



ORANGE COUNTY, NEW YORK

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 1

RFP TITLE: Health and Medical Services for Children in Foster Care

RFP-DSS03-26

HEALTH AND MEDICAL SERVICES FOR CHILDREN IN FOSTER CARE



ORANGE COUNTY, NEW YORK

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 2

RFP TITLE: Health and Medical Services for Children in Foster Care

RFP-DSS03-26

TABLE OF CONTENTS

NOTICE TO OFFERORS	3
INSTRUCTIONS TO OFFERORS	4
INSURANCE REQUIREMENTS	7
BONDING REQUIREMENTS.....	7
PURCHASES BY OTHER LOCAL GOVERNMENT AND DISTRICTS.....	7
SCOPE	8
SPECIFICATIONS.....	8
TERM.....	13
PRICING.....	14
PAYMENT	15
SUBMISSION OF PROPOSALS	16
ADDITIONAL INFORMATION, INTERVIEWS & SITE VISITS.....	20
BASIS OF AWARD	20
ANTICIPATED RFP TIMELINE	22
PROPOSAL FORM.....	23
QUESTIONS	24
NON-COLLUSION CERTIFICATION.....	25
IRAN DIVESTMENT ACT CERTIFICATION	26
DISCLOSURE OF NON-RESPONSIBILITY DETERMINATIONS	27
INFORMATION SHEET.....	29
NON-OFFEROR'S RESPONSE	30
APPENDIX	
SECTION 441.22 OF TITLE 18 OF NEW YORK CODES, RULES, AND REGULATIONS	
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES CHILD'S MEDICAL RECORD FORM (OCFS-0711)	
FORM AGREEMENT FOR CONSULTANT SERVICES	
FORM BUSINESS ASSOCIATE AGREEMENT	
SUPPLIER FORMS	
PAY-TO-PLAY FORMS	
ACH FORM	

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 3

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26****NOTICE TO OFFERORS**

Proposals for the County of Orange **RFP-DSS03-26, Health and Medical Services for Children Foster Care** will be received by the undersigned Commissioner of the Department of General Services, in her office at 255-275 Main Street, Goshen NY 10924, **up to and including Thursday, November 5, 2026 at 4:00 P.M.**, prevailing time.

Copies of the Request for Proposals may be obtained beginning Thursday, October 8, 2026 at the above address between the hours of 9:00 A.M. and 4:45 P.M., Monday through Friday (with the exception of County-observed holidays), as well as through <https://www.bidnetdirect.com/new-york/county-of-orange>.

October 8, 2026

Renee Arnold-O'Regan, Commissioner
Department of General Services

	ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924	Page 4
RFP TITLE: Health and Medical Services for Children in Foster Care		RFP-DSS03-26

INSTRUCTIONS TO OFFERORS

Unless a Request for Proposal (RFP) is solicited directly by another County department, the only official distribution source for this RFP is through the Department of General Services. Additionally, most RFP documents issued by the Department of General Services are distributed through BidNet which can be accessed through <https://www.bidnetdirect.com/new-york/county-of-orange>. If you have obtained this RFP from a different source, you are encouraged to contact the Department of General Services to receive an official copy. You may not receive addenda or important information regarding this RFP if you are not registered with the Department of General Services as having obtained a copy of this RFP through the Department or through BidNet.

By submitting a Proposal, you are asking the County to accept your offer for the sale of goods and/or services. It is important that you READ and UNDERSTAND all terms and conditions in this RFP, as well as understand the laws that govern Public Contracts in New York State. If you do not agree with the terms and conditions contained in this RFP, you should not submit a Proposal.

Your Proposal will be considered by the County if the following conditions are met:

1. Pursuant to State Finance Law §139-j and §139-k, this solicitation includes and imposes certain restrictions on communications between the County and an Offeror during the procurement process. An Offeror is restricted from contacting other than designated staff from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the County Executive ("Restricted Period") unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). County employees are required to obtain certain information when contacted during the Restricted Period. The designated staff contact is the Commissioner of General Services or her representative, telephone (845) 291-2792. Offerors responding to this RFP must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Proposal Form.

2. ☐ Applicable ☒ Not Applicable

A pre-proposal conference and site visit will be held at [location] on [date] at [time], prevailing time. Attendance is strongly recommended. The County shall not be liable for, nor shall it review proposed change orders, contract amendments, etc. for inadequate pricing, labor, materials, time or similar issues in Vendor/Consultant's contract with the County resulting from Vendor/Consultant's failure to attend and obtain information provided at the pre-proposal conference, site visit and/or any addenda issued afterward.

3. Offerors are responsible for reporting in writing any errors, omissions or ambiguities found in this RFP. All such reports, requests for information, questions, etc. shall be either faxed to the Department of General Services on the Questions Form found in this RFP at (845) 378-2365 or emailed to GeneralServices@orangecountygov.com with questions typed in the body of the email, and the subject line "RFP Questions". **No questions will be entertained by any other means. All questions must be submitted by Thursday, October 22, 2026 at 3:00 P.M., prevailing time. Questions received after this time may not be addressed. Please be patient, questions will be answered in an Addendum/Addenda to be shared with all interested Offerors. Questions will not be responded to individually.**

	ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924	Page 5
RFP TITLE: Health and Medical Services for Children in Foster Care		RFP-DSS03-26

4. Unless otherwise specified herein, all Proposals shall be made upon forms furnished in this RFP, if any, and as may be modified by addenda, contained in sealed envelopes clearly marked on the outside packaging with **RFP-DSS03-26, Health and Medical Services for Children Foster Care** addressed to Renee Arnold-O'Regan, Commissioner, Department of General Services, PO Box 218, 255-275 Main Street, Goshen, NY 10924 and received up to and including **Thursday, November 5, 2026] at 4:00 PM, prevailing time.** If NOT sending your Proposal via U.S. Mail, (i.e., using FedEx, UPS, hand delivery, etc.) please use the following address: Orange County Department of General Services, 255-275 Main Street, Goshen NY 10924. It is the Offeror's responsibility to clearly mark the outside of their mailing package with the RFP title and number. Faxed / E-mailed Proposals are not permitted. **NO LATE BIDS WILL BE ACCEPTED - NO EXCEPTIONS!**

5. **ONE (1) UNBOUND SET OF WHICH MUST CONTAIN ORIGINAL SIGNATURES** including completed copies of any forms or certifications required in this RFP **and five (5)** sets of all Proposals shall be submitted. Forms, if any, included in this RFP shall be completely filled in, in ink or by typing, on the original, unbound form. Failure to respond to this RFP on any official form(s) included in this RFP, may result in disqualification of a Proposal as non-responsive. No Proposal Form will be accepted which contains any modification to the template, additional information not specifically requested, omissions or erasures. Each Proposal Form shall be signed by a duly authorized individual on behalf of the Offeror. Illegible and unsigned Proposals will be rejected as non-responsive.

