Orange County Youth Bureau
Request for Proposals
for 2019 Funding
for funding available from:

- New York State Office of Children and Family Services Youth Development Program Grant (YDP)
- New York State Office of Children and Family Services Runaway & Homeless Shelter Part I (RHYA)
- Orange County Solutions Grant (S)

Proposals DUE JUNE 19, 2018

PART I
Background, Requirements, Proposal Instructions and Scoring Rubric

You must submit ONE PAPER ORIGINAL AND TWO PAPER COPIES of the required proposal documents by June 19, 2018 to:

Hand delivery, FedEx and UPS:
James P. Burpoe, Commissioner
Orange County Dept. of General Services
255-275 Main Street
Goshen, N.Y. 10924

US Postal Service:
James P. Burpoe, Commissioner
Orange County Dept. of General Services
PO Box 218
255-275 Main Street
Goshen, N.Y. 10924

Projected Timetable of Key Events

<table>
<thead>
<tr>
<th>Event:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Request for Proposals Released</td>
<td>5/1/18</td>
</tr>
<tr>
<td>Submittal of Questions, in writing Deadline</td>
<td>5/15/18</td>
</tr>
<tr>
<td>(See Youth Bureau’s website for previously asked questions from past RFPs.)</td>
<td></td>
</tr>
<tr>
<td>Addendum Issued</td>
<td>5/29/18</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>6/19/18 4:00 PM EDT</td>
</tr>
</tbody>
</table>

LATE PROPOSALS WILL NOT BE ACCEPTED

Competitive Awards Announced (tentative) | 10/26/18
Contract Start Date                  | 1/1/19

Inquiries

Pursuant to State Finance Law §139-j and §139-k, this solicitation includes and imposes certain restrictions on communications between the County and an Proposer during the procurement process. Proposer 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 his representative, telephone (845) 291-2792. Proposers 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.
SECTION ONE: BACKGROUND

1.1 Introduction
A. The Orange County Youth Bureau is pleased to request proposals for funding to support programs for Orange County youth age 0-21 that provide services, opportunities and supports designed to improve youth and community outcomes in the Life Areas outlined by the Touchstones framework. Developed by the New York State Council on Children and Families, the Touchstones framework is organized by six Life Areas: Economic Security; Physical and Emotional Health; Education; Citizenship; Family; and Community. The goals and objectives are related to each other and call for comprehensive strategies to address any single aspect of children and family well-being.

B. The Orange County Youth Bureau administers Youth Development Program (YDP) and Runaway & Homeless Shelter Part I (RHYA) funding from the New York State Office of Children and Family Services Office of Youth Development, and Orange County Taxation Solutions (S) dollars.

C. Orange County Youth Bureau grants are awarded to non-profit organizations and Orange County municipalities that will operate to meet goals identified in the Touchstone Life Areas defined in Part III of this RFP, the Orange County 2011-2016 Children and Family Services Plan.

1.2 Funding Available and Purpose
A. Funding Available. The amount of funding will be subject to the availability of annual State and County appropriations, which have not yet been made. For 2019, there is a minimum of $5,000 and a maximum of $60,000 funding amount that can be requested. New proposals will be considered a pilot program and should look to an average of $5,000 if awarded. Funding may be subject to an additional cap based on the total amount requested by all Proposers, and the availability of funds. The County may also limit awards given to any agency and may only fund Continuation programs, based on availability of funds. Matching funds are not required but strongly encouraged. In 2018, Orange County Youth Bureau funding of approximately $500,000 was available to award to eligible Proposers through the Competitive funding process. Once again, the County anticipates that this grant competition will be highly competitive.

B. Purpose & Priorities. The purpose of the Orange County Youth Bureau is to promote positive youth development across systems and to develop, fund, and monitor programs that improve the quality of life for children, youth and families. To carry out the mission of the Youth Bureau, funding is targeted towards the Touchstone Life Areas. Please refer to Part III of this RFP, the Orange County 2011-2016 Children & Family Services Plan (CFSP), for information on prioritized Goals, Objectives, and Strategies that proposals should seek to address through proposed programming. *Note this plan was extended an additional year, through 2017, and a new plan will be submitted in 2018 to the New York State Office of Children and Family Services.
1.3 **Key Information**

Please note the following highlights of the 2019 Orange County Youth Bureau Request for Proposals:

A. **Organizations who wish to apply for funding for more than one program offering must complete a full proposal for each proposed program.**

B. **To meet the County’s deadline for its 2019 competition, one original and two copies of the proposal must be submitted to General Services by 4:00 PM EDT June 19, 2018 to be eligible for funding. This includes the Cover Page with original signature, Part II (Proposal Forms) and Part V (Fiscal Documents). Late proposals will NOT be accepted.**

C. **Questions on the RFP must be submitted in writing by May 15, 2018, 4:00 P.M. prevailing time. Questions received after this time may not be addressed. Questions should be sent to the Department of General Services by 5/15/18. No questions will be entertained by any other means** (with the exception of technical questions on electronic forms, see Section 2.1. below). An addendum responding to the questions will be issued on or about May 29, 2018. Please be patient, questions will be answered in an Addendum/Addenda to be shared with all interested Proposers. Questions will not be responded to individually.

D. **There is a minimum of $5,000 and a maximum of $60,000 funding amount that can be requested. New proposals will be considered a pilot program and should look to an average of $5,000 if awarded. Funding may be subject to an additional cap based on the total amount requested by all Proposers, and the availability of funds. The County may also limit awards given to any agency and may only fund Continuation programs, based on availability of funds.**

E. **Though matching funds are not required, the strongest proposals will demonstrate support from other sources in addition to the Youth Bureau and such will be taken into account during the scoring process.**

F. **Programming and/or services must be provided within Orange County, with the exception of occasional trips outside of the County, with prior approval granted by the Orange County Youth Bureau.**

G. **If a municipality chooses to charge a fee for youth enrollment, it must accommodate any youth who is unable to pay the fee by either offering scholarships, a tiered fee schedule or waiving the fee. There must be a clear, written policy in place and available to youth, families, and the Youth Bureau for review. The municipality operating a recreational program is responsible for the collection of, setting of and reporting of the fee charged. Additional policies and procedures regarding municipal recreation fees can be found in the Youth Bureau Policies and Procedures Manual found on the website at www.orangecountygov.com/youthbureau.**

1.4 **Term of County Contract**

Successful programs will be given a 12-month contract with a start date of January 1, 2019.
1.5 **Eligible Proposers**
The following organizations are eligible to apply for funding through this RFP: not-for-profits, secular and faith-based, organizations operating in Orange County; Orange County municipalities; and partnerships or consortia consisting of the foregoing. Proposers that have never received funding through the Orange County Youth Bureau are encouraged to apply for funding in this RFP.

1.6 **General Program Requirements**
A. Organizations may apply for funding for more than one program. Full proposals are required for each program proposed.

B. Programs must provide direct youth and/or family service activities.

C. Administrative costs may not be more than 15 percent of the total program budget and must be allocated in the budget attachment.

D. Proposers are required to have reliable access to electronic mail and the Internet as part of their grants. Communications and reporting requirements are frequently completed through the Internet and electronic mail. Proposers without access to computers and additional hardware and software must demonstrate how they will meet these requirements.

E. Proposals must be collaborative in nature and not duplicate or compete with other programs in the Proposer’s respective community. Proposals with more than one partner must define the lead agency and its responsibilities, as well as the responsibilities of each partner agency. Addenda from partners and other support information cannot be attached. All support must be demonstrated within the Proposer’s program narrative.

