

**INVITATION TO SUBMIT PROPOSALS
FOR THE PROVISION OF
EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM**

**WESTCHESTER COUNTY
DEPARTMENT OF SENIOR PROGRAMS AND SERVICES
9 SOUTH FIRST AVENUE 10th FLOOR
MOUNT VERNON, NEW YORK 10550
January 26, 2010**

PROPOSAL DUE DATE: February 11, 2010

Interested parties may obtain the complete RFP, including application, from the Westchester County website for Requests for Proposals at www.westchestergov.com/rfp.

Please send two (2) original copies of your proposal to:

Meleita Jones, Program Administrator
Westchester County Department of Senior Programs and Services
9 South First Avenue 10th Floor
Mount Vernon, New York 10550
(914) 813-6420 e-mail: mmf2@westchestergov.com

Proposals must be received **no later than 3:00 p.m. on Thursday February 11, 2010**

Please be advised that all matters concerning this RFP, from the date of issuance until the contract awards are made, are to be directed in writing to the above indicated person.

REQUEST FOR PROPOSALS

WESTCHESTER COUNTY DEPARTMENT OF SENIOR PROGRAMS AND SERVICES EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM

I. INTRODUCTION

The Westchester County Department of Senior Programs and Services ("Department") invites proposals from qualified agencies ("Proposers") to provide personal care services to frail elderly persons 60 years or older, residing in Westchester County, for a 12 month period with Proposer providing 10% matching funds. Proposals are due **no later than 3:00 p.m. on Thursday February 11, 2010** at the Westchester County Department of Senior Programs and Services, 9 South First Avenue 10th Floor, Mount Vernon, New York 10550. The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals **MUST** arrive at the place specified herein and be time stamped prior to the deadline.

II. BACKGROUND:

The Department's goal is to assist frail older adults to remain in their homes. The Department is dedicated to the belief that family and community-based alternatives that offer the most appropriate blend of medical and non-medical services will delay or prevent the need for institutional care and support aging in place through the use of homecare services.

III. SCOPE OF WORK AND ELIGIBILITY:

The successful Proposer will furnish a sufficient number of trained and qualified Personal Care Aides as requested by the County to provide In-Home Services to Westchester County seniors, 60 and older in accordance with requirements of the New York State Expanded In-Home Services for the Elderly program ("EISEP").

Eligibility: As a material element of any ensuing agreement, proposers MUST acknowledge in their proposal their ability to meet ALL of the Standard Assurances set forth in Schedule "A", attached hereto and made a part hereof. Proposers MUST also describe how they will meet each of the Standard Assurances.

IV. FEES:

Funding for the program offered in this RFP is expected to be provided to the successful proposer at their approved 2008 Medicaid Personal Care rate (effective 1/1/08), less the recruitment and retention add-on, and minus 10% in matching funds for a 12 month period beginning April 1, 2010. If the proposer doesn't have a Medicaid approved rate, the County will pay \$20.64 per hour for housekeeping services and \$20.47 per hour for homemaker services, again minus the required 10% match. **As a material element of any ensuing agreement, the successful proposer(s) will be required to provide 10% matching funds.** The proposer is required to collect the client cost share (See Schedule A Standards for Fiscal Records for further details). In addition to any and all other rights reserved by the County under this RFP, the Department may terminate any contract resulting from this RFP based on the unavailability of funding or for any other reason it deems appropriate in its best interests. The Department reserves the right to award some or none of this funding at its sole and complete discretion.

V. PROPOSAL EVALUATION:

The County will evaluate proposers based on the eligibility requirements stated above and the evaluation criteria set forth below. Such criteria are not necessarily listed in order of importance. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate. Proposers are requested to address each of the evaluation criteria set forth below on **SCHEDULE "B"**, attached hereto and made a part hereof.

Proposal Evaluation Criteria:

- Years of general experience in provision of homecare services to the elderly, using trained Personal Care Aides or Home Health Care Aides
- Geographic areas served by Agency
- Foreign language proficiency
- Number of staff
- Number of support services staff
- Number of supervisory staff
- Membership in appropriate professional organizations
- Ability to comply with each and every Standard Assurance set forth in Schedule "A"
- Training of professionals to improve services to the elderly
- Range of other services available
- Completion of homecare rates on Schedule "B"
- Ability to provide homecare services at a minimum of four (4) hours daily.

VI. TERM:

The term of any ensuing agreement will commence on or about April 1, 2010 and expire on or about March 31, 2011. The County, in its sole discretion, may extend the term of

the agreement for up to two (2) additional one (1) year periods subject to the availability of funds and acceptable past performance.

VII. LEGAL UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, proposing entity agrees to and understands:

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

In addition to the foregoing, by submitting a proposal, the proposing entity also understands and agrees that the County of Westchester reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals;
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;

- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- While this is a Request For Proposals and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

VIII. PROPOSAL REQUIREMENTS

- Proposals must include: Proposer's name, address, contact person, title, e-mail address, if any, and phone number.
- A copy of the approved 2008 Medicaid approved rates, effective January 1, 2008, without the recruitment and retention add-on. If the proposer does not have Medicaid approved rates, the proposer must agree to provide services at or less than the rate, and under the conditions, listed above in paragraph IV.
- Proposals must have date of submission on cover page.
- Proposals should include: Organizational capability to provide required services and prior experience in providing same. Include an organizational chart.
- Description of where and how the service will be delivered.
- Requests for clarification of this RFP must be written and submitted to Meleita Jones, Program Administrator, Westchester County Department of Senior Programs and Services 9 South First Avenue 10th Floor, Mount Vernon, NY 10550 or mmf2@westchestergov.com, **no later than 3:00 pm on Tuesday February 2, 2010. Formal written responses will be distributed by the County on or before Thursday February 4, 2010.** NO COMMUNICATIONS OF ANY KIND WILL BE BINDING

AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY WRITTEN REQUEST FOR CLARIFICATION.

- Proposers MUST sign and notarize the Proposal Certification attached to this RFP as **SCHEDULE "C"**. **ORIGINAL SIGNATURES ARE REQUIRED ON ALL DOCUMENTS AND MUST BE IN BLUE INK (EXCLUDING NOTARY PUBLIC'S SIGNATURE)**. Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

IX. CONTRACT

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

The successful proposer will be asked to sign a contract substantially in the form attached hereto as **SCHEDULE "D"**.

X. INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

"In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

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

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

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in **SCHEDULE "E"**.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County of Westchester, Department of Risk Management. The Director of Risk Management may alter insurance requirements at his discretion.

XI. NON-COLLUSION

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

XII. COMPLIANCE WITH LAWS

The preparation of proposals, selection of vendors and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

XIII. CONFLICT OF INTEREST

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

XIV. CONTENTS OF PROPOSAL

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

“NOTICE

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

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

and

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

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

XV. MBE/WBE

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises which are owned and controlled by persons of color or women in contracts and projects funded by the County. Therefore, the County asks Proposers to complete the questionnaire attached hereto as **SCHEDULE “F”**.

XVI. MACBRIDE PRINCIPLES

Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a proposer that does not execute a certification substantially in the form attached hereto as **SCHEDULE “G”**. Therefore, the County asks Proposers to complete the certification attached hereto as **SCHEDULE “G”**.