6. Permission will not be given to modify or explain any Proposal after it has been opened, unless clearly specified in this document (e.g. interviews). Permission to withdraw a Proposal prior to opening will be at the discretion of the County and no replacement Proposal may be submitted without authorization from the Commissioner of General Services. Opened Proposals which required a deposit for plans and specifications may not be withdrawn until forty-five (45) days after opening.

7. **Basis of Award provisions vary with each RFP, please read that section carefully.** Some RFPs may be awarded to more than one entity. The County reserves the right to waive any informality, reject any and all Proposals, or, if noted in the Basis of Award section of this RFP, accept any Proposal in whole or in part, if deemed to be in the best interest of the County.

8. Any award shall be subject to the execution of a contract (and, if applicable, license or other agreements) between the Offeror and the County. The County's contract obligation is contingent upon execution of the contract between the County and selected Vendor/Consultant, provision of required Pay-to-Play forms, insurance certificates and bonds, as applicable, by the Vendor/Consultant, and the availability of appropriated funds for the contract. No legal liability on the part of the County for payment of any money shall arise unless and until a contract is executed by both parties, funds are appropriated and made available in each year of the term of the contract, and all performance requirements for each payment are met. The County shall have no responsibility or liability for any of Offeror's costs related to preparation of Proposals, attendance at interviews, etc.; all such costs are solely at Offeror's risk and expense.

9. Offeror(s) awarded a contract agree to execute the contract in the same form as the template enclosed in this RFP in the timeframe, if any, indicated in this RFP. Any supplemental agreement(s) (e.g. licensing or maintenance agreements) requested by an Offeror must be included in the Proposal and are subject to the discretionary approval of the County Attorney and the County Executive. For any software required in the scope of services, include any proposed license or maintenance agreement(s) with your Proposal. Failure to reach agreement on contract terms and conditions may result in rejection of a Proposal, rescission of an award and/or retention of Proposal Security by the County.

	ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924	Page 6
RFP TITLE: Health and Medical Services for Children in Foster Care		RFP-DSS03-26

10. The County maintains a unilateral right to cancel or extend the contract in accordance with the terms of any contract resulting from this RFP. If a Vendor/Consultant fails to perform or otherwise breaches the contract, in addition to any other rights and remedies the County may have, the Vendor/Consultant may be listed as non-responsible and may be ineligible for future contract awards.

11. If Bid (Proposal) Security is required by this RFP; it must be included in the Proposal. If Performance and/or Payment Bonds are required by this RFP, Proposals must include a letter from the Offeror's bank or surety stating that the required letter of credit or bond(s) will be provided in the event of a contract. The letter of credit or bond(s) shall be provided for each year or relevant portion of the contract, as may be applicable.

12. Offerors should be properly registered to do business in the State of New York and furnish applicable certificates of authority/incorporation/partnership/dba, etc. with their Proposal.

13. The County encourages submission of Proposals by certified Minority- and/or Women-Owned Business Enterprises (MWBE) and/or Disadvantaged Business Enterprises (DBE).

14. A Non-Collusion Certification, Disclosure of Non-Responsibility Determination and Iran Divestment Act Certification are included in this RFP. Offerors must complete and submit a signed original of each and the applicable number of copies of each with each Proposal.

15. Supplier Forms are provided with this RFP. Offerors that have not received a purchase order in the last twelve (12) months from the County must submit completed and signed Supplier Forms prior to execution of a contract by the County.

16. Please be advised that this solicitation is subject to Orange County Local Law No. 13 of 2013, as amended, known as the "Pay-to-Play Law". Pay-to-Play Forms will be made available with this RFP. All Pay-to-Play Forms should be submitted with your Proposal and will be required if you are awarded a contract. The Pay-to-Play Forms are required from the Vendor/Consultant (unless exempted by the law) prior to execution of a contract by the County.

17. Pursuant to New York's Freedom of Information Law ("FOIL") (Public Officers Law, Article 6, Sections 84-90) all government records are presumptively open for public inspection unless specifically exempted from disclosure under FOIL. Offerors who have a good faith belief that information contained in their Proposal is exempt from disclosure under FOIL must, at the time of their submission, request the exemption in writing, setting forth the basis for the claimed exemption. In addition, the Offeror must mark each page of its submission claimed to be exempt from disclosure under FOIL with the following legend: **"THE OFFEROR BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW."** Neither the Offeror's classification of materials as exempt under FOIL, nor the County's acceptance of Offeror's Proposal with the claimed exemption(s), should be considered a final determination as to whether the designated materials are exempt from disclosure under FOIL. Any and all determinations as to the propriety of claimed exemptions will be made by the County and/or a court of law in accordance with applicable law.

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 7

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26****INSURANCE REQUIREMENTS**

During the term of the contract, or longer if required, Vendor/Consultant shall maintain, at its expense, Worker's Compensation, Disability and liability insurance policies of the types and minimum coverages specified in the enclosed contract template (e.g., Agreement for Vendor Services), as applicable. Certificates of insurance evidencing Vendor's/Consultant's compliance with these requirements shall be required prior to execution of the contract by the County. Award is conditional upon submission of insurance documents within the time specified in the Notice of Award. Failure to do so may result in disqualification of the Offeror as non-responsive and/or the County's retention of any Proposal Security.

BONDING REQUIREMENTS

☒ There are no Bonds required for this contract.

PURCHASES BY OTHER LOCAL GOVERNMENTS AND DISTRICTS

New York State General Municipal Law §103(3), §103(16), County Law §408-a, and County Procurement Policy allow New York State political subdivisions and districts to make purchases through County contracts open to such procurements by the County. **THE AWARD OF ANY CONTRACT UNDER THIS RFP SHALL BE OPEN TO SUCH PROCUREMENTS. OFFERORS WHO DO NOT WISH TO ACCEPT THIS AS A CONDITION OF CONTRACT SHOULD NOT SUBMIT A PROPOSAL.**

1. The Department of General Services shall make award information on any contract resulting from this RFP available to other political subdivisions.
2. Other political subdivisions or districts will issue purchase orders directly to Vendor/Consultant within the specified contract period referencing the County's contract and shall be solely liable and responsible for all payments due on under the contract for that political subdivisions or district's use of the Contract. The County shall not be liable or responsible for any debts incurred by other users of any contract resulting from this RFP.
3. All purchases shall be subject to audit and inspection by the County.
4. Necessary deviations from the County's specifications in the award of a participant contract, for example quantities or delivery points, shall be resolved between the successful Offeror and the other political subdivisions or districts. However, at no time shall any change to price and product specifications be permitted, except where an item has been replaced by another item due to obsolescence or pricing is contingent on an outside factor (e.g. fuel at market rates) pursuant to the terms of the contract, and/or the Vendor or Consultant offers reduced pricing to any participant, which then must be made immediately available to all participants. If a product specification requires modification due to obsolescence, the County must approve a change of product in writing in order for it to be valid. In the event a product substitution is approved, no change in price will be permitted except when the price will be lower than the originally awarded price. Any reduced pricing shall be applicable to all other participants' quantities ordered on or after the date such reduced pricing became effective for the initial participant receiving such pricing.