**SECTION TWO: PROPOSAL SUBMITTAL & FUNDING CONSIDERATIONS**

2.1 **Proposal Submittal Process**
A. **Proposal Submission**

1. It is highly recommended that you begin the proposal at least three weeks before the deadline. This will allow time to address any technical issues prior to the proposal deadline.

2. Complete each required form in Part II, Required Proposal Forms and Part V, Fiscal Documents. Handwritten proposals will not be accepted. Incomplete proposals may be discarded.

3. The **only** attachments that are **required** and that will be accepted are:
   - **Part II of V**: Board List Attachment, Iran Divestment Certification, and Non- Responsibility Disclosure
   - **Part V OF V**: Financial Documents (Program Budget, Program Total M&O Budget Attachment, Personnel – Time/Payment Page, and Other Revenue Sources Page)
   - A copy of agency’s most recent **FULL** A-133 Audit or municipality’s most recent Certified Financial Statement
   - Applicable certificates of authority/incorporation/partnership/dba, etc.

B. **Electronic Forms Technical Issues:**
   Contact the Department of General Services at (845) 291-2792 or generalservices@orangecountygov.com prior to the proposal due date to explain and resolve the issue.

C. **Copies and Delivery Information**
   ONE ORIGINAL AND TWO COPIES OF THE PROPOSAL, INCLUDING COVER PAGE WITH ORIGINAL SIGNATURE, along with the rest of PART II, REQUIRED PROPOSAL FORMS, AND
D. Other Requirements

1. Proposers 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. Regardless of the propriety or legality of registration status, as a condition of contract, the Vendor shall agree to service of process as follows: In addition to the methods of service allowed by New York’s Civil Practice Law and Rules, Vendor consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be completed upon Vendor’s actual receipt of process, or upon the County’s receipt of the return by the United States Postal Service as refused or undeliverable. Vendor shall immediately notify the County, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by the County to the last known address shall be sufficient.

2. The County encourages submission of proposals by certified Minority- and Women-Owned Business Enterprises (MWBE).

3. A Non-Collusion Certification is included in this RFP. Proposers must complete and submit a signed original and the applicable number of copies with their proposal.

4. A Disclosure of Non-Responsibility Determination is included in this RFP. Proposers must complete and submit a signed original and the applicable number of copies with their proposal.

5. An Iran Divestment Act Certification included in this RFP. Proposers must complete and submit a signed original and the applicable number of copies with their proposal.

E. Supplier Forms are included in this RFP. Proposers awarded a contract that have not contracted with the County of Orange in the last twelve (12) months must submit completed and executed Supplier Forms prior to execution of a contract by the County.

F. Proposers awarded a contract will be required to complete Pay to Play forms, in the same form as the template found in Section 6 of this Part I of this RFP in the timeframe, if any, indicated in this RFP. For those contracts the law applies to, the law requires the County to run any contractor’s name and various names associated with such contractor, through a campaign donor database before the contract is awarded. As a result, you will need to supply particular information to the County relative to those personal or business relationships the contractor has. If you are selected by the County to contract with, Forms A, B and C will then be required with your signed contract.

G. Proposers awarded a contract agree to execute the contract in the same form as the template found in Section 7 of this Part I of this RFP in the timeframe, if any, indicated in this RFP.

2.2 Selection Criteria

A. Proposals will be reviewed by Youth Bureau staff using the following criteria:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>PERCENTAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Design</td>
<td>50%</td>
</tr>
</tbody>
</table>
B. With respect to Program Design, the County may consider factors including, but not limited to: program location; primary service or Life Area; innovation; geographic, demographic, and programmatic diversity across programs; and whether a program serves a rural, high poverty, and/or economically distressed areas.

C. With respect to Organizational Capability & Experience, the County may consider any information or records the Proposer submitted in its proposal or that the County has in its system of records in connection with previous business including but not limited to Program Reports, Expenditure Reports, Program Monitoring Tools, Audits, quality and timeliness of reporting, compliance with County or program policies. Past performance and other factors may also be used as a consideration in funding decisions.

D. Each proposal will be reviewed by Youth Bureau reviewers. Scores will be recorded and averaged. Once the process is complete, all raw scores will be considered final. Proposer scores and pertinent information will be charted and rank ordered by average score, from the highest scoring proposals to the lowest.

2.3 Competitive Recommendations/Funding
A. The ranked proposals and the completed scoring chart are then submitted to the Youth Bureau Proposal Review Committee for review and to determine which proposals will be submitted to the full Youth Advisory Board for competitive funding consideration and a vote.

B. There is a minimum of $5,000 and a maximum of $60,000 funding amount that can be requested. New programs will be considered a pilot program and should look to an average of $5,000 if awarded. Funding may be subject to an additional cap based on the total amount requested by all Proposers and the availability of funds. The County may also limit awards given to any organization and may only fund Continuation programs, based on availability of funds.

2.4 Additional Information, Interviews & Site Visits
The County may require any or all Proposers to present additional evidence of experience, ability and financial standing as well as a statement as to the materials, equipment or personnel which the Proposer will have available for the performance of this contract. The County reserves the right to interview, any or all Proposers and/or visit any or all Proposer’s sites during the evaluation of proposals by the Board Proposal Review Committee. If applicable, the County shall contact Proposers to arrange an interview the week of September 24, 2018 (which the County may require to be held at County offices) and/or a site visit of Proposer’s facilities at any time during the evaluation process. Proposers are reminded to include their best technical and price terms in their initial proposal and budget 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 budget page. The County may award the contract without interviews and/or site visits for any or all Proposers, if deemed to be within the best interests of the County.

SECTION THREE: PROPOSAL INSTRUCTIONS

3.1 General Information for Proposers
A. Proposals must be submitted to the Orange County Department of General Services by 4:00 PM on June 19, 2018. Cover Page with original signature, along with the rest of Part II, Required Proposal forms, and Part V, Fiscal Documents, and two copies MUST be received in hard copy. Late or handwritten submissions will NOT be accepted.

B. Proposers are advised to use the proposal instructions in conjunction with Part III of this RFP, the 2011-2016 Children and Family Services Plan (CFSP), and Part IV of this RFP, the 5003 Coding Document, to complete the proposal.
3.2 Instructions for completing Part II of this RFP - the Proposal (page numbers refer to the pagination in Part II of this RFP):

A. Cover Page (page 2)

- Enter all requested information. You MUST include email addresses and fax numbers where indicated. Per OCFS, the Fiscal Contact may OR may not be the same person who signs claims. Blank spaces will be considered INCOMPLETE.

B. Services, Opportunities, and Supports (SOS) (page 3) and Children and Family Services Plan (CFSP) Narrative (page 4)

1. SOS (page 3) – See Part IV, 5003 Coding Document
   - Check the Life Area(s) your proposed program most closely aligns to (only ONE).
   - Next to selected Life Area, check the appropriate Goal (one)
   - Next to selected Goal, check the appropriate Objective (one).
   - Next to selected Objective, check which Services, Opportunities, and Supports are the primary focus of your proposed program (maximum of ONE should be chosen).

2. CFSP (page 4) – See Part III, Children and Family Services Plan
   - Use quantitative and qualitative data to demonstrate the need in the Life Area(s) the proposed program will address; this includes statistical data. Cite data sources.
   - Describe who will be utilizing your proposed program and where they live and/or go to school; give other identifying characteristics, such as risk and protective factors.
   - Explain how your program will address Major Theme(s) and/or Strategies outlined in the CFSP. Link specific program activities to specific themes and/or strategies.

