

WESTCHESTER COUNTY
REQUEST FOR PROPOSALS
FOR
THE PROVISION OF STAFFING AND SERVICES
FOR THE
WESTCHESTER COUNTY OPIOID RESPONSE AND OVERDOSE
PREVENTION INITIATIVE (ORI)
COMMUNITY ENGAGEMENT AND IMPACT:
“BUILDING TRUST, STRENGTHENING COMMUNITIES, ADVANCING
WELLBEING”

ISSUE DATE: October 5, 2026
PROPOSERS’ CONFERENCE: October 8, 2026 (3:00 pm)
DUE DATE: October 30, 2026 (BY 4:00 pm)

Issued By:

Michael Orth, Commissioner
Westchester County
Department of Community Mental Health
112 East Post Road – 2nd Floor
White Plains, New York 10601

I. PROPOSAL INFORMATION

The County of Westchester, acting by and through its Department of Community Mental Health (“Department” or “WC DCMH”), as part of its **Westchester County Opioid Response and Overdose Prevention Initiative** (“ORI”), is soliciting proposals (“RFP”) from interested proposers in order to implement Community Engagement and Impact: “Building Trust, Strengthening Communities, Advancing Wellbeing”.

This program will support individuals with mental health, substance misuse, and co-occurring and complex issues.

The New York State Office of Addiction Services and Supports (“OASAS” or “NYS OASAS”) is the designated New York State lead agency responsible for the distribution, monitoring, and oversight of the New York State Opioid Settlement Fund Regional Abatement funds which includes state abatement funds to five large cities, regional shares, and other litigating entities working to support individuals with mental health, substance misuse, and co-occurring complex issues.

A portion of the New York State Opioid Settlement Fund Regional Abatement funds has been distributed to WC DCMH. At this time WC DCMH is allocating **up to \$175,000** for two (2) or more **Community Engagement and Impact: “Building Trust, Strengthening Communities, Advancing Wellbeing”** projects.

A.) PROCUREMENT SCHEDULE

Issue Date:	October 5, 2026
Proposers’ Conference (optional) (<i>Virtual Webex – details provided below</i>)	October 8, 2026 (at 2:00 pm)
Requests for Clarification Due Date:	October 13, 2026 (by 4:00 pm)
Written Responses to Requests for Clarification Posted:	On or before October 15, 2026
Proposal Due Date:	October 30, 2026 (by 4:00 pm)

Proposers’ Conference October 8, 2026 (at 2:00 pm) Webex Instructions for livestreaming via WebEx or Telephone:

Join from the meeting link

<https://westchestergov.webex.com/westchestergov/j.php?MTID=m0d7b5da27a45d1778f904b7b1ca52923>

Join by meeting number

Meeting number (access code): 2427 322 0280

Meeting password: CkUAMwVh827

Tap to join from a mobile device (attendees only)

[+1-415-655-0001](tel:+14156550001).,24273220280## US Toll

Join by phone

+1-415-655-0001 US Toll

B.) REQUESTS FOR CLARIFICATION

All requests for clarification must be submitted, in writing, as set forth below, no later than **4:00 pm** on **October 13, 2026** and emailed to Trevor Payne at tlp3@westchestercountyny.gov. Formal written responses will be posted by the County on or before **October 15, 2026**.

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

C.) PROPOSAL SUBMISSION

Each proposer must submit one (1) original and four (4) copies of its proposal to:

Westchester County Department of Community Mental Health
Attention: Trevor Payne, Director Drug and Alcohol Services
112 East Post Road, 2nd Floor
White Plains, NY 10601

The proposal must be in a sealed envelope clearly marked: **“Request for Proposals for the provision of staffing and services for the “Westchester County Opioid Response and Overdose Prevention Initiative (ORI): Community Engagement and Impact: “Building Trust, Strengthening Communities, Advancing Wellbeing” project.**

The original and all copies of each proposer’s proposal must be received by the County by the stated due date. The County is not responsible for any internal or external delivery delays that may cause the proposer’s proposal to arrive beyond the deadline. By submitting a proposal in response to this RFP, the proposer is representing and warranting to the County that the proposer is not in arrears upon any debt or in default of any obligation owed to the County, or to the State of New York or the United States or any instrumentality thereof. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County, or to the State of New York or the United States or any instrumentality thereof. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County, or found to be “not in good standing” with either NYS OASAS or the New York State Office of Mental Health.