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 8

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26****SCOPE**

The County of Orange ("County"), by and through its Department of Social Services ("OCDSS"), is seeking proposals from qualified, experienced agencies (collectively, "Offerors" and individually, "Offeror") to operate a Health and Medical Service program for children in foster care and perform certain services thereunder as more fully described in the *Specifications* portion of this RFP.

SPECIFICATIONS**1. DEFINITIONS.**

- (a) The term "Consultant" refers to the successful Offeror awarded a contract under this RFP.
- (b) The term "Contract" refers to a contract awarded under this RFP.

2. **BACKGROUND.** Children who enter foster care (collectively, "Foster Children" and individually, "Foster Child") are more likely to experience higher rates of physical and emotional problems than children in the general population. This can be attributed to many factors including exposure to trauma, the pervasive effects of abuse or neglect, inadequate health care or medical neglect before entry into foster care, the inherent stress of out-of-home placement, and movements between settings that result in interruptions in health services. To address these issues, the American Academy of Pediatrics and the Child Welfare League of America recommend that child welfare agencies adopt a care coordination approach to the health assessment, treatment, and follow-up services to Foster Children. Health care coordination is important so that (a) each Foster Child receives all necessary medical, developmental, mental health, dental, and substance abuse assessments in the specified timeframes while in foster care, (b) the foster family/caregiver supports the medical plan for the Foster Child, and (c) information is shared appropriately among professionals involved in the Foster Child's care. This means health care professionals, casework staff, agency staff, caregivers, birth parents, and service providers should work collaboratively toward implementing an integrated plan of care. Therefore, when feasible, Foster Children should receive all of their health care, including routine preventive, acute illness, and chronic illness, from the same providers while in foster care and upon discharge to promote continuity of care.

3. **SCOPE OF SERVICES.** Consultant operating a health and medical services program ("Program") shall provide services in accordance with Section 441.22 of Title 18 of New York Codes, Rules and Regulations ("18 NYCRR"), as may be amended from time to time and a copy of which is included in the Appendix to this RFP. The Program shall have certain obligations and perform certain tasks and services including those identified in subsections (a) – (f) below.

- (a) **Referrals.** Accept referrals from OCDSS only and schedule an appointment for an initial comprehensive medical examination of a referred Foster Child upon receipt of the referral. The examination must be completed within 30 days of the Foster Child's placement into foster care. Consultant's Program cannot accept referrals from outside agencies or the community. OCDSS anticipates that approximately 84 Foster Children will be referred to the Program annually.

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 9

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26**

(b) **Accessibility of Services.** Ensure and maintain hours of operation and scheduling of services that reflect the needs of referred Foster Children and their foster families, including flexible hours to accommodate school-aged Foster Children and the work schedules of their foster families, and respond to after-hours emergencies.

(c) **Initial Medical Examination.** Perform an initial comprehensive medical examination in accordance with current recommended medical practice, considering the age, environmental background, and development of the referred Foster Child. As stated in subsection (a) above, such examination must be completed within 30 days of the Foster Child's placement into foster care. Each examination shall include the following:

- (i) a comprehensive health and developmental history;
- (ii) a comprehensive unclothed physical examination;
- (iii) an assessment of immunization status and the provision of immunizations as necessary;
- (iv) an appropriate vision assessment;
- (v) an appropriate hearing assessment;
- (vi) appropriate laboratory testing, which may include complete blood count, urinalysis, tuberculin skin test, X-rays, HIV-related tests (where performed in a manner consistent with Article 27-F of New York Public Health Law), and lead, sickle cell, and venereal disease screening at the direction of a physician when indicated on the basis of the referred Foster Child's age, medical history, environmental background, and physical/developmental condition;
- (vii) a dental screening; and
- (viii) observation for child abuse and maltreatment which, if suspected, must be reported to the Statewide Central Register of Child Abuse and Maltreatment ("SCR") as mandated by Section 413 of New York Social Services Law ("SSL").

(d) **Periodic Medical Examinations.** Each referred Foster Child must have complete periodic medical examinations, the results of which must be maintained in the Foster Child's uniform case record.

- (i) Such examinations shall be provided according to the following schedule:
 - (A) For Foster Children aged 0-1 year at: 2-4 weeks, 2-3 months, 4-5 months, 6-7 months, and 9-10 months;
 - (B) For Foster Children aged 1-6 years at: 12-13 months, 14-15 months, 16-19 months, 23-25 months, 3 years, 4 years, and 5 years; and
 - (C) For Foster Children aged 6-21 years at: 6 years, 8-9 years, 10-11 years, 12-13 years, 14-15 years, 16-17 years, 18-19 years, and 20 years.

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 10

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26**

(ii) Such examinations must follow recommended medical practice and be consistent with the needs of the Foster Child as determined by the Foster Child's physician. Each examination must include the following, as appropriate by age:

- (A) A comprehensive health and developmental history;
- (B) A comprehensive unclothed physical examination;
- (C) An assessment of immunization status and provision of immunizations as necessary;
- (D) For each periodic medical examination occurring after the initial assessment for risk factors related to HIV infection in accordance with 18 NYCRR 441.22(b), an assessment of whether HIV-related testing is recommended based on the Foster Child's medical history and any information obtained since the initial assessment of the Foster Child, the prior service plan review of the Foster Child or the prior periodic medical examination of the Foster Child, as applicable;
- (E) An appropriate vision assessment;
- (F) An appropriate hearing assessment;
- (G) laboratory tests as appropriate for specific age groups or because the Foster Child presents a history or symptoms indicating such tests are necessary;
- (H) dental care screening and/or referral. All foster children up to age 3 should have an oral exam at each medical examination and, where appropriate, should be referred for dental care. All Foster Children 3 years of age or over must have a dental examination by a dentist annually and must be provided with any dental care as needed; and
- (I) observation for child abuse and maltreatment which, if suspected, must be reported to the SCR as mandated by SSL §413.