C. Program Offering Summary (page 5)

1. Background on Program Quality Assessment
   - The Orange County Youth Bureau uses the New York State Office of Children and Family Services Program Quality Assessment (PQA) to monitor and evaluate funded programs. How the PQA is used can be summarized as follows:
     - The PQA is designed for use by an individual or team to examine, discuss, and plan to improve the quality of their youth program. The Orange County Youth Bureau uses the PQA as part of its monitoring practice and encourages organizations to use internally as a low stakes tool to guide ongoing quality improvement discussions.
     - The PQA draws upon elements of the Youth Program Quality Assessment (Youth PQA), a validated instrument, developed by the Weikert Center for Youth Program Quality and is structured around the 8 Features of Positive Youth Development as identified by the National Research Council. The 8 Features are defined in the Agency Program Profile Form in Part II of this RFP.
     - The PQA consists of a set of score-able standards for best practices in afterschool programs, community organizations, schools, summer programs, and other places where youth have fun, work, and learn with adults. This instrument is meant for use as a program assessment. As such, methods recommended for scoring the tool are designed primarily to achieve adult learning ends for members who are reflecting on their own practice and planning for change. The PQA is part of a continuous process meant to improve program quality. Though rooted in youth development research, the PQA has not been subjected to evaluation for validation. For this reason, this tool is used with a low stakes accountability policy. The tool is structured with observational items listed at the top of the page, followed by Administrative Self Interview items, highlighted in gray.

   - Programs may have average scores in each of the 8 Features from 1-5, with one being the lowest and five being the highest. Once scored, the Youth Bureau will meet with program administrators and staff to review the Features, celebrate successes, develop a plan for program quality improvement, and reflect on staff training needs and opportunities. You can find the NYS PQA on our website at www.orangecountygov.com/youthbureau.
2. To complete the Program Offering Summary:
   - Complete Agency Contact Information;
   - How Well: Project your target New York State Office of Children and Family Services Program Quality Assessment (PQA) Score and/or briefly describe any other ways your organization measures, monitors, and promotes staff and program quality.
   - How Much: Enter projected number of participants served and demographic information. **You must maintain program records to report on this information on a quarterly and annual basis**
   - Target Population: Indicate the number of youth served within each of the target categories. **You must be able to show documentation that you are serving that particular population.**
   - Is Anybody Better Off?: Complete the four columns as outlined below:
     - In the first column, a maximum of three Participant Outcomes. Participant Outcomes are the expected change in knowledge, skills, attributes, or behaviors a participant will experience as a result of participating in your program. Example: Youth will increase leadership skills. **Unless you are running a drop-in program, attendance is NOT a Participant Outcome.**
     - In the second column, list specific activities that youth will participate in that will help them achieve outcomes, i.e. skill building sessions, community service activities, etc...
     - In the third column, project the number and percentage who will achieve expected outcomes. Example: 46 or 85% of youth will increase leadership skills.
     - In the fourth column describe the instruments that will be used to measure your outcomes. These tools collect information and may include behavior checklists, attitude questionnaire, pre-/post-tests, etc. Give a brief description to help clarify what the tool will measure. **Unless you are running a drop-in program, attendance is NOT a measurement tool.**

D. Agency Program Profile (page 6)
   - Provide a 100-word maximum summary of your Program in the box.

E. 8 Features of Positive Youth Development (pages 6-7)
   - For each of the 8 Features, give specific strategies, policies and procedures of proposed program that address and provide for that feature. The Features are processes or “active ingredients” that programs should use to facilitate positive youth development. Please refer to the list of website resources listed at the end of these instructions for further guidance.
   - For the Monitoring & Evaluation sections, explain how your organization will monitor and evaluate both the program and the staff. Refer to the definition of each Feature on the form to guide the development of your answer.

F. Program Logistics Summary (page 8)
   - Complete Agency and Program Information requested at top of form.
   - For each site, enter the Facility Name, Address, Program, Dates, Days, Times of Operation, Total number served at that site, average attendance expected per program session.

G. Personnel: Paid Staff and Paid Consultants and Volunteers (page 9)
• Complete each column including titles, who supervises that title, what qualifications/screenings are required, and what the specific job duties are for each title. Titles need to match those listed on the Budget Page and Personnel Time Payment Page in the Fiscal Documents (Part V of V).

H. Board of Directors (page 10)
• Complete this form, or attach a Board List, with all requested information. Blank spaces/missing information will render your proposal incomplete.

I. Budget, Budget Attachment, Personnel Time/Payment, and Other Revenue Sources [Part V of V]: ALL LEAD PROPOSERS AND SUBCONTRACTORS (if applicable) MUST COMPLETE PART V:

1. Complete the first Tab of the worksheet – Program Budget:
   • Complete every section that applies to the proposed program, even if you are not requesting Youth Bureau funds for each line. Use the first column to show totals for the proposed program. Use the second column to show Youth Bureau requested amount.
   • Personal Services: include all Position Titles relate to the proposed program. Titles need to match those listed on the Personnel: Paid Staff and Paid Consultants and Volunteers in (Part II of V, page 9.) Maintenance and Operations: if requesting M&O, complete second tab of worksheet.

2. Second Tab of the worksheet Budget Attachment (complete only if requesting M&O):
   • Use the first column to show program totals and the second to show Youth Bureau requested amount.

3. Third Tab of the worksheet Personnel Time Payment Page (complete only if positions are listed in the Personal Services portion of the Program Budget (Part V of V, Tab 1) and the Personnel: Paid Staff and Paid Consultants and Volunteers in (Part II of V, page 9)
   • For each paid position, position titles must be exactly the same as on the Program Budget Page (Part V of V, Tab 1) and the Personnel: Paid Staff and Paid Consultants and Volunteers (Part II of V, page 9)

4. Fourth Tab of the worksheet Other Revenue Sources (complete only if other funds, in addition to the funds requested from the Youth Bureau, are to be used towards the program.
   • Indicate other sources of funding that support the proposed program. Include amount requested from the Youth Bureau. The Total amount of funding should match your Total Program Amount on the Cover Page (Page 2) and the Program Budget (Part V of V, Tab 1).

K. Fiscal Capacity
• Proposer Agencies must attach their most recent A-133 Audit.

• Proposer Municipalities must attach their most recent Certified Financial Statements.

• Proposers must attach applicable certificates of authority, incorporation, partnership, dba, etc.

• Proposals received without the above required documents will be considered incomplete.

L. Certifications and Assurances
• Read complete, and provide original signature as indicated on Disclosure of Non-Responsibility Determinations and Iran Divestment Act Certification.

• If funds are to be awarded, signed Pay to Play forms will be required with the contract.
## SECTION FOUR: SCORING RUBRIC -SAMPLE-

<table>
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<th>Proposer Name:</th>
<th># Served:</th>
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<td>Program Name:</td>
<td>$ Request:</td>
</tr>
<tr>
<td>Cost per youth:</td>
<td></td>
</tr>
<tr>
<td>When does program operate (summer, school year, year-round)?</td>
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<tr>
<td>Community Served:</td>
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</table>

### Program Summary:

#### KEY PROPOSAL COMPONENTS

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<th>1-5</th>
<th>Comments</th>
</tr>
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<tbody>
<tr>
<td>1 original+2 copies of proposal were received.</td>
<td>(1 OR 5)</td>
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<tr>
<td>Proposals realistic and measurable outcomes.</td>
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<tr>
<td>Has appropriate monitoring procedures in place.</td>
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<tr>
<td>Has appropriate evaluation procedures in place.</td>
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<tr>
<td>Operates during out of school time hours and in accessible locations.</td>
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<tr>
<td>Adequate staffing at reasonable costs for proposed activities.</td>
<td></td>
</tr>
<tr>
<td>Has support, other than Youth Bureau funds, for the proposed program.</td>
<td>(1 or 5)</td>
</tr>
<tr>
<td>The budget includes detailed information and matches the staffing pattern and proposed activities.</td>
<td></td>
</tr>
<tr>
<td>Program costs + cost per youth for service are reasonable.</td>
<td></td>
</tr>
<tr>
<td>The proposal is clear, and concise.</td>
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</tbody>
</table>

| TOTAL SCORE (100 Max) | 0 |

### What are the strengths of the proposal?

### What are the weaknesses of the proposal?

### NOTES IF CURRENTLY FUNDED:
- Quarterly program reports are on time.
- Quarterly fiscal claims are on time.
- Has not been on fiscal hold for other reasons.
- Is meeting program outcomes as outlined in approved app.
- Participates in YB sponsored trainings, initiatives, mtgs.