XVII. CRIMINAL BACKGROUND DISCLOSURE

PLEASE TAKE NOTICE that pursuant to Executive Order No. 1-2008, the County shall have the right to bar any contractor, consultant, licensee or lessee of County owned real

property, their principals, agents, employees, volunteers or any other person acting on behalf of said contractor, consultant, licensee or lessee who is at least sixteen (16) years old, including but not limited to subconsultants, subcontractors, sublessees or sublicensees or any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property from providing work or services to the County or from being on County property if any of the above mentioned persons has either one of the following: (a) A conviction of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State); (b) A pending criminal proceeding for a crime(s) as defined above; or (c) A refusal to answer such questions; where the following criteria apply: (a) If any of the persons providing work or services to the County in relation to a County Contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County Contract; and (b) If any of the persons providing work or services to the County, in relation to a County Contract may, in the course of providing those services, have access to sensitive data (for example, Social Security Numbers and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors and the infirm).

Bidders/Proposers that are awarded a contract shall be required to submit a Certification Form and any additional applicable criminal disclosure forms as attached hereto as **SCHEDULE "H,"** along with the executed contract. Notwithstanding the above, a Bidder/Proposer may qualify for an exemption from Executive Order 1-2008 if: (i) the County has already conducted a background check and issued a security clearance that is in full force and effect for those persons; or (ii) if another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of the agreement that is sought by this RFP and the same is in full force and effect.

XVIII. REFERENCES:

The Proposer shall provide the following information:

- a. Proposer Name
- b. Address
- c. Year Proposer's firm was founded
- d. Total Number of Employees
- e. References**: Indicate three (3) current client references for similar services two (2) professional references, include:
 - 1) Client Name
 - 2) Client Address
 - 3) Contact Name, Title and Telephone Number
 - 4) Description of Services

**Please note that the client names and contact information will be kept confidential, and destroyed after the application process is over. Clients will not be asked about the details

about the specific cases but rather general questions regarding information about satisfaction with the Proposer's service.

f. References: Include two letters of support from professionals or other agencies/organizations in the field.

XIX. DISCLOSURE FORM:

Proposers are required to complete the questionnaire entitled "Required Disclosure of Relationships to County" attached hereto as **SCHEDULE "I"**. In the event that any information provided in the completed questionnaire changes, Proposer agrees to provide a revised "Required Disclosure of Relationships to County" form to the County within ten (10) business days of such event.

XX. INTELLECTUAL PROPERTY RIGHTS

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

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

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

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

XXI. QUALIFIED TRANSPORTATION FRINGE PROGRAM

Executive Order No. 7-2005 requires that contractors, concessionaires and vendors doing business with the County enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code for all contracts for goods or services of \$100,000 or more in any twelve month period during the contract term if such contractor, concessionaire or vendor employs more than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week regardless of whether those employees are engaged in work pursuant to the contract.

Bidders/Proposers shall submit the signed statement which is attached hereto as page 1 of **SCHEDULE "J"**. Notwithstanding the above, a Proposer may submit to the Commissioner a Waiver Application in the form attached hereto as page 2 of **SCHEDULE "J"**.

XXII. VENDOR DIRECT PAYMENT

All payments made by the County to the Proposer will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Successful Proposers doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as **SCHEDULE "K"**. Payments will be automatically credited to the Proposer's designated bank account at the Proposer's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the successful Proposer to the Department of Finance prior to award of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any successful Proposer that fails to return the completed authorization form(s) prior to award of the contract will be considered non-responsive and the proposal may be rejected.

SCHEDULE A – STANDARD ASSURANCES

SCOPE OF SERVICES

EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM (EISEP)

AMOUNT: Funding for the program offered in this RFP is expected to be provided to the successful proposer at their approved 2008 Medicaid Personal Care rate (effective 1/1/08), less the recruitment and retention add-on, and minus 10% in matching funds for a 12 month period beginning April 1, 2010. If the proposer doesn't have a Medicaid approved rate, the County will pay \$20.64 per hour for housekeeping services and \$20.47 per hour for homemaker services, again minus the required 10% match. **As a material element of any ensuing agreement, the successful proposer(s) will be required to provide 10%**

matching funds. The proposer is required to collect the client cost share (See Schedule A Standards for Fiscal Records for further details. In addition to any and all other rights reserved by the County under this RFP, the Department may terminate any contract resulting from this RFP based on the unavailability of funding or for any other reason it deems appropriate in its best interests. The Department reserves the right to award some or none of this funding at its sole and complete discretion

TARGET GROUP: Westchester County seniors, 60 and older, who need assistance with at least two (2) Housekeeping chores e.g. light cleaning, laundry, shopping and/or a Personal Care service (bathing, dressing, grooming). EISEP Services are intended for long term, non-medical situations.

ACCESS TO SERVICES: Through referral or requests from Department approved case managers. Home Care Services must be delivered through scheduled visits to clients' homes by homecare staff.

SERVICES: The successful proposer will furnish a sufficient number of trained and qualified Personal Care Aides as requested by the County to provide In-Home Services to Westchester County seniors, 60 and older. The Department of Senior Programs and Services is looking for providers who can serve the widest geographical range in the County. Subcontractors will be reimbursed for hours of service provided, after properly completed forms and claims are submitted. Provider agencies must demonstrate an ability to recruit, train and supervise personal care aides for participation in the EISEP Program. The Department further expects its' providers to serve seniors without regard to their level of income.

JUSTIFICATION: The Department's goal is to assist frail older adults to remain in their homes. The Department is dedicated to the belief that family and community-based alternatives that offer the most appropriate blend of medical and non-medical services will delay or prevent the need for institutional care and support aging in place through the use of homecare services.

STANDARDS FOR IN-HOME SERVICES

At all times, when the term "in-home" services is used, it shall mean non-medical, in-home services, which include housekeeping/chore and homemaking/personal care services. These services are designed to assist individuals with impairments in activities of daily living (bathing, eating, toileting, dressing, transferring and continence) and in instrumentals activities of daily living (meal preparation, housekeeping, shopping, telephone use, travel, money management and taking medications).

Case management, to be provided by others, is a prerequisite for the provision of in-home services, which must follow the approved care plan prepared by the Case Manager and transmitted to the in-home service provider agency.

In-home services shall not be provided to individuals eligible to receive the same or similar services under Titles XVIII, XIX or XX of the Federal Social Security Act, or any other governmental program, or for services provided to residents in adult residential care facilities which had previously been provided by the facility, or which is required by law to be provided by such facility.

Provider agencies are required by law to be licensed and must possess such a license prior to the execution of a contract with the Westchester County Department of Senior Programs and Services.

Provider agencies must have written procedures for responding to emergency situations and all personnel must be knowledgeable of the procedures for responding to such emergencies. In addition, providers must have in place systems for staff backup.

All agencies must provide supervision of home care workers in accordance with standards listed herein. Initial supervisory visits to clients must be used to instruct the worker and the client regarding the specifics of the plan of care with special concern taken for clarification of the roles and responsibilities of the worker, client and supervisor in relation to the service plan.

Subcontractor agencies must set up standards for home care staff which includes procedures for screening for any previous history of client abuse or criminal conviction for a felony. Workers must be in good physical condition as specified in 10NYCRR (Health Regulations) and complete the medical exams required for workers under Medicaid regulations and by the local Department of Health.

Subcontractor agencies shall ensure that references for employment are provided by home care workers and are checked by the agency prior to assignment of the worker to an EISEP client.

The Westchester County Department of Senior Programs and Services is looking for providers who can serve the widest geographical range in the County. Subcontractors will be reimbursed for hours of service provided, after properly completed forms and claims are submitted.

HOMEMAKER/PERSONAL CARE STANDARDS

Unit of Service: A unit of homemaker service is equal to one hour of service provided to or on behalf of the client.

Homemaking/Personal Care services will be provided to chronically ill individuals who have varying degrees of functional impairment in activities of daily living and in instrumental activities of daily living.

The only services to be provided under Homemaker/Personal Care will be similar to those Level II services under New York State's Medicaid Program. These services include the performance of nutritional and environmental support functions, as well as personal care functions.