(e) **Recording, Reporting, Coordination.**

- (i) Establish and maintain a comprehensive up-to-date medical file for each referred Foster Child.
- (ii) Obtain documentation from health services providers for each referred Foster Child's medical file.
- (iii) Obtain medical consent(s) as needed.
- (iv) Complete a *Child's Medical Record* (Form OCFS-711), a copy of which is included in the Appendix to this RFP, for each referred Foster Child and provide same to the designated OCDSS liaison and/or supervisor within 10 days of completion.

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 11

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26**

(v) Prepare an individual treatment plan for each referred Foster Child after the initial medical examination is completed and provide same to the designated OCDSS liaison and/or supervisor and the Foster Child's foster family/caregiver. The plan should address the foster child's needs identified in each of the health and medical assessments and include recommendations for treatment, referral information, and follow-up appointments.

(vi) Obtain any necessary and appropriate follow-up evaluations and services.

(vii) Educate each referred Foster Child, birth parent(s)/guardian, and foster family/caregiver about the Foster Child's health needs and issues as authorized.

(viii) Make referrals to services including, but not limited to, Early Intervention, Healthy Families, behavioral health, mental health, substance abuse, dental, and laboratory tests and provide a copy of same to the designated OCDSS liaison and/or supervisor.

(ix) Coordinate and monitor ongoing health related services.

(x) Coordinate weekly treatment team meetings with the designated OCDSS liaison, caseworker, supervisor, agency health staff, and caregivers as appropriate to provide oversight and responsibility for all aspects of health and medical services provided to a referred Foster Child.

(xi) Submit quarterly reports to the designated OCDSS liaison and/or supervisor by the 20th day of the month immediately following the quarter in which Program services were provided. These reports must contain any and all statistics required by the designated OCDSS liaison and/or supervisor together with the following items:

- (A) number of new referrals,
- (B) number of completed comprehensive/well check visits,
- (C) number of foster children that are up to date on vaccines,
- (D) number of behavioral health referrals made,
- (E) number of Early Intervention referrals made,
- (F) number of foster children that had lab work completed,
- (G) number of newborn screen results obtained,
- (H) number of confirmed dental visits,
- (I) number of substance abuse referrals;
- (J) number of vision referrals,
- (K) number of Foster Children receiving ongoing medical services,

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 12

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26**

(L) number and type of referrals made for referred Foster Children (i.e., Healthy Families, specialty medical services, etc.),

(M) number of coordinated weekly treatment meetings held, and

(N) number of referred Foster Children discharged and reason for discharge.

(xii) Submit an annual report to the designated OCDSS liaison and/or supervisor by the 20th day of the month immediately following the end of each Contract year. Please note that the annual report is intended to be a summary of the Program's performance throughout the applicable Contract year and does not replace the quarterly report for the applicable fourth (4th) quarter.

4. **TRAINING.** All members of Consultant's staff (and its sub-contractors, if any) performing Program services shall successfully complete the American Academy of Pediatrics *Trauma and Resilience ECHO: Practical Approach to Disrupted Caregiving* training and provide documentary proof of such completion to the designated OCDSS liaison and/or supervisor. This training can be accessed at <https://aap.org>. Consultant shall require and ensure that each member of its staff (or its sub-contractors, if any) performing Program Services successfully completes such requisite training within 30 calendar days from the date of Contract award and provide documentary proof of same to the designated OCDSS liaison and/or supervisor. Consultant's failure to submit documentary proof that each member of its staff (and its sub-contractors, if any) has successfully completed this requisite training within the aforementioned timeframe shall constitute grounds for the County's immediate termination of the Contract.

5. **REGULATORY REQUIREMENTS.**

(a) Consultant shall comply and require and ensure that each member of its staff (and its sub-contractors, if any) performing Program services complies with the requirements of all applicable New York State and Federal laws, regulations, standards, and guidelines, including, without limitation, Article 15 of New York Executive Law (Human Rights Law), New York Civil Rights Law, and Federal Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act of 1973, as amended, and 45 CFR Parts 84 and 85, each as may be further amended from time to time.

(b) Pursuant to 18 NYCRR Part 358, as may be amended, the County will notify eligible applicants for, or recipients of Program services of their right to a fair hearing to appeal the denial, reduction, or termination of such services, or the failure to act upon an application within the appropriate timeframes. The County will also inform applicants for, or recipients of, health and medical services how to file a fair hearing request. The County will provide Consultant with copies of the fair hearing decision. Consultant shall, upon the request of the County, participate in fair hearings and any appeals thereof as a witness when necessary for a determination of the issues.

(c) Consultant shall comply and require and ensure that each member of its staff (and its sub-contractors, if any) performing Program services complies with the requirements of 18 NYCRR Part 357, as may be amended from time to time, pertaining to the safeguarding of information. Consultant shall comply and require and ensure that each member of its staff (and its sub-contractors, if any) performing Program services complies with any and all applicable Federal and New York State laws and regulations pertaining to disclosure of confidential information including, but not limited to, 18 NYCRR §423.7 and SSL § 458-

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 13

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26**

o(3)(c), each as may be amended from time to time. Consultant shall require and ensure that all records containing individually identifiable information of a referred Foster Child are kept in locked files or in rooms that are locked when the records are not in use with access provided only to those individuals authorized by applicable Federal and New York State laws, rules, and regulations, all as may be amended. Consultant shall further require and ensure that when said records are in use, they are maintained in such a manner as to prevent exposure of individual identifiable information to anyone other than the authorized party directly utilizing the record.

(d) Consultant shall ensure, in accordance with 18 NYCRR Part 403 and Section 2782 of New York Public Health Law, each as may be amended from time to time, that its staff (and its sub-contractors, if any) to whom confidential HIV-related information is disclosed as a necessity for providing Program services are fully informed of the penalties and fines for re-disclosures in violation of New York State Law and regulations, as may be amended from time to time. Consultant shall require and ensure that any disclosure of confidential HIV-related information is accompanied by a written statement, as follows:

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

(e) Consultant shall comply with all applicable fiscal, program responsibility, billing, recordkeeping, controls, reporting, and monitoring requirements issued by OCDSS and any New York State and/or Federal agency funding Consultant's Program.

(f) Consultant shall not make any sub-contract for the operation of its Program and/or performance of the services provided under said Program without the prior written approval of the County. The assignment of Consultant's Contract, in whole or in part, or of any money due or to become due thereunder is void without the prior written approval of the County. All sub-contractors are subject to Federal and New York State requirements governing purchase of services contracts including, but not limited to, 18 NYCRR Part 405 and 18 NYCRR §423.4(f), each as may be amended from time to time. Consultant is fully responsible for the performance of all sub-contractors.

