community Engagement Liaison to identify barriers participants face in the community
- Responsible for overseeing the daily operations of the team
- Assign referred participants to a LEAD case manager once intake is complete
- To perform duties assigned by supervisor or delegate, otherwise not listed above

2.1.3 Community Liaison Coordinator

The Community Liaison Coordinator (CLC) provides staff support and leadership to the Community Leadership Team (CLT). The LEAD Project Director will be provided by Dutchess County and will be an employee of the Dutchess County Department of Behavioral and Community Health. The CLC ensures meaningful community input, conducts community education, and reviews ongoing LEAD-related administrative and operational data. The CLC attends all Policy Coordinating Group (PCG) and Operations Work Group (OWG) meetings and provides community-based solutions to continue to improve LEAD.

2.1.4 Person with lived experience/ Peer Advocate

Provide peer outreach and counseling. There is a growing body of research to suggest that people with lived experience can engage individuals who may not be willing to engage with any other service provider. The Peer Advocates role is to assist the team with engagement, provide suggestions for engagement and to continue ongoing outreach to individuals who otherwise decline outreach.

2.1.5 All staffing must be able and willing and able to engage in the policies and procedures related to managing crisis situations in the community as outlined by the Dutchess County Department of Behavioral and Community Health and the LEAD Project Director. This might include contacting helpline, the police, and utilization of the Dutchess County Stabilization Center.

2.1.6 All staffing must undergo background checks and clearances prior to starting in their positions. Fingerprinting and background checks for staff shall be at no cost to the County.

3.0 MINIMUM QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

Proposers interested in being considered must have the following qualifications and experience:

3.1 Must be able to clearly articulate in writing familiarity with implementing the LEAD model.

3.2 Must currently be operating behavioral health services in the Hudson Valley Region.

4.0 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 9, 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.

It is incumbent upon each proposer to address any and all requirements as detailed below. Proposals lacking complete documentation may be deemed non-responsive. Failure to comply with the instructions in this section of the RFP may be deemed non-responsive.

Proposal Submission Package must include:

4.1 TECHNICAL PROPOSAL REQUIREMENTS

At a minimum, proposals must contain the following information:

- 4.1.1 A history of the contractor's behavioral health service delivery in the Hudson Valley and how the LEAD team fits within the continuity of care to meet the needs of Dutchess County residents.
- 4.1.2 A description of the contractor's philosophy of care
- 4.1.3 A thorough description of the contractor's knowledge of the LEAD model and description of any experience with the model
- 4.1.4 Describe in a clear and descriptive way how Proposer meets and/or exceeds each of the minimum qualifications and experience requirements specified in Section 3.0
- 4.1.5 Describe how your agency will ensure ease of availability of services to LEAD clients, including hours of operation, geographic coverage, anticipated response times, service availability, staffing plan, outreach capability, and any barriers and mitigation strategies.
- 4.1.6 Three (3) letters of support attesting to the contractors stated ability to provide the service

4.2 COST PROPOSAL REQUIREMENTS

Cost Proposals are to be uploaded as a separate document from your Technical Proposal in your RFP response submission. Please refer to the separate attachment titled: Electronic Proposal Submittal Procedures for instructions on submitting your proposal electronically. Inclusion of any cost or pricing data within the Technical Proposal may result in your proposal being deemed non-responsive.

Cost Proposal must include all of the following:

- 4.2.1 Provide the total all-inclusive annual not-to-exceed cost to the County for providing all services described in this RFP. **Cost must be provided on the Cost Proposal Form (CS-1b) provided in RFP, failure to use the form provided may result in Proposal being deemed non-responsive.**
- 4.2.2 **Additional Cost Proposal Information:**
 - 4.2.2.1 Provide a breakdown of personnel costs by position and FTE, fringe benefits, travel and transportation, supplies and equipment, other direct costs, subcontracted serves, and indirect or administrative costs. The indirect cost rate and calculation must be identified.
 - 4.2.2.2 Provide proposed annual pricing for each of the four optional extension years or identify a maximum percentage increase requested for each extension year. Any extension or price adjustment will be subject to County approval, appropriations, and execution of a contract amendment.

4.3 ADDITIONAL REQUIRED COMPLETED FORMS

(All forms are provided within RFP published documents, failure to use the forms provided may result in Proposal being deemed non-responsive)

- 4.3.1 Proposal Submission Checklist,
- 4.3.2 Proposer Information/Acknowledgement Form (CS-1) OR Proposal Form (CS-1a),
- 4.3.3 Non-Collusion Affidavit Form (CS-2),
- 4.3.4 Statement of Understanding of Indemnification and Insurance Requirements (Attachment A), AND
- 4.3.5 Addenda Acknowledgment Form (Attachment B) – if applicable

5.0 EVALUATION PROCESS

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.

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.

6.0 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:

- 6.1 Ease of availability of services to clients/recipients of program.
- 6.2 Ability of proposer to meet the intent and needs of the LEAD initiative.
- 6.3 Qualifications and experience.
- 6.4 Cost

7.0 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 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.

8.0 CONTRACT 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 (Attachment C). Proposer's must acknowledge the insurance requirements by signing the "Statement of Understanding of Indemnification and Insurance Requirements" see Attachment A. 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 15.0 Questions.**

9.0 CONTRACT TERM

The contract term will begin upon successful execution of the formal contract on January 1, 2027 and end December 31, 2027. The County reserves the right to extend the initial contract term for four (4) additional one (1) year terms solely at the discretion of the County of Dutchess.