The following tasks are those which will be performed by the homemaker/personal care worker either on behalf of the client or as an assistant to the client in his/her completion of the task:

Some or total assistance with:

- making and changing beds;
- dusting and vacuuming the rooms which the client uses;
- light cleaning of the kitchen, bedroom and bathroom;
- dishwashing;
- listing needed supplies;
- shopping for the client if no other arrangements are possible;
- client's laundering if no family member is available or able
(may include ironing and mending);
- payment of bills and other essential errands;
- bathing the client in the bed, the tub or shower;
- dressing;
- grooming, including care of the hair, shaving and ordinary
care of nails, teeth and mouth;

Some assistance with:

- toileting; this may include assisting the client on and off the bedpan,
commode or toilet;
- walking, beyond that provided by durable medical equipment
within and outside the home;
- transferring from bed to chair or wheelchair;
- preparation of meals in accordance with modified or special diets,
including low sugar, low fat, low salt and low residue, as
prescribed by a qualified professional;
- feeding;
- at the request of the client, with self-administration of medication,
including prompting client of time, opening the container,
removing medication from container and providing necessary
liquids for taking the medication;
- routine skin care, including application of non-prescription skin care products;

non-technical physical assistance in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs;
changing of simple dressings;
escort in getting to various appointments and community activities.

Personal care workers must be mature, emotionally and mentally stable, have experience in Homemaking/Personal Care and have a positive attitude towards older persons with physical and/or mental limitations.

All in-home service workers must be able to read and write English; understand and carry out instructions; record messages and keep simple records; and communicate with clients, their families and significant others, and others involved in care giving. Workers must be in good physical health so that they are capable of performing the necessary tasks without danger either to the client or to themselves.

Quarterly, unannounced, in home supervisory visits with attendant assessments and follow up to the client's case manager will be written into the care plan. Client case records will be required to be kept separately for each client and to be made available to case managers and other authorized staff of the Westchester County Department of Senior Programs and Services and the New York State Office for Aging (NYSOFA), as necessary. Any and all other regulations of EISEP will become part of the subcontract.

HOUSEKEEPER/CHORE SERVICES

Unit of Service: A unit of housekeeper service is equal to one hour of service provided to or on behalf of the client.

The only services to be provided under Housekeeper/Chore will be similar to those Level I services under New York State's Medicaid program.

The following tasks are those which will be performed by the Housekeeper/Chore Services worker either on behalf of the client or as an assistant to the client in his/her completion of the task:

Some or total assistance with:

- making and changing beds;
- dusting and vacuuming the rooms which the client uses;
- light cleaning of the kitchen, bedroom and bathroom;
- dishwashing;
- listing needed supplies;
- shopping for the client if no other arrangements are possible;
- client's laundering if no family member is available or able
(may include ironing and mending);
- meal preparation, including simple modified diets;
- payment of bills and other essential errands;
- escort assistance in getting to various appointments and community activities;

The standards listed in the first three paragraphs of this page referring to Homemaker/Personal Care Level II workers apply to Housekeeper services as well.

STANDARDS FOR SUPERVISION

1. Each in-home service worker shall have a designated supervisor who shall:

be a registered nurse or licensed practical nurse with 2 years of related experience; or possess a bachelor's degree with a major in social work, psychology, counseling, or related field and one year of experience in the health or social services field; or have 4 years of related experience; and

have received an orientation from the Westchester County Department of Senior Programs and Services on EISEP's design, objectives, local administration, standards, policies and procedures.

2. Each in-home service worker shall:

receive the first supervisory visit in the home of each client to whom s/he is regularly assigned within five working days of the first time s/he is to provide services to the client. If the visit does not take place the first time the worker is to provide services to the client, the supervisor shall contact the client by phone or letter, prior to service delivery, to inform the client of who the worker will be.

3. The first in-home supervisory visit shall include:

demonstration and instruction to the worker and the client concerning specific tasks to be performed; orientation to the client and the worker; clarification of the roles and responsibilities of the worker, the client, and the supervisor in relation to the service plan (care plan);

4. Each in-home service worker shall receive regularly scheduled supervision by the designated supervisor in each client's home at least every 3 months and periodic supervisory visits unannounced to the worker in each client's home during which the supervisor shall:

evaluate the in-home service worker's performance of required tasks; provide to the in-home service worker information, consultation, instruction, and demonstration, as needed; determine the extent to which client's needs are appropriately and adequately being met; follow-up, as specified by the case management agency, with the client's case manager, to report the findings of the supervisory visit; provide the client and his or her authorized representative an opportunity to discuss in privacy with the supervisor the service being provided.

Each in-home service worker shall receive administrative supervision on a regular basis.

Each in-home service worker shall receive an annual assessment of his or her performance and effectiveness.

The in-home service agency shall ensure that in-home workers perform tasks as specified in the client's care plan and service schedule.

The in-home service agency, to the extent feasible, shall assign the same worker to a client wherever possible.

STANDARDS FOR SUPERVISORY STAFF

A supervisor of in-home service workers must be a registered nurse or licensed practical nurse with 2 years of related experience OR possess a bachelor's degree with a major in social work, psychology, counseling, or related field and one year of experience in the health or social services field OR have had 4 years of related experience.

A supervisor of in-home service workers must receive an orientation from the Area Agency on Aging (Westchester County Department of Senior Programs and Services) to the Program including:

The Program's overall design and objectives;

The design and administration of the local Program;

The State Program standards that relate to in-home support services; and

Local Program policies and procedures.

STANDARDS FOR TRAINING

The training standards for in-home service workers incorporate the training requirements used by the New York State Departments of Social Services and Health.

Standards for Homemaker/Personal Care Worker Training

Each person providing homemaking/personal care services must meet one of the following requirements:

Successfully complete a training program that has been approved by SDSS and meet the in-service training requirements in accordance with Section 505.14(e) of 18NYCRR (Social Services); **OR**

Successfully complete a training program that has been approved by SDoH and meet the in-service training requirements in accordance with Section 700.2(b) of 10NYCRR (Health); **OR**

Successfully complete a training program that has been approved by the New York State Office for the Aging.

Staff Training

(Note: No reimbursement will be available for services provided by individuals who are not trained in accordance with these requirements and those listed under supervision)

1. Housekeeper/Chore services will be provided by individuals who shall:

be instructed, prior to delivering any in-home services, on how to work with the elderly; receive an orientation, prior to delivering any in-home services, as to: (a) the housekeeping/chore services which the worker may perform, (b) the policies and procedures of the provider agency, and (c) the rights of clients; receive on-the-job training, as needed to instruct the housekeeping/chore worker in a particular skill or technique or to assist in resolving problems in individual care situations; be familiar with written procedures of the in-home agency for responding to emergency situations;

2. Homemaker/Personal Care services will be provided by individuals who shall participate successfully, as documented in such person's personnel file and through compliance monitoring by the Area Agency, in a training program approved by the Department of Senior Programs and Services. The WCDSPS will approve any equivalent program for personal care workers approved by the State Department of Social Services or any equivalent program for home health aides approved by the State Department of Health. For approval by the Westchester County Department of Senior Programs and Services, the training must include:

a. successful completion of basic training (or certification of equivalent knowledge and skills according to criteria acceptable to the WCDSPS) prior to the delivery of any homemaking/personal care services, in:

working with the elderly;
homemaking/personal care skills, taught by a registered nurse;
safety and accident prevention;
food, nutrition and meal preparation;
body mechanics,
orientation to the in-home services agency, community and services to be provided;

b. within 3 months of being hired to deliver homemaking/personal care services, successful completion of basic training (or certification of equivalent knowledge and skills according to criteria acceptable to the WCDSPS), and as documented by attendance records and evaluation materials, totaling at least 40 hours and covering the topics listed in (a) above and:

the family and family relationships;
the child in the family;
mental illness and mental health;
care of the home and personal belongings;
family spending and budgeting;

Basic training, as outlined above, must be directed by a registered professional nurse or social worker or home economist with at least a bachelor's degree or four years professional experience in an area related to the delivery of human services or education.