6. **CONTRACT.** This RFP and the content of Consultant's proposal submitted in response to same, as accepted by the County, will be attached to, incorporated in, and made a part of Consultant's Contract.

TERM

1. **Initial Term and any Potential Renewal Terms.** The County anticipates that the term of any Contract awarded under this RFP will be for a period of one (1) year (hereinafter referred to as the "Initial Term"), commencing on/about January 1, 2027. The County reserves the right to renew and extend the Contract term for up to four (4) additional periods of up to one (1) year each (each hereinafter referred to as a "Renewal Term"), at the sole option of the County and under the same terms and conditions as set forth in the initial contract.

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 14

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26**

2. **Potential Extended Term.** Upon expiration of the original term or any renewal thereof, if authorized by the County as above, this contract may be extended unilaterally by the County for an additional period of up to two months upon notice to the Vendor/Consultant with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such extension), prices, and delivery requirements. With the concurrence of the Vendor/Consultant, the extension may be for a period of up to three months in lieu of the up to two month period.

PRICING**1. We do not accept any conditional Proposals (i.e.: minimum quantities, minimum dollar amount orders).**

2. The cost set forth in Consultant's approved budget for the Initial Term shall remain firm for the entirety of said Initial Term, with no adjustment allowed. If the County exercises its option(s) to renew the Contract term as discussed in the *Term* portion of this RFP, Consultant's approved budget that coincides with such renewal term will be applied for said renewal term, with no adjustment allowed. In the event of an Extended Term, the cost from the immediately preceding Initial Term or Renewal Term, as applicable, shall apply throughout the duration of such Extended Term, with no adjustment.

3. The pricing set forth in Consultant's budget, shall remain firm for the Initial Term with no adjustments allowed. For the first (1st) Renewal Term and each Renewal Term thereafter, if any, Consultant may submit a written request to OCDSS, no less than one hundred-twenty (120) calendar days in advance of the expiration of then in-effect Renewal Term, for a price adjustment to be applied to the immediately succeeding Renewal Term, if elected by the County. All price adjustments will be reviewed by and are subject to the approval of OCDSS. OCDSS retains the absolute right to (a) reject any such request in total if OCDSS determines, in its sole discretion, that the requested price increase is unreasonable; (b) accept and agree to the requested price increase without modification; or (c) negotiate a mutually acceptable price increase with Consultant. The failure of Consultant to request a price adjustment as set forth herein will result in the pricing from the immediately prior Initial or Renewal Term, as applicable, continuing for the duration of the immediately succeeding Renewal Term, if any. Pricing for any Extension Term shall be the same as the pricing from the immediately prior Initial or Renewal Term, as applicable.

4. The prices submitted shall be exclusive of federal and state sales taxes (or other taxes inapplicable to government entities) and must not include any tax for which the Offeror may claim exemption because of doing business with the County.

5. Unless otherwise indicated in this RFP, prices shall be net, including transportation and delivery charges fully prepaid by the successful Vendor to the destination indicated in the purchase order. Prices are to be listed as FOB Delivered: ORANGE COUNTY, NY. No freight and/or handling or fuel surcharges will be accepted, unless otherwise agreed to in the purchase order. Delivery of all products will be made free of transportation charges, the prices offered by Vendor being delivered prices.

6. At no time shall any change to price and product specification be permitted, for the entire term of the award, except where an item has been replaced by another item due to obsolescence. In this instance, the County must approve a change of product in a written change order for it to be valid. In the event a product substitution is approved, no change in price will be permitted except when the price will be equal to or lower than the originally awarded price.

	ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924	Page 15
RFP TITLE: Health and Medical Services for Children in Foster Care		RFP-DSS03-26

7. The proposed Scope and Specifications are not a guarantee, were developed based on past or anticipated needs, and are as accurate as the County can ascertain at the time of issuance of this RFP. When an anticipated volume or other quantities or goods or services are listed, the County has listed these either based upon a history of usage over a previous period or anticipated need. The County in no way guarantees that the actual quantities listed will be ordered. When volume or quantities are listed, the Offeror should understand that the actual volume or quantities may be more or less, depending on the actual needs of the County. The Offeror shall hold the County harmless against any damages because of estimated volume or quantities. In the event quantities exceed the estimate, the County shall receive the price as listed in the award or, if a better price is available at that time, that price shall be passed on to the County.

8. OCDSS and Consultant understand that over time community demographics and culture may change, along with the needs of the client, therefore, the program(s) may need to be adapted to meet the needs of OCDSS and its clients served. Consultant may submit a written request to OCDSS for the scope and/or specifications and corresponding budget of the contract to be modified. All program modifications will be reviewed by and are subject to the approval of OCDSS. OCDSS retains the absolute right to (a) reject any such request in total if OCDSS determines, in its sole discretion, that the requested program modification and budget is unreasonable; (b) accept and agree to the requested program modification and budget without change; or (c) negotiate a mutually acceptable program modification and budget with Consultant.

PAYMENT

1. Consultant must submit an invoice to the designated OCDSS liaison and/or supervisor by the 20th day of the month immediately following the month in which Program services were performed. The invoice shall include a list of all Foster Children served during the applicable month.

2. The County is able to offer the payment choices listed below. The payment time in standard County contracts is typically 30 days for Public Improvement Projects and 60 days for all other contracts. Generally, the County is able to process payments more quickly than those stated timeframes. However, the options for payment choices below are listed in order of speed:

- a. Electronic Funds Transfer (EFT) via Automated Clearing House (ACH) – Please complete the form enclosed with this RFB.
- b. Check

	ORANGE COUNTY, NEW YORK Department of General Services PO Box 218, 255-275 Main Street Goshen, New York 10924	Page 16
RFP TITLE: Health and Medical Services for Children in Foster Care		RFP-DSS03-26

SUBMISSION OF PROPOSALS

Unless otherwise noted below, one (1) UNBOUND signed original (as applicable to the document type) and the number of copies specified in Item #5 of the Instructions to Offerors, of each of the following items should be submitted in your Proposal package- **It is NOT necessary to include a copy of the entire RFP in your Proposal package only the items required below. Proposals must include:**

1. The number of copies, submission address, and similar information for proposals submitted in response to this RFP are provided in the Instructions to Offerors portion of this RFP. Proposals must be secured with a single paperclip in the upper left-hand corner of the proposal. Binders and/or covers of any kind will not be accepted.
2. The Proposal Form must be completed, signed, and used as the cover page of each proposal submitted in response to this RFP.
3. Each proposal submitted in response to this RFP shall consist of one (1) volume which shall be subdivided into four (4) easily identifiable sections as follows:
 - (a) **Section 1: Technical Proposal.** This section shall be divided into four (4) subsections (in the following order): Services, Staffing, Consumer Friendly, and Monitoring/Compliance. While there are no prescribed limits within each of the foregoing subsections, this entire section must not exceed ten (10) pages using font size no less than eleven (11).