D.) RFP AMENDMENTS OR ADDENDA

Should the County find it necessary to amend this RFP and/or issue any addenda, such documents will be posted to the County’s website for RFPs: <http://www.westchestercountyny.gov/rfp>

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

II. BACKGROUND, SCOPE OF WORK, MINIMUM QUALIFICATIONS, ANTICIPATED TERM, AND PROPOSAL CONTENT

A.) BACKGROUND

The County, as part of its **Westchester County Opioid Response and Overdose Prevention Initiative (ORI)**, is seeking proposals under:

Community Engagement & Impact: “Building Trust, Strengthening Communities, Advancing Wellbeing”.

WC DCMH recognizes that healthy communities are built through trusted relationships, strong social connections, cultural identity, belonging, and opportunities for people to thrive. Trusted community organizations often reach individuals and families long before they engage with formal systems of care. By investing in these organizations, the County seeks to strengthen the community networks that promote wellness, reduce isolation and stigma, and create pathways when support is needed.

The Community Engagement & Impact initiative seeks to invest in organizations that are rooted in their communities and viewed as trusted partners. By strengthening these local organizations and the relationships they have cultivated over many years, the County aims to expand community capacity, promote wellness, address behavioral disparities, and create meaningful pathways to prevention, harm reduction, recovery, and other supports when needed.

Funding priorities should emphasize organization’s ability to:

- Demonstrate trust and credibility within the communities they serve by building authentic relationships in the community.
- Engage populations experiencing behavioral health disparities, but remain disconnected from services and supports and are underserved.
- Deliver strong culturally and linguistically responsive programming.
- Partner with residents and individuals with lived experience.
- Build sustainable community capacity and resilience.
- Develop partnerships with community well-being/behavioral health providers and other community organizations.
- Reduce stigma surrounding mental health and substance use through education and dialogue.
- Address behavioral health through a holistic, community-centered approach.
- Provide community supports that help improve individual and community wellness and resilience.

Proposers may focus on one or more populations, including:

- Communities of color
- Immigrant and refugee communities
- Individuals with limited English proficiency
- Adolescents and young adults
- Older adults
- LGBTQ+ communities
- Faith communities
- Justice-involved individuals
- Individuals experiencing homelessness
- Geographically underserved communities
- Individuals not currently connected to behavioral health services

Proposers are encouraged to demonstrate partnerships with organizations such as:

- Community wellbeing/Behavioral Health providers
- Schools, Youth organizations
- Faith and spiritual or religious communities
- Cultural organizations and social groups
- Community centers
- Recovery organizations

- Health centers
- Libraries
- Municipal agencies
- Peer organizations
- Parent groups/organizations
- Other grassroots organizations

Westchester County Co-Occurring System of Care (“COSOC”) is a WC DCMH co-led initiative that aims to create a system of care that is welcoming and effective in addressing the complex needs of all people in Westchester County. The mission is to create a “no wrong door” practice for individuals accessing services. Westchester COSOC strives to ensure all services available to our residents are trauma-informed, culturally and linguistically responsive, person-centered, and recovery oriented. Central to this work is the need to eliminate barriers to communication and collaboration. The County welcomes proposals that address these system barriers and use best practices to improve outcomes for those individuals served.

B.) SCOPE OF WORK

The successful proposer(s) will provide the County with the scope of work described in Schedule “A,” which is attached to this RFP.

C.) ANTICIPATED TERM

The term of any agreement(s) resulting from this RFP is anticipated to be for an initial term of twelve months (12 months), commencing on or about **January 1, 2027 and expiring on December 31, 2027** (“Initial Term”), with the County having the option to extend the Initial Term for up to up to two (2) additional one-year renewal terms (each a “Renewal Term”), at the sole discretion of the County. The funds available for the Initial Term and each Renewal Term shall be adjusted proportionately and based on availability of funds.