In addition, this training must involve appropriate staff and community resources, such as public health nurses, home economists, physical therapists and social workers. The agency plan for staff training must include methods to evaluate each person's competency. This must include the following criteria:

- a. attendance at all classes or equivalent instruction;
- b. determination of ability to competently perform required tasks and establish good working relationships with others;
- c. written, performance, and oral testing;
- d. instructor observations of overall performance, attitudes and work habits;
- e. preparation of assignments or home study materials or other methods.

On-the-Job Training

In addition to the basic training requirements described above, each in-home service worker must participate successfully, for at least 3 hours semi-annually, in in-service training to develop, review, or expand skills or knowledge. As needed, each in-home service worker must participate successfully in periodic on-the-job training, in specific skills or techniques. This training may also be used to resolve problems in individual case situations, if deemed necessary by the supervising professional. The criteria for evaluating job performance and the worker's ability to function competently and safely may be utilized by supervisory staff to determine on-the-job training needs for the individual worker.

RECORDS

Records are necessary for monitoring compliance with programmatic and fiscal requirements. They also are necessary to ensure that services are being provided appropriately and as authorized, and with an acceptable quality of care.

Records are subject to review by the case manager, case manager supervisor, and other persons identified as having administrative/program authority.

Records consist of both client case records and employee personnel records.

STANDARDS FOR CLIENT CASE RECORDS

A case record must be maintained for each client receiving in-home services.

The following must be maintained in each client case record:

- Current and past care plan summaries;
- A copy of the current and past authorizations for service;
- List of names and dates of workers who provide the housekeeping/chore or homemaking/personal care services;
- Dated verifications of service provision, signed by the client, and entered into the record by agency staff;
- Accident/incident reports;
- On-going narrative notes of a substantive nature that include but are not limited to the following: observations, problems, plans of action, telephone contact and in-home supervisory visits.

In order to comply with standards for confidentiality, client case records must be available only to case managers and other authorized agency staff. They shall also be made available for monitoring purposes to authorized staff of the Westchester County Department of Senior Programs and Services.

Client case records shall be updated in a timely manner and shall be retained for 6 years from the end of the State fiscal year in which the client last received services.

STANDARDS FOR EMPLOYEE PERSONNEL RECORDS

The following must be maintained in personnel records of all workers who are providing in-home services:

- Evidence of completed training and completed in-service training, appropriate to the type of service the worker is providing, as set forth in the attached requirements;
- Evidence of good physical health;
- Record of supervision of worker other than client related; and
- A copy of the annual assessment of performance and effectiveness

STANDARDS FOR MONITORING BY AREA AGENCY

Monitoring of subcontractor records concerning EISEP clients may include review of client's case file and required forms; personnel records of staff assigned to EISEP cases; backup for invoices submitted for reimbursement, and all other records as listed in these standards.

Monitoring of in-home services will include on-site monitoring of the provision of homemaker and housekeeper services to clients during usual working hours.

STANDARDS FOR FISCAL RECORDS

Successful proposers will be reimbursed for services provided to clients after submission of completed claim forms, in accordance with County fiscal procedures. Subcontractors will be required to submit two copies of Client Cost Share forms each month as part of the backup to the vouchers they submit for reimbursement. These forms will be sent to each subcontractor in March, prior to the start of the program year. Westchester County Department of Senior Programs and Services will submit the names of the cost share clients currently on record with their cost share percentage and maximum cost for the month. Subcontractor will complete a billing summary sheet each month for all cost share clients to whom they are providing services in that month. Information will include hours of service provided, total cost for all services provided and calculations of the cost share due by the client for these services. In addition, they will report on the cost share payment(s) received during the month with information on the month(s) the services were provided. As always, a copy of the clients check will be submitted with the voucher.

If any client is two months delinquent in paying their cost share, this will immediately be reported to the client's case manager. Clients more than 60 days delinquent are in danger of having their services terminated for non-payment.

All billing for cost sharing fees due from clients for services provided will be prepared and collected by the subcontractors.

SCHEDULE "B"

Proposer Name: _____

Please respond to the following. If more room is necessary to provide an adequate response, please feel free to attach additional pages.

- Years of general experience in provision of homecare services to the elderly, using trained Personal Care Aides or Home Health Care Aides? _____
- Geographic areas served by Agency? _____
- Foreign language proficiency? _____
- Number of staff? _____
- Number of support services staff? _____
- Number of supervisory staff? _____
- Membership in appropriate professional organizations? _____
- Training of professionals to improve services to the elderly?
- Range of other services available? _____
- Ability to provide homecare services at a minimum of four (4) hours daily? _____
- Proposer must describe how they will comply with each and every Standard Assurance set forth in Schedule "A".

Agency Name

SCHEDULE B (continued)

RATES for the period 4/1/10 through 3/31/11

(based upon the approved 2008 Medicaid Personal Care rate, effective 1/1/08, less the recruitment and retention add-on, and minus 10% in matching funds)

Personal Care-One Client

Rate per hour

Homemaker (Personal Care Level II)	\$ _____
Housekeeper (Personal Care Level I)	\$ _____

For the purpose of computing such fee, only the time that the worker was actually present in the client's home shall be considered. This fee shall be an all-inclusive charge for services rendered and the County shall not be liable for any other costs or expense in connection herewith.

RATE ADJUSTMENT

In addition, the parties acknowledge that in the event the New York State Department of Health (the "State") proposes a change in the hourly fees which may be payable under paragraph "2" of the Agreement an adjustment in fees may be made according to the following conditions. If, as, and when such authorization for a change in hourly fees is approved by the State and subject to the further approval of the Westchester County Board of Acquisition and Contract, this Agreement shall be deemed amended to provide for such amended fee but only to the extent approved by both the State and the Westchester County Board of Acquisition and Contract. Upon notification and receipt of all approvals, the County shall notify the Contractor in writing of the effective date and applicable change, if any, in the hourly fees to be paid hereunder. Such written notification shall be in the form attached hereto and shall be annexed to this Agreement and become a part hereof.

SCHEDULE "C"

PROPOSER CERTIFICATION

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

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

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

Proposer Name

By: _____

Signature

Name:

Title:

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2010 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

SCHEDULE "D "

THIS AGREEMENT, made the _____ day of _____, 2010

by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, at 148 Martine Avenue, White Plains, New York, 10601, (hereinafter referred to as the "County"),

and

_____ a corporation organized under the laws of the State of New York, having an

office and principal business at _____

_____ (hereinafter referred to as the "Contractor")

WHEREAS, the County has been awarded a grant from the New York State Executive Department, Office for the Aging ("The New York State Office for the Aging") for use in the Expanded In-Home Services for the Elderly Program ("EISEP") of the New York State Community Services for the Elderly Act of 1979 as amended; and

WHEREAS, the County desires to conduct a quality Personal Care Services program in connection with EISEP; and

WHEREAS, the Contractor represents that it is an organization capable of providing qualified Personal Care Aides with the requisite qualifications to provide Personal Services as hereinafter set forth: and

WHEREAS, the Contractor desires to provide such services for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the County and the Contractor agree as follows:

1. The Contractor shall furnish a sufficient number of trained and qualified Personal Care Aides as requested by the County to provide In-Home Services to clients as provided and more fully described in Schedule "B", attached hereto and made a part hereof.