(i) **Services.**

- (A) Describe the proposed Program, providing as much detail as possible regarding the core features or essential elements of said Program including the target population (who will be served and describe any exclusions), assessment process, timeframe for first contact to schedule an appointment, what type of services will be offered, length of service, and number served. Describe the location(s) from which the Program services will be provided, to whom, and how often. Please attach any forms or written tools Offeror plans to use in its proposed Program and describe the formal case records Offeror will keep.
- (B) Describe how the proposed Program will provide comprehensive care and how staff will work collaboratively to provide care coordination, organizing patient care activities, and sharing information among all of the participants concerned with a referred Foster Child's care to achieve safer and more effective care.

(ii) **Staffing.**

- (A) List all positions associated with the proposed Program including title, reporting structure, percent of time devoted to the program, tasks to be performed, and the frequency of formal supervision.
- (B) Describe the job qualifications required for each position outlined in the proposal. Include requirements for education and experience. Provide copies of any and all applicable licenses, certifications, continuing education, and similar credentials as required by the New York State

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 17

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26**

Education Department and/or other state agencies with licensing or other regulatory jurisdiction and as applicable to any profession practiced by Offeror's staff (and sub-contractors, if any) that will be performing Program services on Offeror's behalf.

(C) Describe Offeror's plan to enhance retention of staff associated with the provision of Program services and to limit staff turnover and vacancies.

(D) Describe how Offeror will manage vacancies, specifically explaining how positions will be filled as soon as possible. Include plans for how referrals will be covered to ensure there is no service disruption, and how requirements will be met during staff vacancies.

(E) Describe how Offeror will ensure ongoing professional development and training of staff associated with the proposed Program. Include a listing of all mandatory staff training and/or the minimum number of required and annual training hours.

(F) If any members of Offeror's staff (and sub-contractors, if any) who will be performing Program services on its behalf if Offeror is awarded a Contract have successfully completed the requisite American Academy of Pediatrics *Trauma and Resilience ECHO: Practical Approach to Disrupted Caregiving* training, Offeror shall provide documentary proof of same.

(iii) **Consumer Friendly.**

(A) Describe how the proposed Program will provide services in a trauma-informed, culturally sensitive manner.

(B) Describe how the proposed Program will serve referred Foster Children and their foster families during non-traditional hours in order to accommodate the schedules of such Foster Children and foster families, including the process for responding to after-hours emergencies.

(C) Describe how the proposed Program will provide services to Spanish speaking and other non-English speaking Foster Children and their foster families.

(D) Describe how the proposed Program will provide services to hearing-impaired Foster Children and their foster families.

(iv) **Monitoring/Compliance.**

(A) Describe how Offeror will communicate and share information with OCDSS. Identify the individual within Offeror's organization (by position and title) who will be responsible for notifying OCDSS of any significant concerns (i.e., programmatic or case events) and for completing and timely submitting the required quarterly and annual reports discussed in the *Specifications* portion of this RFP applicable to the proposed Program.

(B) Explain how Offeror will address poor performance by Program staff and/or the proposed Program's failure to provide services as discussed in the *Specifications* portion of

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 18

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26**

this RFP and as presented in its proposal.

(C) Describe how Offeror will monitor ongoing health-related services and ensure each referred Foster Child receives all necessary medical, developmental mental health, dental and substance abuse assessments as required.

(D) Describe how Offeror will monitor and verify the accuracy and sufficiency of its billing system to ensure all claims submitted are acceptable and that an adjustment is sought when discrepancies are identified.

(b) **Section 2: Cost Proposal.** Provide a line-item budget for the proposed program, clearly distinguishing administrative costs from direct service program costs using the Microsoft Excel budget forms which can be downloaded from the County's website, www.orangecountygov.com by clicking on Departments, Social Services, Vendor Budget Information. To complete Section C, entitled *Administrative Overhead*, on Budget Form 1:

(A) Designate all involved personnel costs, both direct services and administrative, full-time equivalents (FTEs), and fringe benefit rates,

(B) Provide specific administrative salaries, including the salary of the President, CEO, Fiscal Officer, and other associated management employees, and

(C) Designate OTPS (other than personal services) costs, travel, supplies, insurance, and other essential proposed foster care services program costs.

(ii) Provide a budget narrative that describes the basis for the budget.

(iii) Administrative overhead may not exceed fifteen (15%) percent of the total proposed annual budget. Offerors that propose administrative overhead at a rate lower than fifteen (15%) percent may receive Preference Points (as the term is defined in Section 2(e) of the *Basis of Award* portion of this RFP).

(c) **Section 3: Organizational Background, Qualifications, Experience, References, and Additional Information.** This section of the proposal must be limited to five (5) pages, exclusive of any requested copies of financial reports, and include the items set forth below.

(i) **Organizational Background.** Provide a brief history and description of Offeror's organization, together with a copy of Offeror's most recent annual financial report. Also, provide the name and title of the person(s) authorized to bind Offeror's organization, together with the main office address and telephone number (including area code) of Offeror, and include the office address from which the proposed Program will be operated and associated services will be provided.

(ii) **Qualifications.** Identify Offeror's professional staff members who will be directly involved in performing the Program services identified in Offeror's proposal. Summarize the experience each possesses and the location of the office from which each will work.

(iii) **Experience.** Provide a detailed description of Offeror's experience in operating a Program

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 19

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26**

and providing services that are the same as those identified in Offeror's proposal, including any outcomes achieved.

(iv) **References.** Provide the contact information (entity name, contact person's name, address, telephone number, and email address) for at least three (3) clients for whom services that are the same or substantially similar as those identified in Offeror's proposal have been provided by Offeror. References from New York governmental entities are preferable, but not required.

(v) **Additional Information.** Provide any additional information that Offeror asserts would distinguish Offeror in its service to the County, with a detailed explanation in support of such assertion.

(d) **Section 4: Required Forms and Additional Information (if applicable).** Each proposal submitted in response to this RFP must contain the documents specified below.

(i) Completed and signed Non-Collusion Certification, Iran Divestment Act Certification, and Disclosure of Non-Responsibility Determinations form (copy of the instruction page not required).

(ii) Certificate of Authority/Incorporation/Partnership/dba, etc., as applicable to your organization.

(iii) Completed Supplier Forms (if not already a current Orange County awarded vendor).