D.) PROPOSAL CONTENT SUBMISSION

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

- 1.) Proposer Certification (Section IV)
- 2.) Proposal, containing the proposer’s responses to the questions outlined in Schedule “A-1”,
- 3.) Budget proposal, using forms “B-1” and “B-2” in Schedule “B”.
- 4.) Schedule “C”: Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women
- 5.) Schedule “D”: Disclosure of Relationships to County
- 6.) Schedule “E”: Criminal Background Disclosure
- 7.) Schedule “F”: Certification Regarding Business Dealings with Northern Ireland
- 8.) Schedule “G”: Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans
- 9.) Schedule “H” Certification Regarding Debarment and Suspension
- 10.) Schedule “I” Certification Regarding Drug-Free Workplace Requirements Grantees other than Individuals
- 11.) Schedule “J” Certification of Restrictions on Lobbying

Please be advised that proposals must conform to the following guidelines:

- 1.) Proposals **MUST** be signed with **ORIGINAL SIGNATURES** on **ALL DOCUMENTS** that require signatures. The proposal must contain a cover letter, written on the proposer's letterhead that states the date of submission of the proposal and states the following: **"This proposal constitutes a valid, binding and continuing offer at the prices set forth in this proposal for a period of one hundred and twenty (120) days from the date of submission of this proposal."** The cover letter must be signed by a person authorized by the proposer to make a binding proposal and the appropriate Certificate of Authorization must be completed. Proposals that lack the required Certificate of Authorization or have an unsigned cover letter will be rejected.
- 2.) Proposals must be typed or printed in ink. All corrections made by the proposer must be made prior to the due date for proposals, and must be initialed and dated by the proposer. No changes will be allowed after the due date for proposals.

Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.

III. LEGAL

A.) UNDERSTANDINGS

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

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

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

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

evaluation of proposals, and the negotiations and award of any contract;

- To enter into one or more agreements, for all or only portions of the services solicited by this RFP, with one or more of the proposers, or to not to enter into an agreement for any of the services solicited by this RFP;
- While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law §103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- To select the proposal from a responsible proposer that is most advantageous to the County and not necessarily on the basis of price or any other single factor or criterion;
- The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

B.) EVALUATION CRITERIA

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

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

- | | |
|---------------------|---|
| 1. Weighted 20/100 | Trusted community partner. |
| 2. Weighted 20/100 | Community need and target population and scope of services. |
| 3. Weighted 15/100 | Quality of engagement strategy |
| 4. Weighted 15/100 | Partnerships and/or collaboration |
| 5. Weighted 10/100 | Proposal clearly outlines goals, objectives and outcomes that are reasonable, and can be accomplished. |
| 6. Weighted 10/100 | Budget and Sustainability plan |
| 7. Weighted 10/100: | Experience and ability regarding management of County-or State-funded services, including (without limitation) ability to assure, and methods for assuring and documenting, effective and timely completion of all work, as well as procedures to ensure that all applicable laws, regulations, rules, and other sources of authority are adhered to in the performance of such services. |

C.) CONTRACT

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

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

1.) INSURANCE, INDEMNIFICATION, AND DEFENSE

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

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

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

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

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

2.) NON-DISCRIMINATION

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

3.) COMPLIANCE WITH LAWS

“The Contractor shall comply, at its own expense, with the provisions of all applicable federal, state and local laws, rules, regulations, orders or ordinances and requirements of every kind and nature, which now exist or are hereinafter be enacted or promulgated (“Laws”) applicable to this Agreement or the Work to be performed hereunder. Without limiting the generality of the foregoing, the Contractor further agrees to comply, at its own expense, with all Laws applicable to it as an employer of labor, and all Laws and licensing requirements pertaining to its professional status and that of its employees,

partners, associates, subcontractors and others employed to render the Work hereunder.”

It is the intent and understanding of the County and Contractor that each and every provision required by law, contract, or other proper authority to be included in this Agreement shall, for all intents, and purposes, be considered and deemed included herein. The Contractor understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, the Contractor hereby consents to amending this Agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.”

