

Livingston County



REQUEST FOR PROPOSALS

LIVINGSTON COUNTY YOUTH BUREAU 2023/2024 SPORTS OPPORTUNITY FUNDING

July 3, 2023

**Office of the Livingston County Administrator
Livingston County Government Center
6 Court Street, Room 302
Geneseo, New York 14454**

Proposals due July 28, 2023

RESPONSE CHECKLIST

Attention is especially called to the items listed below, which must be submitted in full as part of a Responder's proposal. Please check each item indicating your compliance.

THIS CHECKLIST MUST BE SUBMITTED WITH ALL PROPOSALS

Please submit one (1) original and (1) one copy of all items.

- RESPONSE CHECKLIST
- PROGRAM FUNDING APPLICATION (OCFS – 5001)
- PROGRAM PROFILE (OCFS – 5002)
- PROGRAM COMPONENTS (OCFS – 5003)
- PROGRAM BUDGET (OCFS-5005)
- STANDARD CONTRACT REQUIREMENTS APPENDICES A, B, AND C
- LIST OF CURRENT BOARD OF DIRECTORS LIST
- EVIDENCE OF GOOD STANDING WITH THE NYS CHARITIES BUREAU
- MOST RECENT SINGLE AUDIT REPORT FOR THE RESPONDER AGENCY

I have read all the information contained in this package, confirm that the information contained in this proposal is valid and that the information about Responder's organization is true and correct.

AGENCY	TELEPHONE NUMBER
STREET ADDRESS	FAX NUMBER
CITY, STATE, ZIP	E-MAIL ADDRESS
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE

REQUEST FOR PROPOSALS

2023/2024 SPORTS OPPORTUNITY FUNDING

Livingston County through its Youth Bureau is requesting proposals for Livingston County Youth Sports and Education Opportunity Funding. Programs should operate from October 1, 2023, through September 30, 2024. **The deadline for RFP submissions is Friday, July 28, 2023 at 4:00 p.m.**

PROPOSAL OVERVIEW

Eligibility and Funding

Livingston County will contract with local 501(c)3 tax-exempt, non-profit organizations for a total combined amount of approximately \$25,500.00. Said funding is intended to provide general operating dollars to give local sports programs flexibility to efficiently allocate resources for quality programming. Line-item budgets should focus on programming costs, including but not limited to:

- Coaches/instructors/direct service staff/mentors
- Equipment
- Educational programming costs
- Facility/field and/or space cost

Programs eligible for funding must meet the criteria below:

- Be properly insured (Commercial General Liability and Workers' Compensation Insurance if applicable).
- Provide structured sports activities for youth in Livingston County ages 6-17.
- Be in good standing with the New York State Charities Bureau.
- Demonstrate basic competency in the areas of governance, monitoring and evaluation, partnership, and financial stewardship.
- Have a child protection policy in place that includes adherence to local city, agency, school district, and state child protection guidelines.
- Collect registration data, including participant demographic information as required by OCFS in such a fashion as to be able to accurately report anonymized aggregate data.

Proposal Submissions

Submissions must include:

- List of current Board members and what officers/staff are authorized to sign claims.
- OCFS-5001 Program Application, OCFS-5002 Program Profile, OCFS-5003 Program Components, and OCFS-5005 Program Budget.
- Evidence of good standing with the New York State Charities Bureau.
- Livingston County Contract Appendices A, B, and C.

Principal Award Criteria and Maximum Points Available:

Only those proposals that contain complete information and all required documentation will be considered. All accepted proposals will be evaluated based on “best value” by an evaluation committee comprised of Livingston County representatives, utilizing an evaluation methodology that considers the following factors:

- (a) Overall quality of the proposal: 50%
- (b) Cost of services: 25%
- (c) Experience providing programs and services: 25%

Proposal Conditions & Information:

All proposals must be submitted in a sealed envelope and have original signature and date. Please mark on lower left-hand corner of envelope: “RFP- 2023/2024 Sports Opportunity Funding”.

One (1) original and one (1) copy of the proposal must be submitted to:
Office of the Livingston County Administrator

Attention: Ashley Scutt
Livingston County Government Center
6 Court Street, Room 302
Geneseo, New York 14454

Proposals will be received by the Office of the Livingston County Administrator until 4:00 pm on Friday, July 28, 2023. The official time for the receipt of proposals will be the time shown on the time stamp located in the Board of Supervisors/County Administration area, Room 302 on the third floor, Livingston County Government Center, 6 Court Street, Geneseo, New York 14454. It is the sole responsibility of Responders to ensure proposals are received in a timely fashion. Unfortunately, the County is *not able to accept proposals via email or fax*.