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2019 Orange County Youth Bureau Competitive Grant Procurement
Part I of V
SECTION FIVE: PAY TO PAY -SAMPLE-

COUNTY OF ORANGE / Department of General Services

STEVENS M. NEUHAUS
County Executive

TO: Potential Contractors with Orange County, NY
FROM: James Burpee, Commissioner of General Services
DATE: June 19, 2017
RE: Orange County, New York's Pay-to-Play Law.

Thank you for your interest in contracting with Orange County, NY.

Please know that Orange County has enacted Local Law No. 13 of 2013, as amended, and known as 'Pay-to-Play', which prohibits the making of certain contracts with entities or persons which have made campaign contributions on or after January 1, 2014 above a certain level to County Legislators, the County Executive, the Sheriff, the District Attorney, or the County Clerk, if that contract must be approved or voted on by such individual.

Exemptions from the Pay-to-Play law:

1. Contracts that do not fall under the definition of contracts under the Law (e.g. licenses).
2. Contracts with a political subdivision of the state of New York, school districts or state or federal governments.
3. Contracts which are issued as:
   a. Project Labor Agreements;
   b. Contracts required to be awarded to the lowest bidder under New York State law;
   c. Early Intervention and/or Pre-School Special Education contracts required to be entered into pursuant to New York State law;
   d. Contracts between parents/legal guardians/or their designees and the County for transporting children to an Early Intervention and/or Pre-School Special Education provider;
   e. Procurements authorized by General Municipal Law §103(3) (purchase through another New York state county's contract);
   f. Procurements authorized by General Municipal Law §104 (purchases through the New York State Office of General Services);
   g. Procurements authorized by General Municipal Law §103(16) (piggyback contracts through other governmental entities);
   h. Contracts awarded to Preferred Sources as authorized by State Finance Law §162;
   i. Sole Source or Single Source provider contracts;
   j. Contracts awarded to a contractor of another unit of government, which is passing through funds of that other unit of government or acting on behalf of the other unit of government; or
   k. Emergency Contracts.
4. Any campaign donation made prior to January 1, 2014.

(Rev. 06/17)
For those contracts Pay-to-Play applies to, prior to awarding a contract, the law requires the County to run various names associated with your "Professional Business Entity" (as defined in Section 2(d) of the law), through a campaign donor database to confirm that campaign contributions from the Professional Business Entity were not in excess of those permitted by Pay-to-Play. To accomplish this, you will need to supply particular information to the County relative to your Professional Business Entity.

Please return FORM A with your quote/bid/proposal/qualifications/application/etc.. This is the form which discloses information about your Professional Business Entity. Please know that if a disqualifying campaign contribution was made, that can be cured by requesting, and receiving, a return of the excess contribution within thirty (30) days of the date of the request.

If you are awarded a contract, please sign and return with your signed contract. FORM B – a Campaign Contribution Statement.

Should you desire a copy of the Pay-to-Play Local Law, please call the Department of General Services at (845) 291-2792 or visit http://orangecountygov.com/content/124/1332/1392/default.aspx.

(Rev. 06/17)
FORM A

TO BE RETURNED WITH QUOTE/PROPOSAL/QUALIFICATIONS/APPLICATION/ETC.

The Orange County Pay-to-Play Law applies to Professional Business Entities who contract with Orange County, except:

1. Contracts that do not fall under the definition of contracts under the Law (e.g., licenses).
2. Contracts with a political subdivision of the state of New York, school districts or state or federal governments.
3. Contracts which are issued as:
   a. Project Labor Agreements;
   b. Contracts required to be awarded to the lowest bidder under New York State law;
   c. Early Intervention and/or Pre-School Special Education contracts required to be entered into pursuant to New York State law;
   d. Contracts between parents/legal guardians/or their designees and the County for transporting children to an Early Intervention and/or Pre-School Special Education provider;
   e. Procurements authorized by General Municipal Law §103(3) (purchase through another New York state county’s contract);
   f. Procurements authorized by General Municipal Law §104 (purchases through the New York State Office of General Services);
   g. Procurements authorized by General Municipal Law §103(16) (piggyback contracts through other governmental entities);
   h. Contracts awarded to Preferred Sources as authorized by State Finance Law §162;
   i. Sole Source or Single Source provider contracts;
   j. Contracts awarded to a contractor of another unit of government, which is passing through funds of that other unit of government or acting on behalf of the other unit of government; or
   k. Emergency Contracts.
4. Any campaign donation made prior to January 1, 2014.

The definition of Professional Business Entity under the law is: “an individual, person, firm, corporation, professional corporation, partnership, organization, union, or association in the rendering of any work contracted through the County. The definition of a Professional Business Entity includes all principals who own 10% or more of the equity in the corporation or business trust, partners, officers in the aggregate, as well as any subsidiaries directly controlled by the Professional Business Entity. The term Professional Business Entity does not include a political subdivision of the state of New York (i.e., municipalities), school districts, state and/or federal governments.”

SAMPLE

(Rev. 06/17)

FORM A - PAGE 1
Please provide the following information AS APPLICABLE to your Professional Business Entity. Please attach additional pages as necessary and note the attachment in the response below:

1. The name and business address of your Professional Business Entity (if your business is a partnership, limited liability partnership or joint venture, please list all partners and Entity names and addresses):

2. If your entity is a Corporation or Business Trust, list the names and addresses of owners of 10% or more of the equity:

3. If your Entity is a Corporation, Professional Corporation, Limited Liability Company or Business Trust, list all officers’ names and addresses (include for each Entity in a joint venture):

4. The name(s) and address(es) of any subsidiary directly controlled by your Professional Business Entity are:

---

**SAMPLE**

________________________________________  ________________________
Signature  

________________________________________  ________________________
Date  

________________________________________  ________________________
Print Name  

Title  

[Rev. 06/17]  

FORM A - PAGE 2
FORM B - CAMPAIGN CONTRIBUTIONS STATEMENT

MUST BE SUBMITTED PRIOR TO EXECUTION OF A CONTRACT BY THE COUNTY.

This sworn (or affirmed) statement is made under penalty of perjury.

SAMPLE

______________________________ being duly sworn, deposes and says:
(Print Signatory's Name)

1. I am making this affidavit as part of the contractual obligation between the Professional Business Entity (as defined by Section 2(d) of the Orange County, New York “Pay-to-Play” local law) identified below, and the County of Orange New York (“County”).

2. I acknowledge that I am signing this affidavit on behalf of the Professional Business Entity identified below.

3. I understand that this is an affidavit sworn to under penalty of perjury and, if false, may lead to criminal and/or civil action against me and/or the Professional Business Entity.

4. I am familiar with the County’s Orange County, New York Pay-to-Play Local Law (the ”Law”), which has been made available to me.