4.) RECORDS

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

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

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

5.) FUNDING AND APPROPRIATIONS

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

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

The parties also recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

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

D.) NON-COLLUSION

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

E.) CONFLICT OF INTEREST

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

F.) PROPOSAL SUBJECT TO FREEDOM OF INFORMATION LAW

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

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

“NOTICE

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

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

and

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

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

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

G.) MBE/WBE

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

H.) REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

All proposers are required to submit with their proposal the Disclosure Form attached to this RFP as Schedule "D".

I.) CRIMINAL BACKGROUND DISCLOSURE

All proposers are required to submit the Criminal Background Disclosure form attached to this RFP as Schedule "E".

J.) MACBRIDE PRINCIPLES

Pursuant to Section 310.01 of the Laws of Westchester County, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a proposer that does not execute a certification substantially in the form attached hereto as Schedule "F." Therefore, all proposers are required to submit with their proposal the Certification Form attached to this RFP as Schedule "F."

K.) BUSINESS OPPORTUNITIES TO VETERANS

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article of the New York State Veterans' Service Law, all proposers are required to complete the questionnaire attached to this RFP as Schedule "G."

L.) INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the proposer certifies, and in the case of a joint proposal each party certifies as to its own organization, that in connection with this proposal:

1. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any proposer; and
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award directly or indirectly to any other proposer; and
3. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

IV. PROPOSER CERTIFICATION

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

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

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

Proposer Name

By: _____
Name:
Title:

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

ACKNOWLEDGMENT

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

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

Date: _____

Notary Public

SOLE CORPORATE OFFICER ACKNOWLEDGMENT

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

On this _____ day of _____, 20____, before me, the undersigned,
personally appeared _____, personally known to me or proved to me
(Name of Sole Officer)

on the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her capacity as

President and sole officer and director of _____,
(Name of Corporation)

the corporation described in and which executed the within instrument, and acknowledged that he/she
owns all the issued and outstanding capital stock of said corporation, and that by he/she signed the
within instrument on behalf of said corporation.

Notary Public

SOLE LLC MEMBER ACKNOWLEDGMENT

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

On this _____ day of _____, 20____, before me, the undersigned,
personally appeared _____, personally known to me or proved to me
(Name of Sole Member)

on the basis of satisfactory evidence to be the individual whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her capacity as

Managing Member and sole member of _____,
(Name of LLC)

the LLC described in and which executed the within instrument, and acknowledged that he/she owns
the entire ownership interest in the LLC, and that by he/she signed the within instrument on behalf of
said LLC.

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

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

certify that I am the _____ of
(Title)
the _____ a corporation duly
(Name of Corporation)

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

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

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

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

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

(Signature)

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

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

Notary Public

CERTIFICATE OF AUTHORITY
(LIMITED LIABILITY COMPANY)

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

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

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

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

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

(Signature)

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

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

Notary Public

CERTIFICATE OF AUTHORITY
(PARTNERSHIP)

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

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

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

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

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

(Signature)

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

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

Notary Public

CERTIFICATE OF AUTHORITY
(LIMITED LIABILITY PARTNERSHIP)

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

Partner of _____
(Name of Limited Liability Partnership)

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

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

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

(Signature)

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

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

Notary Public

SCHEDULE “A”
SCOPE OF WORK

The successful proposer(s) (the “Vendor”, within this Schedule “A”) will provide all of the following requirements listed below, as part of its provision of services for the **Westchester County Opioid Response and Overdose Prevention Initiative (ORI): Community Engagement and Impact: “Building Trust, Strengthening Communities, Advancing Wellbeing”**.