2. For the services rendered pursuant to Paragraph "FIRST", the Contractor shall be paid rates that are based on Medicaid rates approved by the New York State Department of Health as provided in Schedule "C", which is attached hereto and forms a part hereof. See Schedule "C" for any adjustment to the rates within the term of this Agreement.

The Contractor will file claims for all payments on a timely basis on properly executed payment vouchers of the County and paid only after approval by the Commissioner of the Department of Senior Services (the "Department") or her duly authorized designee (the "Commissioner"). All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In addition to the summary of hours of service provided to each client, back-up must include a copy of the billing summary sheet. In no event shall payment be made to the Contractor prior to completion of all professional services, the submission of reports and the approval of same by the Commissioner.

Notwithstanding anything herein to the contrary, Contractor understands and agrees that certain EISEP clients are responsible for paying for a portion of the EISEP services they receive (hereinafter referred to as the client's "Cost Share"). Contractor further understands and agrees that it shall be the sole responsibility of Contractor, for those clients so identified by their Case Manager as responsible for paying a cost share, to collect said Cost Share amount directly from those clients. If, for any reason, Contractor should fail to collect the Cost Share amount directly from the EISEP client, Contractor understands and agrees that the County shall have the absolute right to deduct the amount of the uncollected Cost Share from Contractor's reimbursement hereunder.

It is understood by and between the parties hereto, that the Department shall determine when and to what extent the County shall elect to utilize the Contractor's services and the Contractor hereby waives any and all claims for lost or anticipated profits and other damages arising out of reductions to the projected scope of services required by the County hereunder.

The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Contractor shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this

Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Contractor. The Contractor shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Contractor shall include provisions in its subcontracts designed to ensure that the Contractor and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Contractor shall submit to the Commissioner a letter signed by the owner and/or chief executive officer of the Contractor or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

3. The term of this Agreement shall commence on April 1, 2010 and terminate on March 31, 2011.

In no event shall final payment be made to the Contractor prior to completion of all services, the submission of reports and the approval of same by the County.

4. The Contractor shall be reimbursed by the County for expenses actually incurred and paid by the Contractor after the County has received approval from the New York State Office for the Aging. Payment shall be made on a monthly basis, upon submission by the Contractor of claims or vouchers and such supporting documentation as the County may require, and approval of the same by the Commissioner.

The Contractor's original payroll records, including, but not limited to time sheets, canceled checks, and quarterly and annual reports pertaining to services performed for clients under this contract shall be available for monitoring and review in accordance with the terms set forth in this Agreement.

The County may, in its discretion, and if it deems that payment is required in the furtherance of the program, pay the Contractor prior to receipt of payment or approval thereof by the New York State Office for the Aging, provided that in the event the New York State Office for the Aging subsequently fails or refuses to pay the County, or if such expense is not a proper expenditure under the program hereunder, the Contractor shall reimburse the County for such payment made to the Contractor. The County, in its discretion, may deduct such amount from future payments due and owing the Contractor hereunder.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from the New York State Executive Department to operate the Program, and that no liability shall be incurred by the County beyond the monies made available from the New York State Executive Department for this Agreement. The Contractor agrees that the County shall not be liable for any of the payments hereunder unless and until the County Commissioner of Finance has received said funds.

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

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of

the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

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

5. All work performed by the Contractor must be in accordance with the terms of the grant between the New York State Office for the Aging and the County.

The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and any amendment thereto, applicable to the program and the Contractor's performance hereunder, including but not limited to:

- a) The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
- b) 2 CFR Part 225 (Cost Principles for State and Local Governments)
- c) 45 CFR Part 74 (Administration of Grants)
- d) 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- e) 45 CFR Part 92 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments)
- f) 45 CFR 93 (New Restrictions on Lobbying, see 91-PI-5 [1/24/91])

- g) 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- h) 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)
- i) Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. 621, et seq.)
- j) Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32 [8/4/92])
- k) Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. 2000e, et seq.)
- l) Equal Pay Act of 1963, as amended (29 U.S.C. 206)
- m) Home Energy Assistance Act of 1981, as amended (42 U.S.C. 8601, et seq.)
- n) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
- o) Single Audit Act Amendments of 1996 (31 U.S.C. 7501, et seq.)
- p) Office of Management and Budget (OMB): OMB Circular A-95 (Clearinghouse Review)
- q) OMB Circular A 102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)
- r) OMB Circular A 110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
- s) OMB Circular A-122 (Cost Principles for Non-profit Organizations)
- t) OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)
- u) Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)
- v) New York State Elder Law
- w) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 6654 and 6655)
- x) Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Sexual Orientation, Age and Other Factors)
- y) Executive Law, Article 15A (Minority/Women's Business Contract Requirements)
- z) Elder Law, Section 218 (Establishes Basic Requirements for Long Term Care Ombudsman Programs under the Older Americans Act)
- aa) Public Officers Law (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
- bb) Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
- cc) Expanded In-home Services for the Elderly (EISEP) Program Standards (90-PI-26 [5/17/90])
- dd) NYSOFA Nutrition Program Standards (90-PI-26 [5/17/90])

- ee) Legal Assistance Standards (94-PI-52 [12/29/94])
- ff) Governor's 1960 Code of Fair Practices Governor's Executive Order 6 (Affirmative Action Efforts)
- gg) Governor's Executive Order 19 (Prevention of Sexual Harassment)

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises which are owned and controlled by persons of color or women in contracts and projects funded by the County, and to monitor such participation. In furtherance of this goal, the Contractor hereby agrees to complete the questionnaire attached as part of Schedule "A." This requirement does not apply to municipalities.

In addition, the Contractor shall cause to be prominently posted, on the site where services hereunder are to be provided, a statement regarding nondiscrimination, which statement shall be similar in form to the following:

"In compliance with Section 504 of the Rehabilitation Act of 1975 and Title VI of the 1964 Civil Rights Act and New York State Executive Law and orders, no person will be denied service or access to service based upon race, creed, color, national origin, religion, marital status, sexual orientation or handicapping condition."

6. No service rendered pursuant to or in connection with this Agreement may be refused to any person because of such person's race, color, creed, marital status, country of origin, disability, sex, genetic predisposition or carrier status, sexual orientation or religion. The Contractor shall also (a) serve any senior citizen and ensure equal access for participation, services, activities, and informational sessions without regard to race, color, religion, sex, national origin or partisan affiliation; (b) ensure that any services to be provided under this Agreement shall be secular in nature and scope and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services; (c) refrain from using funds to advance any sectarian effort; refrain from using funds to advance any partisan candidate or effort; however, the Contractor shall ensure that candidates have equal access to information and activities regardless of policy views or party affiliation; (d) prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for political office; and (e) ensure no coercion nor advice to other persons to contribute anything of value to any party, committee, organization, agency or person for political purposes, nor engage in any other partisan activities under its auspices.

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

8. The Contractor must attempt to provide service to low income minority individuals in at least the same proportion as the population of low income minority older individuals bears to the population of older individuals of the area served by such Contractor.

9. The Contractor acknowledges and agrees that it shall participate in the measurement of its performance under this Agreement, as follows:

- (a) Within (30) days of the expiration of each month, the Contractor shall provide the County with detailed written reports, in a form to be specified by the Commissioner, outlining the Contractor's progress in achieving the Targets/Outcomes set forth in the Scope of Work in order to enable the County to assess the level and type of services provided, as well as the dedication and/or expenditure of the funding provided by the County for those purposes to date; and
- (b) In addition to any general audit rights to which the County may be entitled hereunder, the County also reserves the right to audit the Contractor's performance under this Agreement. Such audit may include requests for documentation or other information which the Commissioner may, in his/her discretion, deem necessary and appropriate to verify the information provided by the Contractor as required by subsection (a), above. The County may also make site visits to the location/s where the services to be provided under this Agreement are performed in order to review Contractor's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

Without limiting the right of the County to require additional reports regarding the program hereunder, the Contractor shall provide the County Department of Senior Programs and Services with the following:

a. Evaluation method of the program (to be agreed upon by Contractor and Department of Senior Programs and Services).