5. With the except of campaign contributions made prior to January 1, 2014, the Professional Business Entity identified herein has not knowingly made a campaign contribution in violation of the Law during the four (4) years preceding the date of execution of this statement, and has not made or solicited contributions through intermediaries, third parties, or immediate relatives for the purpose of concealing the source of the contribution during that same four (4) year period.

6. I am duly authorized to certify, under penalty of perjury, on behalf of the Professional Business Entity that the Professional Business Entity:

   (i) has not knowingly made a contribution in violation of the Law during the four (4) years preceding the date of this certification (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law); and,

   (ii) has not made or solicited contributions through intermediaries, third parties, or immediate relatives for the purpose of concealing the source of the contribution during that same four (4) year time period (excluding contributions made prior to January 1, 2014 per the exemption in Section 4 of the Law).

7. I understand that any Professional Business Entity that submits a false Contribution Statement to the County will have its contract with the County declared null and void and will be disqualified from being awarded any contract with the County for a period of four (4) years from the date of filing of the false sworn Contributions Statement and the matter shall be referred to the District Attorney for prosecution.

8. I acknowledge and agree, on behalf of the Professional Business Entity submitting this Form, that the Professional Business Entity has a continuing duty to report any violation of the Law that may occur during the solicitation process, negotiation, or duration of a contract.

(Rev. 06/17)
9. I understand that any Professional Business Entity which violates Section 3 of the Law shall be in material breach of the terms of the contract, that the contract may be terminated, and the County Attorney shall seek damages against the Professional Business Entity as provided for in the contract.

10. I understand that any Professional Business Entity who violates Section 3 of the Law shall be disqualified from eligibility for submission of proposals, bids, quotes or applications for future contracts for a period of four (4) calendar years from the date of such violation.

11. By executing this certification, the Professional Business Entity agrees that, per Section 10 of the Law, the 'regulatory and penalty provisions' of the Law are incorporated by reference into its contract with the County.

---

SAMPLE

Print Name of Professional Business Entity

Signature

Date

Print Name

Title

STATE OF __________________________

SS:

COUNTY OF __________________________

The undersigned issued an oath or affirmation to the above signed wherein the above signed solemnly swore that the contents of this affidavit subscribed by such person are true and correct or alternatively that such person solemnly, sincerely and truly declared and affirmed that the statements made by the above signed are true and correct.

Notary Public

My Commission Expires

Date

(Rev. 06/17) FORM B - PAGE 2
SECTION SIX: CONTRACT -SAMPLE-

Orange County Youth Bureau Funding Agreement

WHEREAS, the Agency is capable of providing a program: Program Description)

, hereinafter called the “Program;”

And

WHEREAS, the Youth Bureau and the Orange County Legislature, by Resolution Number ___ of 20__, has approved the Program as conforming with the plan and purposes of the Youth Bureau.

NOW, THEREFORE, it is mutually agreed as follows:

1. TERM OF AGREEMENT

The term of this Agreement is January 1, 20__ to December 31, 20__.

2. PROGRAM FUNDING

A. County will provide Agency Program funding in the following amount(s) and from the source(s), as applicable:

   New York State Youth Development Program Funding $________
   New York State Runaway & Homeless Youth Assistance Funding $________
   County of Orange Solutions Grant Funding $________

   (hereinafter referred to as the “Funding”)

B. Payment of the Funding shall be made in accordance with this Agreement and in installments established by the Youth Bureau Director and further agreed upon by Agency as set forth in Section 8 of this Agreement.

3. STATE AID REQUIREMENTS

[□] This Section of the Agreement is applicable only if this box is checked. That pursuant to the provisions of Article 19-A of the Executive Law, Orange County, through its Youth Bureau, will apply for State Aid equal to the budgeted amount for this program as stated in OCFS Form 3105 Project
Application. The parties hereto agree that the New York State Funding shall be contingent upon the approval and funding by the Office of Children & Family Services (“OCFS”). OCFS approval shall specifically signify that State Aid is available to County for the purposes of this Agreement and further, that the applicable Funding is included in the annual New York State Budget covering the period of this Agreement. Agency further agrees that, in the event County ever over-pays Agency or in any way disburses funds to which Agency is not entitled, Agency agrees to return such monies to County within thirty (30) days of notification by County.

4. EXECUTORY AGREEMENT

A. The parties hereto clearly understand and agree that all sums to be paid to Agency by County hereunder are conditional. County shall have no liability under this Agreement to Agency or to anyone else beyond funds appropriated and available for this Agreement.

B. It is fully agreed upon that County hereby expressly reserves the right, at any time, to reduce Funding to such an extent as the State of New York and/or the Orange County Legislature reduces Funding, as may be applicable to the Funding source.

5. EVALUATIONS

A. The Youth Bureau will advise Agency regarding the Program and as indicated in the project application for the Program annexed in the attached and incorporated Exhibit “A”. The Youth Bureau will be permitted to conduct thorough evaluations of any and all activities to be funded by this Agreement.

B. That if, after thorough program evaluation, it is the determination of the Youth Bureau that the Program is not operating in an effective and desirable manner, this Agreement may be terminated by County. In such case, termination of funds will occur after 30 days written notice from County to Agency Director and Agency Board Chairperson.

6. BUDGET REQUIREMENTS

The anticipated budget of Agency to operate the Program has been clearly and acceptably outlined on the Funding summary in the project application for the Program and any deviation from the proposed budget or the Funding summary shall require the written consent of both parties. In the event that Agency deviates from the proposed budget or the Funding summary without written consent of the Youth Bureau, County may terminate this Agreement.

7. AGENCY FISCAL RESPONSIBILITIES

Agency agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Agency will supply all necessary supervision, direction and bookkeeping services essential to comply with the claims and billing procedures required by Orange County and by OCFS, as applicable to the Funding source, to include documentation of each transaction, expenditure and unexpended funds including the maintenance of separate and complete fiscal accounts at a minimum as generally outlined in this Agreement including, but not limited to Sections 8, 21, 22 and the attached and incorporated Exhibit “B”. In the event that Agency is provided inaccurate or false documentation or verification of all expenditures agreed upon in the budget, the funds related to the inaccurate, false or unverified claims must be disgorged and remitted to County. Agency further agrees that any failure on its part to comply with the procedural requirements as set forth above will be automatic grounds for termination of this Agreement without further cause, hearing or judicial proceedings.
8. REIMBURSEMENT

A. The parties agree that this is a cost-reimbursable Agreement and County shall make reimbursement to Agency monthly, no later than quarterly, only after receiving from Agency vouchers and other appropriate documentation as may be required by County and by OCFS, as applicable to the Funding source, except that, subject to approval by OCFS, as applicable to the Funding source, County, in its discretion, may make advances of not more than the maximum reimbursable sum to Agency pursuant to agreement between the parties.

B. [ ] This subsection of the Agreement is applicable only if this box is checked. Agency shall provide “proof of payment” to County in the amount of [dollars ($00.00)] as Agency’s matching contribution towards operating and maintaining the program, the “proof of payment” is to be provided to County monthly, no later than quarterly. Agency represents that its matching contribution is not made up of funds received from Federal or State funds with the exception of Federal Revenue Sharing Funds.

9. STAFFING AND PARTICIPATION

Agency agrees to provide necessary staff and/or resources for participation, and to participate in pertinent special events which may be operated or sponsored by the Youth Bureau during the Program term.

10. LICENSING AND PERMITS

Agency hereby agrees that it will obtain, at its own expense, all licenses or permits necessary for the Program, if any are necessary prior to the commencement of the Program and forward a copy of any such license or permit and any and all updates to and renewals thereof to the Youth Bureau.