- a.) Demonstrate trust and credibility within the communities they serve by building authentic relationships in the community.
- b.) Engage population’s experiencing behavioral health challenges and disparities.
- c.) Deliver culturally and linguistically responsive programming.
- d.) Demonstrate experience and ability to manage and deliver all non-governmental aspects of day-to-day operations of the project/initiative, and related funding associated with well-being services.
- e.) Deliver related support services, including (without limitation) ability to assure, and methods for assuring and documenting; effective and timely completion of all work; as well as procedures to ensure that all applicable laws, regulations, rules and other sources of authority are adhered to while providing such services.
- f.) Comply with all rules and regulations governing contracts and grants as promulgated by Westchester County, New York State, and the Federal government.
- g.) Identify priority areas and/or populations and scope of services to be provided, and present data that shows related needs.
- h.) Describe prior experience in priority area or population identified, and outline knowledge and experience related to the scope of work to be provided.
- i.) Clearly outline goals, objectives and outcomes that are reasonable, and can be accomplished.
- j.) List qualification and experience of key staff that will be identified to execute the proposed scope of work.
- k.) Describe how agency will ensure that identified program staff receive the training and supervision needed to effectively conduct the duties assigned.
- l.) Collect and provide data, as outlined by WC DCMH, to determine the effectiveness of the initiative, keeping in mind that data elements and recording methods required may change from time to time.
- m.) Participate in all WC DCMH trainings and meetings.
- n.) Describe agency ability and experience in developing partnerships with community well-being providers and other community organizations.
- o.) Describe commitment to the provision of culturally and linguistically responsiveness care and services.
- p.) Provide a detailed budget in accordance with Schedules “B-1” and “B-2” attached hereto.
- q.) Outline sustainability plan that is clear and reasonable.
- r.) Cooperate with all required site visits, audits and reviews, as determined by WC DCMH.
- s.) Provide client satisfaction survey at least annually, and provide analysis to WC DCMH as requested.
- t.) Reporting will be provided as requested by WC DCMH, including fiscal reports, all data and outcomes, and with Performance measurement indicators. Should funding be obtained through other sources in support of the Project, meet all reporting requirements of said funders as well. The data elements and recording methods that are required may change from time to time.

Service description(s): Please indicate the services and supports to be provided and specific target populations or groups.

The Community Engagement & Impact initiative seeks to invest in organizations that are rooted in their communities and viewed as trusted partners. By strengthening these local organizations and the relationships they have cultivated over many years, Westchester County aims to expand community capacity, promote wellness, address behavioral disparities, and create meaningful pathways to prevention, harm reduction, recovery, and other supports when needed.

SCHEDULE “A-1”

On one or more separate sheets of paper, please answer each question listed below. Please be sure to thoroughly answer each question and provide all necessary information. However, your responses to these questions cannot exceed ten (10) pages.

1. Please provide all of the following information:
 - a. Proposer’s Name
 - b. Proposer’s Address
 - c. Proposer’s Telephone
 - d. Proposer’s Fax
 - e. Proposer’s Federal ID Number
 - f. Proposer’s Designated Contact Person’s Name and Title
 - g. Proposer’s Contact Person’s Telephone (if different than proposer’s telephone)
 - h. Proposer’s Contact Person’s Email Address
2. Describe the experience of the proposer; the proposer’s staff; and the proposer’s management and organizational structure, including the proposer’s financial accounting system. Please be sure to specifically include sufficient detail regarding the following:
 - a. Staff experience, qualifications, training, supervision, and expertise (including cultural and linguistic proficiency) in relation to the services solicited by this RFP.
 - b. The proposer’s facilities and resources.
 - c. The proposer’s experience delivering well-being services in the community. Please note any such services provided within Westchester County.
 - d. The proposer’s experience in effectively maximizing funding and developing sustainability plans through other funding sources, partnerships, and potential revenue.
 - e. The proposer’s experience with internal and external coordination of well-being services, including coordination with other source(s)/partner(s) providing similar services.
 - f. The proposer’s current provider licenses and funding stream(s) that lend ability to the sustainability of the Project outlined herein.
3. List all sites/locations from which interested proposer is applying to deliver services (RFP applicants are encouraged to apply for one or more sites/locations, based on their own suitability to serve the stated communities and surrounding catchment area). Describe proposer’s experience in serving identified community, including resources, established relationships and ability to provide cultural and linguistic responsive services.
4. Please also provide an organizational chart indicating the placement of the proposed program.
5. Describe any unresolved monitoring or audit findings for any local, state or federal grants operated by the proposer.
6. Describe the oversight mechanisms proposed for the project, as well as the anticipated data collection methodology and systems.