- The contractor will survey all of its Personal Care clients who receive services funded through the EISEP program at least during the 3rd quarter of the year. The surveys and the survey results must be sent to the Department by the end of the 3rd quarter. The contractor can use a survey that the Department provides or the contractor may use its own survey, once it has been approved by the Department. The Department reserves the right to meet with the contractor for those that have received less than three fourths positive feedback.
- The Department will review monthly billing reports for the number of clients served and the number of hours provided for accuracy and verification of reported information. This review is to ensure that the contractor is providing services according to the standards listed in Schedule B.

b. Affirmative action plan, statement of policy

c. Programmatic monthly reporting system (Reports should be received by the County no later than the tenth (10th) day of the following month).

d. Financial monthly reporting system (Monthly vouchering will fulfill requirement. Vouchers should be received by the County no later than the fifteenth (15th) day of the following month). The vouchers must have a back up sheet listing client names, hours, the cost share incurred for the month, the date invoice was sent to client and the amount of cost share received with copy of check or money order.

e. Objectives with activities planned and timetable

f. Job descriptions

g. Resumes of persons employed

h. Time sheets of staff (monthly)

i. Report of personnel benefit policies, including wages, hours, vacation and all other leave time and fringe benefits. This report should be received by the County no later than the first day of the second month of the program.

j. Such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the Contractor and the nature and amount of all expenditures claimed against such funds.

k. Records of staff attendance at training. Additional documentation of reports, expenses, statistical information and supporting documentation concerning the program shall be provided to the County by the Contractor at the request of the County and may include, without limiting the County's right to require additional documentation, invoices for all purchases, payroll time

records, payroll records for local support contribution, municipal payment vouchers for government agencies and canceled checks for private agencies.

10. The Contractor shall furnish the County with copies of all insurance certificates, rental agreements and memoranda of understanding.

11. In accordance with the Code of Federal Regulations, Title 45, Part 74, Section 74.13 (b), the County reserves the right to require transfer of items of equipment having a unit acquisition cost of One Thousand (\$1,000) Dollars or more which are acquired under these grants. This right will normally be exercised by the County if the project or program for which the equipment was purchased is transferred to another grantee and only for the purposes of ensuring that the equipment is transferred to the new grantee for continued use of the project or program. Any equipment purchased with funds provided under the agreement shall be County property.

12. (a) The County, upon ten (10) days notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "C". Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Contractor shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the services rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such services rendered by the Contractor. Such reasonable and good faith determination shall be accepted by the Contractor as final.

(b) In the event the County determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Contractor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Notice shall be effective on the date of receipt. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by Contractor of any particular duty or obligation

under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure. Notice shall be effective on the date of receipt.

13. The Contractor shall not assign, transfer, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein, without the express prior written approval of the County. Any attempted assignment, transfer, subcontract or other disposal of any right, duty or interest under this Agreement not in compliance with this Section 13 shall be void ab initio.

14. In addition to, and not in limitation of, the insurance provisions of this Agreement contained in Schedule "A", the Contractor agrees:

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

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

15. The Contractor shall provide adequate, qualified and trained personnel for supervision and fiscal management of the program conducted by the Contractor hereunder.

16. The Contractor hereby agrees that no information about an elderly person, or obtained from an elderly person, shall be disclosed by the Contractor in a form that identifies such person without the informed consent of the person or his or her representatives, unless the disclosure is required by court order, 45 CFR section 74.24, other program monitoring by authorized Federal, State, or local monitoring agencies, or by actual and immediate danger to the health or welfare of the individual.

17. The Contractor agrees that any public information materials or other printed or published materials on the work of the program which is supported with funds hereunder will give due recognition

to the New York State Office for the Aging and Westchester County Department of Senior Programs and Services.

18. The Contractor acknowledges that it shall not render services to the County unless the Contractor has signed the certification regarding Drug Free Workplace Requirements contained in Schedule A and returned same to the Department of Senior Programs and Services. In addition, the Contractor shall comply with the Audit provisions, as applicable, also contained in Schedule "A."

19. This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing, signed by a duly authorized representative of each of the parties.

20. This Agreement shall be governed by the laws of New York State.

21. The Contractor shall ensure that where the State or local public jurisdiction requires licensure or certification for the provision of social services, the Contractor and its approved subcontractors providing such services under the approved Four Year Plan shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected, trained and supervised.

22. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the Contractor:

To the County:

Commissioner
Department of Senior Programs and Services
9 South First Avenue, 10th Floor
Mount Vernon, New York 10550-3414

with a copy to:

County Attorney
148 Martine Avenue, Room 600
White Plains, New York 10601

or to such other addresses as the parties may designate in writing.

23. The failure of the County to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement, shall not be considered a waiver or relinquishment for the future of such covenant but the same shall continue and remain in full force and effect.

24. Attached hereto and forming a part hereof as Schedule "A" is a questionnaire entitled "Required Disclosure of Relationships to County." The Contractor agrees to complete said questionnaire as part of this Agreement. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Contractor agrees to notify County in writing within ten (10) business days of such event.

25. The Contractor agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as Schedule "D" through "D-5" which is hereby incorporated by reference.

26. All payments made by the County to the Contractor will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Contractors doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form in order to receive payment. The EFT Authorization Form and related information are annexed hereto as Schedule "E". The completed Authorization Form must be returned by the Contractor to the Commissioner prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Westchester County Finance Department.

27. This Agreement shall be executed in duplicate and may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

This Agreement shall not be enforceable until it is signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

THE COUNTY OF WESTCHESTER

By: _____
Mae Carpenter, Commissioner
Department of Senior Programs and Services

CONTRACTOR

By: _____
(Name)

(Title)

SCHEDULE "E "

STANDARD INSURANCE PROVISIONS **(Agency)**

1. Prior to commencing work, the Agency shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Agency and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Agency shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Agency to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Agency to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Agency from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Agency concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Agency until such time as the Agency shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Agency shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law.

NOTE: Other generally recognized forms/certificates may be substituted for the above at the sole discretion of the Director of Risk Management.

State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

(Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes

form WC/DB-100 or, if applicable, form WC/DB-101. PLEASE NOTE THESE FORMS REPLACE FORM C-105.21. THE APPROPRIATE REPLACEMENT FORM MUST BE NOTARIZED PRIOR TO BEING SUBMITTED TO THE WORKERS' COMPENSATION BOARD, INFORMATION UNIT FOR INVESTIGATION AND REPORT).

If the employer is self-insured for Worker's Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

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

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

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

(e) Agency's Professional Liability. The Agency shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

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

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Agency.

SCHEDULE "F"

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

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

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North American; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a.) at least 51% owned by one or more persons of color or women; (b.) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c.) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d.) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to Article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

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

_____ No
_____ Yes (as a business owned and controlled by persons of color)
_____ Yes (as a business owned and controlled by women)

2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?

_____ No
_____ Yes (as a MBE)
_____ Yes (as a WBE)

If yes, official documentation of such certification must be attached hereto.

3. If you are a business owned and controlled by persons of color, please specify, the minority classifications which apply: _____

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: _____

5. Are you certified with the Federal Government as a small disadvantaged business concern?

_____ No
_____ Yes

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing MBE/WBE Questionnaire: _____

Signature: _____

SCHEDULE "G"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

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

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

- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
- (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
- (3) ban provocative religious or political emblems from the workplace;
- (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
- (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
- (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
- (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
- (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
- (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.