11. COMPLIANCE

Agency warrants and represents that it will comply in all respects with all Federal, State, and Local laws and regulations, policies and guidance which pertain to the Program and this Agreement including, but not limited to, those listed in the attached and incorporated Exhibits “C” and “D” as well as all applicable policies and rules that may, from time to time, be promulgated by the Youth Bureau and/or OCFS, as applicable to the Funding source, including its obligation to record in an orderly manner and report specific client information as required by County and/or by OCFS, as applicable to the Funding source.

12. BUILDINGS AND GROUNDS

Agency shall ensure that all grounds, structures, buildings and furnishings at all Program sites are maintained in good repair and free from dangerous defects at all times; and that all grounds, structures, buildings and furnishings comply with all applicable laws, rules and regulations governing their use including, but not limited to: zoning, building, health, safety and fire codes.

13. STATE FINANCE LAW COMPLIANCE

For Program Funding from New York State, if any, Agency agrees to the provision of Sections 139-A and 139-B of the New York State Finance Law relating to waivers of immunity.
14. PROCUREMENT OF AGREEMENT

A. Agency represents and warrants that no person or selling agency has been employed or retained by Agency to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Agency further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Agency makes such representations and warranties to induce County to enter into this Agreement and County relies upon such representations and warranties in the execution hereof.

B. For a breach or violation of these representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Agency shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County for such falsity or breach, nor shall it constitute a waiver of County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

15. PAY-TO-PLAY

Pursuant to Section 10 of the County of Orange "Pay-to-Play Local Law", the regulatory and penalty provisions of this law are incorporated by reference. A copy of the law may be requested from County's Department of General Services.

16. CONFLICT OF INTEREST

A. Agency agrees that no current officers, directors, or incorporators of Agency shall be hired or retained by Agency to fill any staff position or perform any service required under this Agreement, and that parents, spouses, siblings, and children of current officers, directors, or incorporators will not be employees paid from these funds without prior written approval of the County Executive and the Youth Bureau's Director.

B. Agency represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance of this Agreement. Agency further represents and warrants that no person having such conflict of interest or possible conflict of interest shall be employed or contracted by it unless such person:

   i. if required by the Orange County Local Ethics Law ("Local Ethics Law"), as may be amended, to submit a Disclosure Form to the Orange County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement; or

   ii. if not required to complete and submit such a disclosure form, must either voluntarily complete and submit a Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

C. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Agency shall not make claim to, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of County's right to claim damages, or otherwise refuse payment, or to take any other action provided for by law, in equity or, pursuant to this Agreement.
D. The foregoing provisions shall not limit County's rights under the Local Ethics Law with regard to civil penalties or criminal prosecution with respect to County Officer or Employee as defined in the Local Ethics Law.

17. CURRENT OR FORMER COUNTY EMPLOYEES

A. Agency represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that Agency has or may have with County without the express written permission of County. This limitation period covers the preceding three (3) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with County.

B. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Agency shall not make claim to or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of County’s right to claim damages, or otherwise refuse payment, or to take any other action provided by law, in equity, or pursuant to this Agreement.

18. INDEPENDENT CONTRACTOR

A. In performing this Agreement, Agency shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of County. As an independent contractor, Agency shall be solely responsible for determining the means and methods of the Program and shall have complete charge and responsibility for Agency’s personnel engaged in the performance of the same.

B. In accordance with its status as independent contractor, Agency covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of County, or of any department, agency or unit thereof, and that they will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of County including, but not limited to, Worker’s Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

19. ASSIGNMENT AND SUBCONTRACTING

A. Pursuant to General Municipal Law §109, Agency shall not assign, transfer, convey, sublet or otherwise dispose of any of its rights, title or interests in this Agreement, or its power to execute this Agreement, without the prior express written consent of the County Executive, or his or her designee. If Agency assigns, transfers, conveys, sublets or otherwise disposes of its rights, title or interests in this Agreement, or its power to execute it, without such consent, County shall revoke and annul this Agreement and County shall be discharged from any and all liability and obligations growing out of this Agreement to Agency and any party to which such assignment, transfer, conveyance, sublet or other disposition was purportedly made. Agency shall also forfeit and lose all moneys heretofore earned under this Agreement, except so much as may be required to pays its employees performing under this Agreement. The provisions of this clause shall not hinder, prevent, or affect any assignment by Agency for the benefit of its creditors made pursuant to the laws of the State of New York.
B. This Agreement may be assigned by County to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

20. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION

A. Identification Number(s). For granting, renewing, amending, supplementing or restating the license of any person, and for every invoice or other claim for payment submitted to County by an Agency under a contract to purchase goods or services or any lease of real or personal property, the application, invoice or claim must include Agency's payee identification number. This number is any or all of the following:

i. the payee’s Federal employer identification number;

ii. the payee’s Federal social security number, and/or

iii. the payee’s Agency Identification Number assigned by County, if any.

Failure to include such number(s), as required by County, may delay payment. Where Agency does not have such number(s), on its invoice or other claim for payment, Agency must give the reason or reasons why it does not have a payee number(s).

B. Privacy Notification.

i. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in New York State Tax Law §5. Disclosure of this information by Agency, seller or lessor to County is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

ii. The personal information is requested by County and may be forwarded to the New York State Commissioner of Taxation and Finance upon request of that Commissioner, pursuant to New York State Tax Law §5(3).

21. RECORDKEEPING

Agency agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

22. RETENTION OF RECORDS

Agency agrees to retain all paper and electronic invoices, payment receipts, books, records and other data and documents relevant to this Agreement ("Records") for six (6) years after the final payment or termination of this Agreement, whichever later occurs, unless longer retention period is required by state or federal law or regulation. County, or any State and/or Federal auditors, and any other persons duly authorized by County, shall have full access and the right to examine any Records during the term of the Agreement and the retention period.
23. AUDIT

All Records as defined in Section 22 of this Agreement and accounts upon which the Records are based are subject to inspection, review and audit by County, the State of New York, the federal government, and/or other persons or entities duly authorized by County. Agency, upon request, shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required for evaluation of the reasonableness of the charges. Such audits may include examination and review of the source and application of all funds relevant to the performance of the Scope of Work, whether from County, New York State, the federal government, private sources or otherwise. Agency shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

24. INSURANCE

A. For the performance of services under this Agreement, as may be amended, Agency shall obtain and maintain, in full force and effect during the term of this Agreement, and any renewal or modification thereof, at its expense, insurance coverage of the types and at least in the minimum amounts listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers with an A.M. Best rating of A- or better and satisfactory to County, who have been fully informed as to the nature of the services to be performed and any modifications thereto. Additional coverage types or limits may be required by County if any policy contains a contractual liability exclusion.

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<th>Type of Coverage</th>
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<tr>
<td>Worker’s Compensation</td>
<td>Statutory</td>
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<td>Disability</td>
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<td>Automobile Liability</td>
<td>$1,000,000 aggregate</td>
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<td>(Including Bodily Injury &amp; Property Damage)</td>
<td>$1,000,000 each occurrence</td>
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<tr>
<td>Comprehensive General Liability (Including Contractual Liability, Bodily Injury &amp; Property Damage)</td>
<td>$1,000,000 aggregate</td>
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<td>$1,000,000 each occurrence</td>
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<tr>
<td>Professional Liability (If commercially available for your profession)</td>
<td>$1,000,000 aggregate</td>
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<td>$1,000,000 each claim</td>
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B. Except for Worker’s Compensation, Disability and Professional liability, County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Agency and not those of County.