(iv) Completed and signed Pay-to-Play Forms (Please note that due to an exemption in the Pay-to-Play Law, Government Entities and School Districts do not need to complete Pay-to-Play forms).

4. Information or other materials may be included only if requested in the Specifications portion of this RFP.

5. Any supplemental agreements (e.g. a licensing agreement) requested by an Offeror must be included in the proposal and are subject to the discretionary approval of the County Attorney and the County Executive. For any software required in the Specifications portion of this RFP, include any proposed license or maintenance agreements with your proposal. Offerors awarded a Contract agree to execute the contract in the same form as the template enclosed in this RFP and in the timeframe, if any, indicated in this RFP. Failure to reach agreement on contract terms and conditions may result in rejection of a proposal, rescission of an award and/or retention of Bid Security by the County.

6. **ALL SUBMISSIONS MUST BE CLEARLY MARKED ON THE OUTSIDE PACKAGING WITH THE RFP TITLE AND NUMBER.**

7. **Insurance.** While not required in the proposal package, Offerors are reminded that Certificates of Insurance evidencing compliance with the Insurance requirements of this RFP must be provided prior to execution of a Contract by the County. The number of days for submission may vary but it may be less than one (1) business week, so please plan accordingly. **FAILURE TO SUBMIT INSURANCE DOCUMENTS MAY RESULT IN DISQUALIFICATION OF THE CONSULTANT AS NON-RESPONSIVE AND/OR THE COUNTY'S RETENTION OF BID SECURITY.**

execution of a contract by the County. (Due to an exemption in the Pay-to-Play Law, Government Entities and School Districts do not need to complete Pay-to-Play forms.)

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 20

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26****ADDITIONAL INFORMATION, INTERVIEWS & SITE VISITS**

The County may require any or all Offerors to present additional evidence of experience, ability and financial standing as well as a statement as to the materials, equipment or personnel which the Offeror will have available for the performance of this contract. The County reserves the right to interview any or all Offerors and/or visit any or all Offeror's sites during the evaluation of Proposals. If applicable, the County shall contact Offerors to arrange an interview (which County may require to be held at the Department of General Services) and/or a site visit of Offeror's facilities at any time during the evaluation process. Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in interviews, site visits or be asked to submit a best and final offer. The County may award the contract without interviews and/or site visits for any or all Offerors, if deemed to be within the best interests of the County.

BASIS OF AWARD

1. Contract awards may be made to the highest scoring Offeror resulting from the evaluation procedure described below. A score will be calculated for each criterion for each proposal. The total scores for all criteria in each proposal will be known as an Offeror's final score.
2. The evaluation process is designed to award a Contract to the Offerors with the best combination of attributes based upon the evaluation criteria noted below. A score will be calculated for each criterion for each proposal for each program. The total scores for all criteria in each proposal will be known as an Offeror's final score.

Criteria	Point Value
(a) Technical Proposal – Services. Offeror's proposal and interview, if conducted, demonstrates an ability to meet (or exceed) the requirements detailed in the <i>Specifications</i> portion of this RFP, as applicable to Offeror's proposed Program.	0-24
(b) Technical Proposal – Staffing. Offeror's proposal and interview, if conducted, demonstrates an ability to (i) enhance staff retention (ii) adequately manage any staff vacancies to ensure no disruption in service occurs, as applicable to Offeror's proposed Program and (iii) ensure ongoing professional development and training of staff associated with the proposed Program.	0-16

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 21

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26**

Criteria	Point Value
(c) Technical Proposal – Consumer Friendly. Offeror’s proposal and interview, if conducted, demonstrates an ability to sufficiently (i) serve referred Foster Children and foster families during non-traditional hours and responding to after-hours emergencies, (ii) deliver Program, services in a culturally sensitive manner, (iii) provide Program services to Spanish and other non-English speaking Foster Children and foster families, and (iv) provide Program services to hearing-impaired Foster Children and foster families.	0-16
(d) Technical Proposal – Monitoring and Compliance. Offeror’s proposal and interview, if conducted, demonstrates an ability to adequately (i) ensure compliance with the requirements detailed in the <i>Specifications</i> portion of this RFP, (ii) address poor performance of Program staff and/or the Program, and (iii) communicate and share information with OCDSS.	0-16
(e) Cost Proposal. A maximum of 20 points may be awarded. Cost Proposal will be scored using the following formula: Maximum Points x (Lowest Cost Proposal ÷ Cost Proposal Being Evaluated) = Cost Score <u>Preference Points:</u> A maximum of 7 Preference Points may be awarded. Offerors with proposed administrative overhead rates below fifteen (15%) percent may receive an additional one-half (.5) Preference Point for each full one (1%) percent below fifteen (15%) percent.	20 Maximum Points + Any Preference Points Awarded up to a Maximum of 7
(f) Qualifications, Experience, References, and Additional Information. Offeror’s proposal and interview, if conducted, demonstrates (i) prior experience of Offeror in operating the proposed Program and providing services that are the same or substantially similar to those identified in the proposal, and (ii) capability to provide such services in a satisfactory manner. Any additional information provided by Offeror that Offeror asserts distinguishes it in its service to the County may be considered in evaluating this criterion.	0-8
Total Maximum Points Available	107

3. Proposals submitted in response to this RFP will be evaluated by program (i.e. proposals submitted for the operation of a given program will be evaluated as against each other).

4. Proposals will be scored and weighted against each criterion by an evaluator or evaluation team using the rating scale below, in accordance with the weight given to the applicable point range for that criterion.

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 22

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26**

Criteria	Points Awarded if Proposal Does Not Meet Criterion Requirements/ Expectations	Points Awarded if Proposal Partially Meets Criterion Requirements/ Expectations	Points Awarded if Proposal Meets Criterion Requirements/ Expectations	Points Awarded if Proposal Partially Exceeds Criterion Requirements / Expectations	Points Awarded if Proposal Exceeds Criterion Requirements/ Expectations
2(a)	0	6	12	18	24
2(b)	0	4	8	12	16
2(c)	0	4	8	12	16
2(d)	0	4	8	12	16
2(e)	A maximum of 20 points may be awarded. Cost Proposal will be scored using the following formula: Maximum Points x (Lowest Cost Proposal ÷ Cost Proposal Being Evaluated) = Cost Score <u>Preference Points</u> : A maximum of 7 Preference Points may be awarded. Offerors with proposed administrative overhead rates below fifteen (15%) percent may receive an additional one-half (.5) Preference Point for each full one (1%) percent below fifteen (15%) percent.				
2(f)	0	2	4	6	8

If the evaluator or evaluation team determines, at his/her/its sole discretion, that interviews are in the best interest of the County, responsive proposals will be reviewed and scored as described above in a preliminary round to aid in determining whether all Offerors, or just those with top scoring proposals, will be interviewed. If interviews are held, the same review and scoring process described above will be repeated for those Offerors interviewed, and any award(s) made will be based on that secondary scoring round.