Responders assume the risk of any delay in the mail or in the handling of the mail by County employees. Whether a proposal submission is sent by mail or by means of personal delivery, Responders assume responsibility for having their proposals deposited on time at the place specified. To be considered “delivered on time,” a submission must be received by County Administration by the appointed day and time. **All proposals received after the day and time stated will not be considered and will be returned unopened to the Responder.**

Livingston County reserves the right to forego any informality and reject any or all proposals. Livingston County further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the County to do so.

Optional Pre-proposal Responder’s Workshop

Additional information and the opportunity to ask questions will be provided at an optional Responder’s Workshop to be held on Monday, July 17th, 2023 at 3:00 pm in Room 106 of the Government Center, 6 Court Street, Geneseo, NY 14454. Please email Ryan Snyder at rsnyder@co.livingston.ny.us to register.

Questions

Questions regarding this RFP solicitation are to be sent to the attention of Ryan Snyder via email rsnyder@co.livingston.ny.us. Questions will be received until 4:00 pm on Wednesday, July 19, 2023 and responded to no later than Monday, July 24, 2023. If necessary, an addendum to the RFP documents will be issued and all addenda so issued shall become part of the RFP documents.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

INDIVIDUAL PROGRAM APPLICATION

Program Information

Program Title:		QYDS ID# (For County Use Only):	Program Year:
FUNDING INFORMATION			
Funding Category: <input type="checkbox"/> Youth Development Funding <input type="checkbox"/> RHYA-Part I <input type="checkbox"/> RHYA-Part II		County:	
FUND AMOUNTS			
Total Program Amount:		OCFS Funds Requested:	
Amount Allocated:	60% State Aid [RHYA Programs ONLY]		% Tax Match
	% Agency Cash:		% In Kind
AGENCY INFORMATION:			
This Agency is: <input type="checkbox"/> Private, Not for Profit <input type="checkbox"/> Public <input type="checkbox"/> Religious Corporations		Federal ID #:	Charities Reg.#:
Agency Website:		Implementing Agency:	
Mailing Address:			
Address Line 2:			
City:		State:	Zip Code:
EXECUTIVE DIRECTOR FOR AGENCY			
Last Name:		First Name:	
Title:	Phone Number:		Extension:
Fax Number:	E-Mail:		
CONTACT PERSON FOR AGENCY:			
CONTACT PERSON FOR AGENCY/MUNICIPALITY:			
Last Name:		First Name:	
Title:	Phone Number:		Extension:
Fax Number:	E-Mail:		
PERIOD OF ACTUAL PROGRAM OPERATION:		HOURS OF OPERATION:	
FROM:	TO:	FROM:	TO:
<input type="checkbox"/> Daily <input type="checkbox"/> Other (Explain)			

EXECUTIVE DIRECTOR/BOARD CHAIRPERSON SIGNATURE

Disclaimer: Please note that submission of these forms to the County Youth Bureau does NOT guarantee funding will be allocated to your

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Agency Summary Instructions

Implementing Agency: Enter name of incorporated agency responsible for program.

Program Title: Enter the title of the program.

QYDS ID#: **County Use Only.** This number will be provided to you after the application has been entered into QYDS. Contract Agencies will get this number from their County Youth Bureau. **All programs will have new QYDS ID#'s annually.**

Program Year: Enter the year the program will operate.

FUNDING INFORMATION

Funding Category: To be completed by the County. Categories include: Youth Development Funding, RHYA Part I, and RHYA Part II.

County: Enter County where program applying for funding is located.

FUNDING AMOUNTS

Total Program Budget: Enter the total Program Budget.

OCFS Funds Requested: Enter the state aid being requested from the County.

Amount Allocated: To be completed by the County. This figure should be what the Youth Bureau is actually allocating to the program applying for funds.

RHYA PROGRAMS ONLY:

RHYA I: Provides 60/40 state-local matching funds for coordination of services, as well as short-term (30-60 days) residential and non-residential services to runaway and homeless youth under age 21, i.e. Interim Family Programs (Host Home).

RHYA II: Provides 60/40 state-local matching funds for residential and non-residential services to youths ages 16-21 for up to eighteen months, i.e. Transitional Independent Living Support Programs.

Agency Information: Enter the type of agency; Federal ID #; Charities Registration #; and Agency Website (if Applicable). Enter the name, address, city, state, and zip code of the incorporated agency responsible for operation of the program.