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

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

Agreed:

Name of Contractor: _____

By (Authorized Representative): _____

Title: _____ Date: _____

Contract # _____
Name of Contractor/Subcontractor _____

SCHEDULE "H"

CONTRACTOR
CRIMINAL BACKGROUND DISCLOSURE INSTRUCTIONS

Pursuant to Executive Order 1-2008 and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County shall have the right to bar the following "Persons Subject to Disclosure" (Persons shall mean individuals or legal entities) from providing work or services to the County or from being on County property:

(a) Consultants, Contractors, Licensees, Lessees of County owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, Subcontractors, Sublessees or Sublicensees who are providing services to the County; and

(b) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

If any of the above mentioned Persons Subject to Disclosure has either one of the following:

(a) A conviction of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State);

(b) A pending criminal proceeding for a crime(s) as defined above; or

(c) A refusal to answer such questions.

Where the following criteria apply:

(a) If any of the Persons Subject to Disclosure providing work or services to the County in relation to a County Contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County Contract; and

(b) If any of the Persons Subject to Disclosure providing work or services to the County, in relation to a County Contract may, in the course of providing those services, have access to sensitive data (for example, Social Security Numbers and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors and the infirm).

Accordingly, the Contractor is required to review these Instructions and complete Schedule "H-1" as well as any other applicable criminal disclosure forms (i.e., "Schedules H-2" through "H- 5," together with "H-1," collectively referred to as "Disclosure Forms").

However, the following Persons Subject to Disclosure are **exempt** from Executive Order 1-2008: (i) those persons for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; or (ii) those persons for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of this Contract that is in full force and effect.

If a Person Subject to Disclosure is exempt from the disclosure described in Executive Order 1-2008 because of either "i" or "ii" above, then the Contractor shall notify the Procuring Officer¹ in the respective Department of its claim of exemption and it shall be the responsibility of the Procuring Officer to verify each exemption. If the Procuring Officer determines that the Contractor is exempt under sections "i" or "ii" above, the Procuring Officer shall confirm same with the Contractor and maintain a written record including all supporting details of the verification of and acknowledgement of said exemption.

If the Procuring Officer determines that the Contractor is not exempt under sections "i" or "ii" above, the Procuring Officer shall notify the Contractor in writing, and the appropriate Disclosure Forms shall be required.

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

It shall be the Contractor's duty to disclose and to inquire of each and every Person Subject to Disclosure, whether they have been convicted of a crime or whether they are currently subject to pending criminal charges. It shall be the duty of the Contractor to submit a completed Certification Form annexed hereto as Schedule "H-1," which certifies that the Contractor and every Person Subject to Disclosure has been asked whether they have been convicted of a crime or are currently subject to pending criminal charges.

Should the Contractor or any Person Subject to Disclosure (also referred to as "Person") affirmatively advise that they have been convicted of a crime said Person shall be identified in Schedule "H-2" and shall complete Schedule "H-3," entitled, "Criminal Background Disclosure Form For Persons Who Have Been Convicted of A Crime."

Should the Contractor or any Person Subject to Disclosure advise that they are subject to pending criminal charges, said Person shall be identified in Schedule "H-2" and shall complete the form annexed hereto as Schedule "H-4," entitled, "Criminal Background Disclosure Form For Persons Who Are Subject to Pending Criminal Charges."

Should the Contractor or any Person Subject to Disclosure refuse to answer whether they have been convicted of a crime or are currently subject to pending criminal charges, the name and title of said Person(s) shall be listed in Schedule "H-5."

It shall be the duty of the Contractor to submit to the Procuring Officer all of the attached applicable Disclosure Forms prior to the commencement of this Contract. It is the responsibility of each Contractor to assure that all of their proposed Subcontractors complete the criminal background and disclosure certification forms and submit the forms to the Procuring Officer before they will be approved to perform work on the contract.

Under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception to this obligation. If the Contractor needs to obtain translation services to fulfill this obligation, it shall be at the sole cost and expense of the Contractor.

The Contractor shall be required to make the same inquiry and forward updated Disclosure Forms to the Procuring Officer regarding additional Persons Subject to Disclosure in connection with this Contract during the term of this Contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED DISCLOSURE FORMS ARE FILED WITH THE PROCURING OFFICER.**

THE CONTRACTOR HAS A CONTINUING OBLIGATION TO MAINTAIN THE ACCURACY OF THE DISCLOSURE FORMS FOR THE DURATION OF THIS CONTRACT, INCLUDING ANY AMENDMENTS OR EXTENSIONS THERETO AND SHALL PROVIDE ANY UPDATES TO THE COUNTY AS NECESSARY TO COMPLY WITH THE DISCLOSURE REQUIRED BY EXECUTIVE ORDER 1-2008.

Any failure by the Contractor to comply with the disclosure requirements of Executive Order 1-2008, absent proof of exemption deemed satisfactory by the County Procuring Officer, may be considered by the County a material breach by the Contractor and shall be grounds for immediate termination of this Agreement by the County without penalty.

Contract # _____
Name of Contractor/Subcontractor _____

SCHEDULE "H-1"

CONTRACTOR AND ALL PERSONS SUBJECT TO DISCLOSURE² CERTIFICATION FORM

IF THIS FORM IS COMPLETED BY A SUBCONTRACTOR CHECK HERE³ _____

I, _____,
(Name of Person Signing Below)

(CHECK APPLICABLE ANSWER BELOW AND THEN COMPLETE APPLICABLE DISCLOSURE)

_____ a principal of the Contractor & authorized to execute this Certification Form;

_____ a representative of the Contractor & authorized to execute this Certification Form;

A. PRINCIPAL/REPRESENTATIVE DISCLOSURE
(CHECK APPROPRIATE RESPONSE BELOW)

I am a principal or a representative of the Contractor authorized to execute this Certification Form and my answers to the questions below are as follows:

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

_____ Yes

_____ No

2) Are you subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?

_____ Yes

_____ No

B. CONTRACTOR DISCLOSURE

Based upon my own personal knowledge or having made all necessary efforts to obtain the facts, the answer to the questions below are as follows:

1) Has the Contractor ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement,

² Persons Subject to Disclosure are identified and defined in Schedule "H," pursuant to Executive Order 1-2008.

³ If this Certification Form is being completed by a Subcontractor, please consider all references to "Contractor" to mean "Subcontractor."

theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?

____ Yes

____ No

2) Is the Contractor subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?

____ Yes

____ No

C. PERSONS SUBJECT TO DISCLOSURE

I hereby certify that all of the Persons Subject to Disclosure, as previously defined under this Contract that will or are intended to provide services, work or intended to be on County property under this Contract have been asked the following questions:

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

____ Yes

____ No

2) Are you subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?

____ Yes

____ No

If the answer is "yes," to any of the questions in Sections "A," "B," or "C" above, please list the names and titles of all such Persons in Schedule "H-2."

In addition, the Persons identified in Schedule "H-2" must complete Schedule "H-3" or "H-4."

Schedule "H-3" must be completed by those Persons who have previously been convicted of a crime.

Schedule "H-4" is provided for those Persons who are subject to pending criminal charges.

If a Person refuses to answer any of the questions in Sections "A," "B," or "C" above, the name and title of said Person shall be listed in Schedule "H-5."