5. The submission of a Proposal implies the Offeror's acceptance of the evaluation criteria and acknowledgment that subjective judgments must be made by the evaluation committee. Award of any contract(s) shall be made to the responsible Offeror(s), whose Proposal(s) is(are) determined to be in the best interest of the County.

6. The County reserves the right to: accept other than the lowest priced offer, waive any informality, or reject any or all Proposals, with or without advertising for new Proposals, if in the best interest of the County.

ANTICIPATED RFP TIMELINE

All dates except for the Proposals Due date are approximate and subject to change, unless otherwise noted. Any change in the Proposals Due date will be made by an Addendum to the RFP issued by the County.

Publication of RFP 10/8/26
Questions Due 10/22/26
Proposals Due 11/5/26

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 23

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26****PROPOSAL FORM**

BUSINESS NAME: _____

BUSINESS ADDRESS: _____
_____NAME, TITLE, TELEPHONE, FAX AND EMAIL OF CONTACT PERSON: _____

Does this business have a minority, women's, disadvantaged, or small business certification? Yes No

If yes, please list the designation(s) and the certifying entity(ties) _____

The undersigned proposes to furnish and deliver the services described in **RFP-DSS03-26, Health and Medical Services for Children Foster Care** and its responding Proposal to the County of Orange, at the prices stated in the Proposal submitted. The individual submitting this Proposal on behalf of the business entity noted above, certifies by their signature below that:

- they understand and have complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the Restricted Period;
- they have read and understood the full Request for Proposal cited above; and
- they are duly authorized to submit this Proposal on behalf of the business entity noted above.

Additionally, by submission of this RFP, the person signing on behalf of the business entity noted above certifies, and in the case of a joint quote each party thereto certifies as to its own organization, under penalty of perjury, that the business entity submitting this quote has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

By: _____
(Signature)

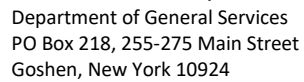
Date: _____

Name_____
Federal Tax ID Number_____
Title_____
DUNS Number, if applicable**ADDENDA CONFIRMATION** (Offerors should only complete this section if any addenda were issued for this RFP.)

Addendum # ____ - Received _____, 20__ Initialed by person signing above _____

Addendum # ____ - Received _____, 20__ Initialed by person signing above _____

Addendum # ____ - Received _____, 20__ Initialed by person signing above _____



RFP-DSS03-26

RFP Shell 7/2024

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 25

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26****NON-COLLUSION CERTIFICATION**

- (a) "By submission of this Proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
 - (3) No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition."
- (b) A Proposal shall not be considered for award, nor shall any award be made where the provisions of (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the Offeror cannot make the foregoing certification, the Offeror shall so state and shall furnish with the Proposal a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the Proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that an Offeror (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a)(1)-(3) of this certification.

Any Proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by an Offeror for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such Proposal contains the certification referred to in subparagraph (a)(1)-(3) of this certification, shall be deemed to have been authorized by the board of directors of the Offeror, or other authorizing body or vote of the offeror's business entity if other than a corporation, and such authorization shall be deemed to include the signing and submission of the Proposal and the this Non-Collusion Certification as the act and deed of the corporation or other business entity submitting the Proposal.

DATE_____
SIGNATURE_____
NAME_____
TITLE_____
BUSINESS NAME

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 26

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26****IRAN DIVESTMENT ACT CERTIFICATION**

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Offeror certifies as true under the penalties of perjury that: By submission of this proposal each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Offeror is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award, nor shall any award be made where the certification has not been made, provided, however, that if in any case the Offeror cannot make the certification, the Offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to an Offeror who cannot make the required certification on a case-by-case basis if:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any Proposal, Proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE_____
SIGNATURE_____
BUSINESS NAME_____
NAME_____
TITLE

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 27

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26****INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS****Background:**

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offeror" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

Instructions:

The County of Orange includes the following disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of Proposals or Bid documents or specifications or contract documents, as applicable, for Procurement Contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to with your Bid or Proposal to the County agency conducting the Governmental Procurement.

The following disclosure form must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 28

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26****DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address:

Name and Title of Person Submitting this Form:

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity:

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility:

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By:

Signature

Date:

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 29

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26****INFORMATION SHEET**

The questions asked on this Information Sheet are voluntary. It is not necessary to complete this Information Sheet. Filling out this sheet does not change your chances of a contract award in any respect. By completing this form, you will be helping the County track trends that we believe to be of importance. The information collected will NOT be used to compile mailing lists and will not be used to contact you. It will also not be sold. The information collected may be used to generate reports showing historical data with regard to the County's purchasing process.

Business Name: _____

Address: _____

In what county are the primary operations of this business conducted? _____

Business type (Sole Proprietorship, Corporation, LLC, etc.) _____

Does this business have a minority, women's, disadvantaged, or small business status? Yes No

If yes, please list the designation(s) and the certifying entity(ties) _____

How many individuals does this business employ? _____

Have you conducted business with the County before? Yes No

How did you discover this Proposal opportunity? _____

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? Yes No

If Yes, do you find it useful (explain) or if No, why? _____

Please list any other comments or suggestions pertaining to doing business with Orange County. _____

**ORANGE COUNTY, NEW YORK**

Department of General Services
PO Box 218, 255-275 Main Street
Goshen, New York 10924

Page 30

RFP TITLE: Health and Medical Services for Children in Foster Care**RFP-DSS03-26****NON-OFFEROR'S RESPONSE**

BUSINESS NAME: _____

For the purpose of facilitating your firm's response to our Request for Proposals, the County of Orange is interested in ascertaining reasons for prospective Offerors' failure to respond to Requests for Proposals. If your firm is not responding to this Proposal, please indicate the reason(s) by checking any appropriate item(s) below and faxing it to the Department of General Services at (845) 378-2365 or mailing it to the above address.

We are **not** responding to this RFP for the following reason(s):

- ☐ We do not offer this product or service.
- ☐ We are unable to meet specifications.
- ☐ Specifications not clearly understood or applicable (please note in "Other reason(s)" below if too vague, too rigid, etc.).
- ☐ We are unable to meet your bond requirements.
- ☐ Insufficient time allowed for preparation of Proposal.
- ☐ Incorrect address used or our branch/division does not handle this type of Proposal. Correct name and mailing address is:

- ☐ Other reason(s): _____