10.0 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.

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.

11.0 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 23, 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 ADDENDUM, WHICH MAY INCLUDE SIGNIFICANT CHANGES TO THE RFP SPECIFICATIONS.

PROPOSAL SUBMISSION CHECKLIST
Proposal #RFP-DCP-107-26
STAFFING SERVICES FOR LAW ENFORCEMENT ASSISTED DIVERSION (LEAD)
INITIATIVE

Company Name: _____

This proposal submission checklist MUST be completed and submitted with your response, to assure compliance with all required documentation.

**Proposer's who fail to provide all of the following items,
may be deemed as non-responsive:**

Check if included	Proposer's Submission Includes the following:
☐	Completed Proposal Submission Checklist (this document).
☐	Completed and signed Proposer Information / Acknowledgment Form (CS-1).
☐	Completed and signed Non-Collusion Affidavit Form (CS-2).
☐	Information and Documentation to completely satisfy all items outlined in Section 4.1. Technical Proposal Requirements
☐	Completed and signed Cost Proposal Form (CS-1b), as outlined in Section 4.2
☐	Information and Documentation to completely satisfy all items outlined in Section 4.2.2 Additional Cost Proposal Information
☐	Completed and signed Statement of Understanding of Indemnification and Insurance Requirements (Attachment A)
☐	Completed and signed Addenda Acknowledgment Form (Attachment B) – If applicable.
☐	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 9, 2026 . Please refer to the instructions published with this RFP titled: <u>Electronic Proposal Submittal Procedures</u> for instructions on submitting your proposal electronically.

**THIS FORM MUST BE INCLUDED IN PROPOSAL SUBMITTAL. IF NOT INCLUDED,
PROPOSER MAY BE DEEMED NON-RESPONSIVE**

PROPOSER INFORMATION/ACKNOWLEDGEMENT FORM (CS-1a)

The undersigned, having carefully examined the appropriate specifications, #RFP-DCP-107-26 dated October 5, 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-1a

COST PROPOSAL FORM (CS-1b)

Proposers must provide a cost for the item listed below. Failure to fully complete this form may result in Proposal being deemed non-responsive.

Description	Cost
Total ANNUAL not-to-exceed cost to the County for providing all services described in this RFP	\$

Full Legal Name of Company Submitting Proposal: _____

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

Signature of Authorized Official Submitting Proposal: _____

Date: _____

CS-1b

NON-COLLUSION AFFIDAVIT

#RFP-DCP-107-26

STAFFING SERVICES FOR LAW ENFORCEMENT ASSISTED DIVERSION (LEAD) INITIATIVE

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

ATTACHMENT A

**STATEMENT OF UNDERSTANDING OF
INDEMNIFICATION AND INSURANCE REQUIREMENTS
FOR**

**STAFFING SERVICES FOR LAW ENFORCEMENT ASSISTED DIVERSION (LEAD) INITIATIVE
RFP-DCP-107-26**

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

ATTACHMENT B

ADDENDA ACKNOWLEDGMENT FORM

Bidder/Proposer acknowledges receipt of the following addenda to **RFP-DCP-107-26**:

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: _____

ATTACHMENT C

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 whose address is <<Address>>, <<City>>, <<State>>, <<Zip>> (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

WHEREAS, the County xx 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 20____ 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 "____" annexed hereto and made a part of this Agreement. If any term, provision, clause or covenant of Exhibit "____" 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 dated xx, 20xx; 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:

xx [Bid] [Request For Proposal] #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 xx and 00/100 (\$xx.00) DOLLARS xx. 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 he is an independent contractor and that he shall not hold himself 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 his 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 his sub contractors, if any, shall maintain at his 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:

Worker's 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 Worker's 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, he must provide a properly executed copy of the Certificate of Attestation of Exemption from 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. 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) The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.
- (D) The 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 his 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 his 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, Contractor shall assume full responsibility therefore and shall bear all costs and expenses thereto. Contractor shall comply with the Federal Occupational Safety and Health act and the American 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.

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:

<<Department>>

xx

xx

<<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"), 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. Contractor shall, at your 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) 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, 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) We 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. 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. 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. 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. 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 a 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. CONTRACTORS 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. 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.

36. BUSINESS ASSOCIATE. Contractor acknowledges its status as a Business Associate pursuant to the Health Insurance Privacy and Portability and Accountability Act of 1996, the Federal Health Information Technology for Economic and Clinical Health Act and all related regulations. As a consequence, contractor agrees to comply with and be bound by the terms of the business associate agreement attached hereto as Exhibit “___”, the terms of which are expressly incorporated herein by reference.

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 “___” 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>

39. COUNTERPARTS; SIGNATURES TRANSMITTED BY ELECTRONIC MEANS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. A facsimile or signature transmitted by electronic means applied hereto or to any other document shall have the same force and effect as a manually signed original. This provision contemplates giving legal force and effect to copies of signatures. This provision does not contemplate the use of “electronic signatures” as regulated by New York State Technology Law Article 3, “Electronic Signatures and Records Act.”

40. 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 _____, 20____.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS

County Attorney’s Office

BY: _____
Acting County Executive

APPROVED AS TO CONTENT:

<<Company_Name>>

<<Department>>

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

Print Name _____

Title _____