SCHEDULE “B”
BUDGET PROPOSAL

Each proposer must use both of the forms (Form B-1 and Form B-2) on the following pages to prepare its annual budget proposal, and provide a justification for the budget proposal. In its budget proposal, each proposer must account for **all** costs necessary for the proposer to perform the full scope of work that is being solicited by this RFP. The EXCEL version of the forms is available via this link:

<http://www.westchestercountyny.gov/rfp>

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE “B-1”
Proposed Budget

For the development of the budget, respondents must specify the proposed staffing and services for the Westchester County Opioid Response and Overdose Prevention Initiative (ORI) - **Community Engagement and Impact: “Building Trust, Strengthening Communities, Advancing Wellbeing”**.
[SEE FOLLOWING PAGE]

DCMH Funding Amount:	\$	-	Source:		
**Agency, please only fill in shaded fields, other fields will populate.					
	From:	To:			
For the Period of Operation:			Contract #: (assigned by DCMH)		
Agency Name:			Program Title:		
1. PERSONNEL SERVICES (SALARIES & WAGES + FRINGE BENEFITS)					
SALARIES & WAGES					
Name	Position Title	Payment basis (bi-weekly/hourly, etc)	Yearly Salary	FTE	Total Program Amount
					-
					-
					-
					-
					-
					-
TOTAL SALARIES & WAGES			-	-	-
Fringe Benefits				Percentage	
Fringe Benefit Rate				0.00%	-
TOTAL FRINGE BENEFITS:				0%	-
TOTAL PERSONNEL SERVICES (1)					\$ -
					Program Amount
2. MAINTENANCE & OPERATION					
Complete Attachment "E" tab					\$ -
TOTAL MAINTENANCE & OPERATION (2)					
TOTAL PERSONNEL SERVICES + TOTAL MAINTENANCE & OPERATION					\$ -
3. AGENCY ADMINISTRATION (ENTER %)			0%		\$ -
Not to exceed 15%					
4. EQUIPMENT (Purchases)* (*must show 3 comparable bids for EXACT vehicle across three dealerships, if funding allows & preapproved by DCMH after a review of bids)					
TOTAL EQUIPMENT (4)					\$ -
5. PROPERTY** (*must provide lease agreements annually and each time there is a change in rental rates)					
TOTAL Property (5)					\$ -
6. CONTRACTED SERVICES AND STIPENDS					
Type of Service or Consultant Title/ Unit (hourly, training, milestone) (submit executed agreement)	Rate (cost per unit)	Quantity			Program Amount
					\$ -
					\$ -
TOTAL CONTRACTED SERVICES AND STIPENDS (6)					\$ -
TOTAL CONTRACT AMOUNT					\$ -

*Breakdown of Equipment:					
Items to be included in Equipment on Schedule B					
- <u>Lease/Rental Vehicle</u> : The lease and/or rental expense for vehicles used exclusively in program/site and/or program administration functions.					
- <u>Lease/Rental Equipment</u> : The lease and/or rental expense for fixed, major moveable, adaptive and minor equipment located at the program administrative offices and/or program/site					
Items to be included in Attachment "E" as part of OTPS					
- <u>Expensed Equipment</u> : The cost of all program/site and/or program administration non-adaptive equipment purchased during the cost report period with a value of less than \$5,000 or a useful life of less than two years.					
**Breakdown of Property:					
- <u>Lease/Rental-Real Property</u> : The expense associated with program/site and/or program administration rent or lease. If the lease itemizes charges for utilities, real estate taxes, and other expenses, report these items on the appropriate lines of this schedule. If these other expenses are provided for in the lease agreement, and the detail of each item is not available, report them here.					
- <u>Insurance</u> - Property and Casualty: The insurance costs that relate to property and equipment for the program/site and/or program administration. (Do not include vehicle insurance on this line).					
- <u>Real Estate Taxes</u> : The real estate taxes associated with the program/site and/or program administration. Include a lease add-on from a lease's base year directly attributed to an increase in the property's real estate tax. Payments made to a municipality in lieu of real estate taxes are also reported on this line. Do not include water and sewer assessments that are reported on line 23, "Utilities"					