C. Notwithstanding anything to the contrary in this Agreement, Agency irrevocably waives all claims against County for all losses, damages, claims or expenses resulting from risks commercially
insurable under this insurance described in this Section 24. The provisions of insurance by Agency shall not in any way limit Agency’s liability under this Agreement.

D. Each policy of insurance shall contain clauses to the effect that:

i. such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of County;

ii. it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to County, directed to County’s Risk Management Division and the Youth Bureau Director; and

iii. County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Agency.

E. To the extent it is commercially available, each policy of insurance shall be provided on an “occurrence” basis. If any insurance is not so commercially available on an “occurrence” basis, it shall be provided on a “claims made” basis, and all such “claims made” policies shall provide that:

i. Policy retroactive dates coincide with or precede Agency’s start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

ii. If the insurance is terminated for any reason and/or following final payment, Agency shall maintain an extended reporting provision and/or similar insurance for the period of performance plus six (6) years from the date of such termination and/or final payment.

iii. Immediate notice shall be given to County through the Youth Bureau Director and County’s Risk Management Division of circumstances or incidents that might give rise to future claims with respect to the services performed under this Agreement.

F. Agency shall provide County with certificates of insurance evidencing Agency’s compliance with these requirements prior to execution of the Agreement by County and shall provide updated certificates within two (2) business days of receipt by Agency during the term and any renewals or modifications thereof.

25. INDEMNIFICATION

A. Agency shall indemnify, defend and hold harmless County, its officers, employees, contractors, agents and other representatives from and against all claims, liabilities, expenses, costs, losses, damages and causes of action (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), arising out of, directly or indirectly, Agency’s and/or its officers, employees, partners, agents, subcontractors or other representatives performance of this Agreement.

B. Without limiting the foregoing, Agency specifically agrees to defend, indemnify and hold County harmless against claims, including claims by Agency’s customers and/or subcontractors, based on infringement of copyright, patent, trade secret, trademark, libel, slander, or invasion of privacy, arising out of Agency’s its officers, employees, partners, agents, subcontractors or other representatives’ performance under this Agreement.

C. In the event that any claim is made or any action is brought against County arising out of or in connection with or otherwise relating to the Agreement either within or without the scope of
Agency’s duty, obligations or applicable industry standards, or any respective officer’s employee’s, subcontractor’s, assignee’s, or other representative’s duties or obligations; then County shall have the right to withhold further payments hereunder, for the purpose of set-off, in sufficient sums to cover the claims, liabilities, expenses, losses, damages or actions. The rights and remedies of County provide for in this Section 30 shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity or pursuant to this Agreement.

26. PROTECTION OF COUNTY PROPERTY
   A. Agency assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by County, and caused, either directly or indirectly by the acts, omissions or lack of good faith of Agency, its officers, employees, partners, agents, subcontractors or other representatives.
   
   B. Agency agrees to defend, indemnify and hold County harmless from any and all claims, liabilities, expenses, losses, costs, damages and causes of action (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) arising out of any loss, damage (except for normal wear and tear), or destruction of County property.
   
   C. In the event that any County property is lost, damaged (except for normal wear and tear), or destroyed, then County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

27. NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITIES
   A. To the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Agency will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status.
   
   B. Furthermore, in accordance with Section 220-e of the New York State Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Agency agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin:
      i. discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or
      ii. discriminate against or intimidate any employee hired for the performance of work under this contract.

   C. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Agency agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability:
      i. discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or
      ii. discriminate against or intimidate any employee hired for the performance of work under this contract.
D. Agency is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

E. If this Agreement involves the sale or rental of property, Agency specifically agrees to abide by all applicable provisions of federal and state laws and regulations, as applicable to sale or rental of the property. With respect to any sale of the property and selection and treatment of tenants, Agency shall not in any manner discriminate on the basis of race, color, religion, sex (including gender identity or expression), familial status, national origin, disability, age, sexual orientation, military status or marital status.

28. SECULAR PURPOSE

A. Agency agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion.

B. Additionally, Agency agrees that if it is, or is deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes which is supervised or controlled by, or in connection with, a religious or denominational institution or organization, in providing services pursuant to this Agreement it will:

   i. not discriminate against any employee or applicant for employment on the basis of religion, and will not limit or give preference in employment to persons on the basis of religion;

   ii. not discriminate against any individual or entity, seeking to participate or participating in any program or activity of this Agreement and will not limit the programs and activities or give preference to persons, on the basis of religion; and

   iii. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of services or the use of facilities or furnishings funded in whole or in part under this Agreement or any other Agreement with County.

29. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

A. Agency certifies and warrants that all wood products to be used under this Agreement, if any, will be in accordance with, but not limited to, the specifications and provisions of New York State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation.

B. In addition, when any portion of this Agreement involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Agency will indicate and certify in the submitted bid or proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in State Finance Law §165.

C. Any use of tropical hardwood must meet with the exception requirements of State Finance Law §165(2)(d)(iii), as established by Agency and upon the approval of County; otherwise, the bid or proposal may not be considered responsive.
30. **COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH NOTIFICATION ACT**

Agency shall comply with the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208, both as may be amended).

31. **COMPLIANCE WITH EXECUTIVE ORDER 38**

Agency is and shall remain in compliance with New York State Executive Order 38 of 2013, as may be amended. More information may be be found here: [http://www.executiveorder38.ny.gov/](http://www.executiveorder38.ny.gov/).

32. **COMPLIANCE WITH PROCUREMENT LOBBYING LAWS**

To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, Agency certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or incomplete, County may terminate this Agreement by providing written notification to Agency in accordance with the terms of this Agreement.

33. **COMPLIANCE WITH IRAN DIVESTMENT ACT**

A. Agency certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: [http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf](http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf).

B. Agency further certifies that in the performance of this Agreement, it will not utilize any subcontractor that is identified on the Prohibited Entities List. Agency agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Agreement is renewed or extended. Agency also agrees that any proposed Assignee of this Agreement will be required to certify that it is not on the Prohibited Entities List before the assignment will be approved by County.

C. During the term of the Agreement, should County receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, County will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Iran Divestment Act (State Finance Law §165-a) within ninety (90) days after the determination of such violation, then County agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring Agency in default.

D. County reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, 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.

34. **FORCE MAJEURE**

Other than the strike, lockout, labor strife or troubles of Agency or Agency’s subcontractors or suppliers; if the performance of either party is prevented, hindered, delayed or otherwise made impossible by reason of: war; blockade; revolution; insurrection; civil commotion; riot; mobilization; act of God; plague or other epidemic; fire; flood; obstruction of navigable waters by ice or other obstruction at any port; acts of the public enemy; any unforeseeable material or transportation or utility shortage or curtailment; governmental order, decree or
regulation; then each party suffering from such condition may be excused from performance during the continuance of any such condition and for so long as such condition shall prevent, hinder or delay performance. However, in the event the condition shall continue longer than one (1) year in duration, or earlier upon Agreement of the parties, and provided that neither party has performed, the parties may be fully excused from performing their obligations hereunder. If one party has performed even partially, that party must be made whole as the situation dictates.

35. **TERMINATION**

   A. County may, by ten (10) days written notice to Agency, terminate this Agreement in whole or in part at any time:

      i. for County’s convenience;

      ii. upon the failure of Agency to comply with any of the term(s) or condition(s) of this Agreement; or

      iii. upon Agency becoming insolvent or bankrupt.

   B. Upon termination of this Agreement, Agency shall comply with any and all County closeout procedures, including, but not limited to:

      i. Accounting for and refunding to County within thirty (30) days, any unexpended funds which have been paid to Agency pursuant to this Agreement; and

      ii. Furnishing within thirty (30) days an inventory to County of all equipment, appurtenances and property purchased by Agency through or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.