Executive Director for Agency: Enter name, title, phone number, extension (if applicable) fax number and e-mail of the person who can sign on behalf of the applying agency.

Contact Person for Agency: Enter information for the person to contact for this program. The e-mail should be a business or official e-mail address.

Period of Actual Operation: Enter the month and year that the program begins (FROM) and the month and year that the program ends (TO).

Hours of Operation: Enter the hours that the program begins (FROM) and ends (TO). Then check if the program is offered Daily or other and indicate (i.e. weekly, twice a week, monthly).

Disclaimer: Check the box only if there have been changes to the 5001, 5002 and/or 5003. If there are no changes a hard copy of the 5001 **must** still be sent to the County Youth Bureau with an original signature.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
AGENCY- PROGRAM PROFILE

IMPLEMENTING AGENCY:
PROGRAM TITLE:

SITE INFORMATION Most Significant (3 Maximum)	
Type	Address (street, city, state, zip)

Projected total program enrollment	Projected daily attendance

PROGRAM SUMMARY: (maximum of 100 words)

Please use whole numbers not percentages. Please note, residential programs may only serve young adults 21-24 if certified to do so and such services have been documented.

GENDER OF PROGRAM PARTICIPANTS, ETHNICITY AND AGES: (Enter basic demographic information for Gender, Ages and Target population)	Male	Female
---	------	--------

ETHNICITY: <i>(Enter number of participants per ethnic group)</i>	WHITE _____ BLACK OR AFRICAN AMERICAN _____ HISPANIC OR LATINO _____
	AMERICAN INDIAN OR ALASKAN NATIVE _____ ASIAN _____
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____ TWO OR MORE RACES _____
AGES	0 _____ 5-9 _____ 10-14 _____ 15-17 _____ 18-20 _____ 21 + _____

IS TARGET POPULATION SERVING DISCONNECTED YOUTH: <i>(Enter number of participants per population described)</i>	<input type="checkbox"/> No	<input type="checkbox"/> Yes
--	-----------------------------	------------------------------

IF "YES", Youth aging out of foster care _____ Children of incarcerated parents _____

Youth in the juvenile justice system who re-enter the community _____ Runaway and Homeless Youth _____

Please describe (in 100 words maximum per feature) how the program for which you are requesting funding addresses each of the Features of positive youth development settings below.

Features of youth development settings (school, home and community)	Please describe how the program for which you are requesting funding addresses each of the Features of Positive Youth Development settings.
Physical & Psychological Safety Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.	

IMPLEMENTING AGENCY:
PROGRAM TITLE:

<p>Appropriate structure Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries, and age appropriate monitoring.</p>	
<p>Supportive relationship Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment, and responsiveness.</p>	
<p>Opportunities to belong Opportunities for meaningful inclusion, regardless of one’s gender, ethnicity, sexual orientation, or disabilities; social inclusion, social engagement, and integration; opportunities for socio-cultural identity formation; and support for cultural and bicultural competence.</p>	
<p>Positive Social Norms Rules of behavior, expectations, injunctions, ways of doing things, values and morals, and obligations for service.</p>	

IMPLEMENTING AGENCY:

PROGRAM TITLE:

Support for Efficacy & Mattering

Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

Opportunities for Skill Building

Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, media literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

Integration of Family, School & Community Efforts

Concordance; coordination and synergy among family, school and community.

Monitoring & Evaluation Methods	(Please describe in 100 words or less)
<p>Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies and/or State and Local laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/application and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.</p>	
<p><u>Evaluation Methods is the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how results will be used.</u></p>	

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Agency-Program Profile Instructions

Implementing Agency: Enter name of incorporated agency responsible for program.

Program Title: Enter the title of the program.

Site Information: Please enter up to three (3) of the most significant sites for this program. Must use the following types only: Agency, Athletic Fields, Campsite, Church, Community/Youth Center, Gym, Housing Project, Library, Office, Playground, Pool, Program, School/Classroom, or Shelter.

Projected Total Enrollment: With knowledge of the community to be served and/or history providing programming in the community, please use your best projections on the data required. **Please use whole numbers, not percentages.**

Projected Daily Attendance: Use your best projections on this data. If you checked other on the 5001 please provide the projected attendance on the day that the program operates (i.e. once a week, two days a week, once a month). **Please use whole numbers, not percentages.**

Program Summary (Maximum 100 words): Include in your summary; TARGET POPULATION-the characteristics of the youth to be served; GEOGRAPHIC AREA-physical boundaries (i.e. school district, village, town, city, county, etc.) in which the program will operate; and SERVICE METHODS-key services and activities to be used.