PROGRAM TOTAL BUDGET - ATTACHMENT E		
AGENCY/MUNICIPALITY NAME:	0	
PROGRAM TITLE:	0	
MAINTENANCE AND OPERATION		
(All Other Expenses Except Facility Repairs)		
ITEM	LIST DESCRIPTIONS	AMOUNT
Program Supplies		
Maintenance/Equipment Repairs		
Expensed Equipment		
Space Rentals (Allocated solely for program operations) (Indicate Rate/Basis/Type; MUST attach a voucher or copy of rental agreement to request reimbursement)		
Travel - (Include *Mileage Rate - *current 2026 rate is: @ \$0.725 per mile; and is subject to change)		
Insurance*		
Utilities and Telephones		
Other Costs		
3. TOTAL MAINTENANCE AND OPERATION		\$ -
Add additional information below; attach additional sheet if necessary		

SCHEDULE “B-2”
Justification for Proposed Budget

The purpose of this form is to provide supplemental information to explain how the proposed budget was determined. Using the template charts below, please provide brief but detailed descriptions of expenses included in each budget category and explanations on how the expenses may relate to producing the anticipated results. The proposer may add rows to the charts, as necessary; however, please do not attach additional documents to this Schedule.

<u>Personnel Services</u>			
For each staff member identified under Personnel Services, provide a brief description on how the person's FTE allocation was determined. Staff whose responsibilities are not directly related to the particular requested program, such as the CEO, CFO, human resources and fiscal personnel, should be accounted for in the OTPS Administrative & Overhead category.			
Staff Name	FTE (%)	Explanation / Justification	
Explanation/Justification:			
<u>Fringe Benefits</u>			
Fringe Benefit	(%)	Explanation / Justification	
Explanation/Justification:			
<u>Other Than Personnel Services (OTPS)</u>			
Using the format below, please break down the costs that comprise of the following categories.			
1. Program Supplies – List supply items if the costs are specifically limited to the services provided in the proposed budget.			
Item			Amount (\$)
Total Program Supplies Cost			-
Explanation/Justification:			
2. Maintenance/Equipment Repairs – Maintenance may include equipment and/or staff maintenance if the costs are specifically limited to the services provided in the			
Item			Amount (\$)
Total Maintenance Cost			-
Explanation/Justification:			

3. Expensed Equipment – List all equipment less than \$5,000 or has a useful life of less than 2 years.

Item			Amount (\$)
Total Equipment Rentals/Leases			-

Explanation/Justification:

4. Space Rentals – all rent related expenses not included in Property (Property includes rent and property insurance).

Item			Amount (\$)
Total Space Rental Cost			-

Explanation/Justification:

5. Travel

Item			Amount (\$)
Total Travel Cost			-

Explanation/Justification:

6. Insurance – Enter the estimated cost for each type of insurance liability.

Item			Amount (\$)
Total Insurance Cost			-

Explanation/Justification:

7. Telecommunications – Include separate line for land lines, cell phones, internet service, etc.

Item			Amount (\$)
Total Telecommunications Cost			-

Explanation/Justification:

8. Utilities – Enter the estimated cost for each utility, such as electric, water, gas and heat. If space is shared with other program, justify costs allocated to this program.

Item			Amount (\$)
Total Utilities Cost			-

Explanation/Justification:

9. Office Expense – List major supply items (e.g. office supplies, program supplies, janitorial). Justify costs in relation to the number of staff and their programmatic functions.

Item		Amount (\$)
Total Office Expense Cost		-

Explanation/Justification:

10. Training Costs – Provide detail of what makes up these costs.

Item		Amount (\$)
Total Training Costs		-

Explanation/Justification:

11. Administrative & Overhead – Indirect costs that may apply to several programs, areas, or functions of the agency and are not readily or easily assigned to a specific program.