CONTRACTOR CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate and that all additional required Disclosure Forms have been completed.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Contractor shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that the Contractor has a continuing obligation to maintain the accuracy of the Disclosure Forms for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name:

Title:

Date:

Notary Public

Date

Contract # _____
Name of Contractor/Subcontractor _____
SCHEDULE "H-2"⁴

**NAMES AND TITLES OF PERSONS SUBJECT TO DISCLOSURE
THAT ANSWERED "YES" TO ANY QUESTION IN SCHEDULE "H-1"**

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Note: If more names and titles must be added, please attach a separate page entitled, "Schedule H-2 Continued."

CONTRACTOR CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate and that all additional required Disclosure Forms have been completed.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Contractor shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that the Contractor has a continuing obligation to maintain the accuracy of the Disclosure Forms for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name:
Title and Date:

Notary Public

⁴ If this Certification Form is being completed by a Subcontractor, please consider all references to "Contractor" to mean "Subcontractor."

Contract # _____
Name of Contractor/Subcontractor _____

SCHEDULE "H-3"

**CRIMINAL BACKGROUND DISCLOSURE FORM FOR
PERSONS WHO HAVE BEEN CONVICTED OF A CRIME**

The conviction of a crime will not automatically result in a denial of your right to work on a County contract, your right to be on County property or your license, but may, if the County determines that the prior conviction(s) create an unacceptable risk. However, if you fail to list any part of your conviction history, whether due, but not limited to any omission, intentional falsification or any failure to disclose for any reason, you may be prohibited from working or being on County property without any risk assessment. If it is later determined that you failed to disclose a criminal conviction for any reason, your right to work on a County contract, be on County property or your license may be terminated at any time.

I, _____, am _____
(Name of Person Signing Below) (Title Relevant to Contract)

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

6) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

I certify that this information is correct and complete. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my employment on this project.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

I understand that I have a continuing obligation to maintain the accuracy of this form for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

By my signature below I hereby affirm that all of the facts, statements and answers contained herein and all attachments are true and correct.

Name:
Title:
Date:

Notary Public

Date

Contract # _____
Name of Contactor/Subcontractor _____

SCHEDULE "H-4"

**CRIMINAL BACKGROUND DISCLOSURE FORM FOR
PERSONS WHO ARE SUBJECT TO PENDING CRIMINAL CHARGES**

A pending criminal charge will not automatically result in a denial of your right to work on a County contract, your right to be on County property or your license, but may, if the County determines that the pending charge(s) create an unacceptable risk. However, if you fail to list any part of your conviction history, whether due, but not limited to any omission, intentional falsification or any failure to disclose for any reason, you may be prohibited from working or being on County property without any risk assessment. If it is later determined that you failed to disclose a criminal conviction for any reason, your right to work on a County contract, be on County property or your license may be terminated at any time.

I, _____, am _____
(Name of Person Signing Below) (Title Relevant to Contract)

- 1) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.

- 2) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).

3) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I certify that this information is correct and complete. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my employment on this project.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

I understand that I have a continuing obligation to maintain the accuracy of this form for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

By my signature below I hereby affirm that all of the facts, statements and answers contained herein and all attachments are true and correct.

Name:

Title:

Date:

Notary Public

Date

SCHEDULE "H-5"⁵

PERSONS THAT REFUSED TO ANSWER

Please list the names and titles of each Person that refused to answer any of the questions in "Schedule H-1."

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

CONTRACTOR CERTIFICATION

I hereby certify that all of the information provided herein is true and accurate.

No Person Subject to Disclosure shall perform work or services or enter onto County premises until the Disclosure Forms are filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to be added after execution of this Certification Form, the Contractor shall not utilize such persons or permit said individual onto County property until the updated Disclosure Forms are filed with the Procuring Officer.

It is further understood and agreed that the Contractor has a continuing obligation to maintain the accuracy of the Disclosure Forms for the duration of this Contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.

Name:
Title:
Date:

Notary Public

⁵ If this Certification Form is being completed by a Subcontractor, please consider all references to "Contractor" to mean "Subcontractor."

SCHEDULE "I"

REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

(Prior to execution of a contract by the County, a potential County contractor must complete, sign
and return this form to the County)

Contract Name and/or ID No.:

(To be filled in by County)

Name of Contractor:

(To be filled in by Contractor)

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with Westchester County also an officer or employee of the County, or the spouse, or the child or dependent of such County officer or employee?

Yes _____ No _____

If yes, please provide details: _____

B.) Related Owners:

1. If you are the owner of the Contractor, are you or your spouse, an officer or employee of the County?

Yes _____ No _____

If yes, please provide details: _____

To answer the following question, the following definition of the word "interest" shall be used:

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

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

2. Do any officers or employees of the County have an **interest** in the Contractor or in any proposer that will be used for this contract?

Yes _____ No _____

If yes, please provide details: _____

Authorized Company Official shall sign below and type or print information below the signature line:

Name:

Title:

Date:

SCHEDULE "J"

STATEMENT OF ENROLLMENT IN A QUALIFIED TRANSPORTATION FRINGE PROGRAM

1. I am the _____ of _____.
(title) (Bidder's/Proposer's full legal name)

2. This statement is not applicable because (*check all that apply, skip number 3 and sign below*):

The total value of the contract is less than \$100,000 in any twelve month period during the contract term.

Bidder/Proposer employs less than 25 individuals who utilize public transportation and/or pay for commuter parking at least 1 day per week.

(*If question 2 does not apply proceed with question 3 and sign below*).

3. This Statement is applicable and is submitted in order to comply with the requirements of Executive Order No. 7-2005 of the County of Westchester which requires prospective contractors, concessionaires and vendors to submit a signed statement at the time of procurement of the contract that they are enrolled in or have initiated the process to enroll in a Qualified Transportation Fringe Program as defined in §132(f)(1) of the IRS Tax Code.

As of the date hereof the above indicated Bidder/Proposer:

is enrolled in a Qualified Transportation Fringe Program as set forth in §132(f) of the Internal Revenue Service Tax Code, or

has initiated the process of enrolling in a Qualified Transportation Fringe Program as set forth in §132(f) of the Internal Revenue Service Tax Code and will notify the appropriate County personnel in writing upon the commencement of their participation in such a program.

signature

date

SCHEDULE "J"
WAIVER APPLICATION
Qualified Transportation Fringe Program

Date: _____
Name: _____
Company: _____
Address: _____

This Application for a Waiver from the requirements of Executive Order No. 7-2005 is being submitted based upon one of the following:

an inability to comply with Executive Order No. 7-2005, or

hardship would result from such compliance.

Provide detailed explanation below:

signature of authorized company official

Approved: _____
Disapproved: _____
Date: _____

Commissioner or Department Head

SCHEDULE "K"
VENDOR DIRECT PAYMENT

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.

Authorization is:
(check one)

 New

 Change

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

INSTRUCTIONS: Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

Mail to: Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601
Attention: Vendor Direct

Section I - Vendor Information

1. Vendor Name:

2. Taxpayer ID Number or Social Security Number:

--	--	--	--	--	--	--	--	--

3. Vendor Primary Address

4. Contact Person Name:

Contact Person Telephone Number:

5. Vendor E-Mail Addresses for Remittance Notification:

6. Vendor Certification: *I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.*

Authorized Signature

Print Name/Title

Date _____

Section II- Financial Institution Information

7. Bank Name:

8. Bank Address:

9. Routing Transit Number:

--	--	--	--	--	--	--	--

10. Account Type:
(check one)

☐ Checking

 Savings

11. Bank Account Number:

12. Bank Account Title:

13. Bank Contact Person Name:

Telephone Number:

14. FINANCIAL INSTITUTION CERTIFICATION (required **ONLY** if directing funds into a Savings Account **OR** if a voided check is not attached to this form): *I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.*

Authorized Signature

Print Name / Title

Date _____

(Leave Blank - to be completed by
Westchester County) - Vendor number assigned

--	--	--	--	--