   C. In the event County terminates this Agreement in whole or in part, County may procure, upon such terms and in such manner as deemed appropriate, goods and/or services similar to those so terminated, and Agency shall continue the performance of this Agreement to the extent not terminated hereby.

   D. If this Agreement is terminated in whole or in part for other than the convenience of County, any goods and/or services procured by County to complete the performance of this Agreement shall be charged to Agency and/or set off against any sums due Agency.

   E. Notwithstanding any other provision of this Agreement, Agency shall not be relieved of liability to County for damages sustained by County by virtue of Agency’s breach of the Agreement or failure to perform in accordance with applicable standards. County may withhold payments to Agency for the purposes of set-off until such time as the exact amount of damages due to County from Agency is determined.

   F. The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity or pursuant to this Agreement.

36. **GENERAL RELEASE**

The acceptance by Agency or its assignees of the final payment under this Agreement, (whether based on invoice, judgment of any court of competent jurisdiction, administrative or any other means) shall constitute and operate as a general release to County from any and all claims of Agency arising out of the performance of this Agreement.
37. **SET-OFF**

A. County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, County’s right to withhold for the purposes of set-off any monies otherwise due to Agency:

i. under this Agreement;

ii. under any other agreement or contract with County, including any agreement or contract for a term commencing prior to or after the term of this Agreement; or

iii. from County by operation of law.

B. County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

38. **GOVERNING LAW**

This Agreement shall be construed and governed by the laws of the State of New York without giving effect to its conflicts of laws principles. Agency shall render performance under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time each aspect of the performance is rendered.

39. **NO ARBITRATION**

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

40. **BUSINESS AUTHORIZATION AND REGISTRATION; SERVICE OF PROCESS**

A. Agency shall be properly authorized and registered to do business as required by the laws of the State of New York applicable to Agency’s business entity type.

B. Regardless of the propriety or legality of registration status, as a condition of contract, Agency agrees to service of process as follows: In addition to the methods of service allowed by New York’s Civil Practice Law and Rules, Agency consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be completed upon Agency’s actual receipt of process, or upon County’s receipt of the return by the United States Postal Service as refused or undeliverable. Agency shall immediately notify County, in writing, via registered or certified mail, return receipt requested, of each change of address to which service of process can be made. Service by County to the last known address shall be sufficient.

41. **NOTICE**

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

i. via certified or registered United States mail, return receipt requested;

ii. by facsimile transmission;
iii. by personal delivery;
iv. by expedited delivery service; or
v. by email.

B. Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

County
Name: Rachel Wilson
Title: Executive Director
Address: Orange County Youth Bureau, 18 Seward Ave., Middletown, N.Y. 10940
Phone Number: 845-615-3620
Fax Number: 845-346-1170
Email Address: rwilson@orangecountygov.com

Agency
Name: 
Title: 
Address: 
Phone Number: Fax Number:
Email Address:

C. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

D. The parties may, from time to time, specify any new or different address in the United States as their address for purposes of receiving notice under this Agreement by giving ten (10) calendar days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

42. SURVIVAL

The rights and obligations under Sections 7, 8, 11, 13, 17, 18, 19, 21, 22, 23, 24, 25, 26, 30, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 shall survive the termination of this Agreement.

43. MODIFICATION

A. No modification(s) of this Agreement shall be valid unless reduced to writing and signed by both parties. Changes in the scope of this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any additional scope of work, the County Executive, or his or her designee, after consultation with the Department Head, executes a modification to this Agreement, which specifically sets forth the additional scope of work; the amount of compensation; and the extension of the time for performance, all as may be applicable to the change in scope, at County's discretion.

B. Unless otherwise specifically provided for in the modification(s), the provisions of this Agreement shall remain in full force and effect and applicable to the modified scope.
44. BINDING

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, once approved as per the terms and conditions of this Agreement.

45. SEVERABILITY

If any part, term or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provisions, but the reminder of this Agreement shall be interpreted so as to carry out the intent of the parties in an equitable manner.

46. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof, and supersedes all prior representations, agreements and understandings, written or oral.

COUNTY OF ORANGE

________________________________
Stefan ("Steven") M. Neuhaus
County Executive

NAME OF VENDOR

________________________________
Name:

Title:

DATE __________________________  DATE __________________________
EXHIBIT "A"

a) Exhibit A shall include the following documents which are attached and incorporated into this Agreement:

1. Addendum to the RFP issued on (if any)

3. Orange County Youth Bureau's 20__ Request for Proposals for funding available from New York State Office of Children and Family Services Youth Development Program (YDP), Runaway & Homeless Shelter Part I (RHYA), Orange County Solutions Grants (S) issued on August 15, 2013 ("RFP")

4. Agency's completed Parts II and V of the RFP and, if Agency has any subcontractor(s), Part V completed by Agency's subcontractor(s) ("Agency's Proposal")

b) Nothing contained in the Agency's Proposal shall constitute a waiver to any other requirement of the Agreement or the RFP, as modified by the Addendum (if any). In the event of any conflict or inconsistency between the Agreement itself and any other requirement in the attachments listed above, the conflict shall be resolved by giving precedence to the documents listed in the order above, with the earlier listed controlling over the latter, however, the most recent version of the Agreement, as may be amended, will ultimately be controlling.
EXHIBIT "B"

1. **Cash Receipts**

Record which details source and amount of each deposit needs to be kept on file. All checks and monies received must be deposited in a timely manner.

2. **Cash Disbursements**

All expenditures must be made by check with NO check made payable to cash or petty case. All checks must be made to the vendor involved. A cash disbursement record must be maintained showing each check number, amount and categorized as to expense, for example: payroll, (gross, each deduction, net), telephone, travel, taxes, supplies, foods, etc.

No bills may be paid unless accompanied by a receipt. Each receipt must show date received, and the vendor selling the goods or rendering the service, with address and signature of the vendor.

3. **Travel Expenses**

Travel will not be reimbursable for outside the County except where prior approval by the Director of the Youth Bureau.
EXHIBIT "C"

Legal Assurances

By executing this Agreement, Agency certifies that it is in compliance with the following Legal Assurances as set forth in the New York State Office of Children and Family Services, Local Commissioners Memorandum, 11-OCFS-LCM-10 ("LCM"). If there is any inconsistency between the assurances set forth below and those listed in the LCM, as may be modified, the LCD shall control.

A. Agency shall operate in full conformance with applicable federal, state, and local fire, health, safety and sanitation, and other standards prescribed in law or regulations. Where County is required to provide licensure for provision of services, Agency shall obtain and keep current such required license(s).

B. Agency shall operate each program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons who are handicapped to the extent required by law.

C. Benefits and services available are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964 (as amended).

D. The activities covered serve only those individuals and groups eligible under the provisions of the applicable state and federal statutes.

E. There is in operation a system of fair hearings and grievances under which applicants for or recipients of services and care may appeal denial, exclusion, reduction, termination, or choice of services/care; mandatory nature of service/care; or failure to take timely action upon an application for services/care.

F. Adequate and timely notice is provided to applicants for and recipients of services and care as required NY 18 NYCRR 407.5(h) (2) (I).

G. Title XX-funded services are available to eligible individuals in every geographic area within County’s Social Services District. Where different services are made available to a specific category of individuals in different geographic areas, services are available to all eligible individuals in that category who reside in that area.
EXHIBIT "D"

Exhibit "D" is comprised of the attached and incorporated New York State Office of General Services Appendix A Standard Clauses for New York State Contracts.