Item		Amount (\$)
Total Administrative & Overhead Cost		-

Explanation/Justification:

12. Equipment – Equipment is any non-consumable, tangible property having a useful life of more than a year and an acquisition cost of \$100 or more per unit.

Item		Amount (\$)
Total Equipment Cost		-

Explanation/Justification:

13. Property - Rent and Property Insurance

Item		Amount (\$)
Total Property Cost		-

Explanation/Justification:

14. Contract Services – Describe contracted services and provide copies of sub-contractor contracts.

Item		Amount (\$)
Total Contract Services Cost		-

Explanation/Justification:

SCHEDULE “C”

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

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

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

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

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

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

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

_____ No

_____ Yes

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

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

_____ Women

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

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

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

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

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

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "D"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

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

Yes _____ No _____

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

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

Yes _____ No _____

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

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

Yes _____ No _____

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

[NO FURTHER TEXT ON THIS PAGE]

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

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

SCHEDULE “E”

CRIMINAL BACKGROUND DISCLOSURE

INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

Exemptions

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

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

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

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

Subconsultants, Subcontractors, Sublessees, or Sublicensees

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

New Persons Subject to Disclosure

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

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

CRIMINAL BACKGROUND DISCLOSURE

FORM AND CERTIFICATION

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

By executing this Agreement, I, as the signatory for the Contractor, certify that I am a principal or a representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to agree to and provide this completed Criminal Background Disclosure Form and Certification. I certify that each Person Subject to Disclosure has been asked the following questions:

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

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

If none, check this box: ☐

1. _____

2. _____

3. _____

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

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

If none, check this box: ☐

1. _____

2. _____

3. _____

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

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

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

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

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

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

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

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

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

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

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "F"

CERTIFICATION REGARDING BUSINESS DEALINGS **WITH NORTHERN IRELAND**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreed:

Name of Contractor: _____

By (Authorized Representative): _____

Title: _____ Date: _____

SCHEDULE “G”

For Informational Purposes Only

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

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 3 of the New York State Veterans' Service Law, we request that you answer the questions listed below.

The term “Certified Service-Disabled Veteran-Owned Business” shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 3 Veterans' Service Law).

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

_____ No
_____ Yes

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

_____ No
_____ Yes

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

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "H"

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1) In order to assure compliance with 2 C.F.R. Part 180, 2 C.F.R. Part 376, and other applicable law, the Contractor certifies that it, its principals, and affiliates

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

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

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

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

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

Contracting Entity's Name

Authorized Signature

Name: _____

Title: _____

Date: _____

SCHEDULE "I"

Certification Regarding Drug-Free Workplace Requirements Grantees Other Than Individuals

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 701, et seq. *See* 48 C.F.R. Subpart 23.5.

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

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

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

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

and,

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

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

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

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

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

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

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

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

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

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

Organization

Authorized Signature

Title

Date

SCHEDULE "J"

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____
(Name and Title of Contractor/Subcontractor)
hereby certify, to the best of my knowledge and belief, on behalf of _____
(Name of Firm)

that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying efforts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed 31, U.S.C. § 1352. Any
Form C-2 Continued

person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name of Contractor's Authorized Official

_____ Title of Contractor's Authorized Official

_____ Date

SCHEDULE "K"
STANDARD INSURANCE PROVISIONS
(Youth & Human Services)

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

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

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

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

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion of thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering claims in form satisfactory to the Director.

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

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

(a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

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

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

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

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

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

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

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

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

(e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/\$2,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor on client, counselor client, and third parties:

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

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

- (a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and the primary coverage for any and all losses covered by the above-described insurance.
- (b) The clause “other insurance provisions” in a policy in which the County is named as an insured, shall not apply to the County.
- (c) The insurance companies issuing the policy or policies shall have not recourse again the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- (d) Any and all deductibles in the above described insurance policies shall be assumed by and for the account of, and at the sole risk of, the Contractor.

[NO FURTHER TEXT ON THIS PAGE]