Gender of Program Participants, Ethnicity, and Ages: Enter basic demographic information on the programs target population. Please use whole numbers, not percentages. Please note residential programs may only serve young adults aged 21-24 if certified to do so and such services have been documented.

Disconnected Youth: This should be checked yes only if you can document that you are serving that particular population. Please refer to the website resources section on this document for further explanation on Disconnected Youth. **Please use whole numbers, not percentages.**

Features of Youth Development Settings: Please describe in 100 words (maximum) per feature how the program for which you are requesting funding addresses each of the Features of Positive Development Settings below.

The Features of Positive Development Settings are processes or “active ingredients” that community programs should use in designing programs to facilitate positive youth development. We stress that the implementation of these features need to vary across programs precisely because they have diverse clientele and different constraints, resources, and goals (source: Community Programs to Promote Youth Development, National Research Council, Institute of Medicine).

MONITORING AND EVALUATION

Monitoring: Describe the process to be used to monitor **the program** on a regular basis. Include who will be responsible, frequency, and how you document monitoring activities. (See Monitoring Manual for Youth Bureaus for more information on monitoring)

Evaluation Methods: Describe the process to be used to evaluate the attainment of the **program** objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how results will be used. Please refer to the website resources section on this document for further explanation on Program Evaluation.

**NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION**
Program Summary-Program Components

IMPLEMENTING AGENCY:
PROGRAM TITLE:

LIFE AREA: (Enter Code)		GOAL: (Enter	
OBJECTIVE: (Enter Code)		SOS: (Enter Code)	Performance Measures: (Enter Code) How much: How well:

GENDER OF PROGRAM PARTICIPANTS: (Enter number participants) **MALE** _____ **FEMALE** _____

ETHNICITY: (Enter number of participants per ethnic group)	WHITE _____	BLACK OR AFRICAN AMERICAN _____	HISPANIC OR LATINO _____
	AMERICAN INDIAN OR NATIVE HAWAIIAN OR OTHER _____	ASIAN TWO OR MORE _____	

AGES 0-4 _____ 5-9 _____ 10- _____ 15- _____ 18-20 _____ 21+ _____

IS TARGET POPULATION SERVING DISCONNECTED YOUTH. No Yes

IF "YES", Youth aging out of foster _____ Children of incarcerated _____

Youth in the juvenile justice system who re-enter the _____ Runaway and Homeless _____

IF APPLICABLE

OBJECTIVE: (Enter Code)		SOS: (Enter Code)	Performance Measures: (Enter Code) How much: How well:
-----------------------------------	--	-----------------------------	--

GENDER OF PROGRAM PARTICIPANTS: (Enter number participants per) **MA** _____ **FEMA** _____

ETHNICITY: (Enter number of participants)	WHITE _____	BLACK OR AFRICAN AMERICAN _____	HISPANIC OR LATINO _____
	AMERICAN INDIAN OR NATIVE HAWAIIAN OR OTHER PACIFIC _____	ASIAN TWO OR MORE _____	

AGE 0-4 _____ 5-9 _____ 10-14 _____ 15-17 _____ 18-20 _____ 21+ _____

IS TARGET POPULATION SERVING DISCONNECTED YOUTH. No Yes

IF Youth aging out of foster _____ Children of incarcerated _____

Youth in the juvenile justice system who re-enter the _____ Runaway and Homeless _____

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Summary-Program Components (OCFS 5003) Instructions

Implementing Agency: Enter name of incorporated agency responsible for program.

Program Title: Enter the title of the program.

Each program will select:

- Life areas
- Goals per Life Area
- Objectives per Goal
- Services, Opportunities and Supports (SOS)

Step 1: For the Program Component, identify the **Life Area** to be addressed and the appropriate code.

1 ES: ECONOMIC SECURITY

You would enter code **1ES**.

Step 2: Select the **GOAL** to be targeted and its code.

11 Goal: Youth will be prepared for their eventual economic self sufficiency.

You would enter code **11**.

Step 3: Select the objective to be achieved. Choices under this goal include:

111 Objective: Youth will have skills, attitudes and competencies to enter college, the work force or other meaningful activities.

112 Objective: Young adults who can work will have opportunities for employment.

113 Objective: Youth seeking summer jobs will have employment opportunities.

If you selected Objective **111** - Youth will have skills, attitudes and competencies to enter college, the work force or other meaningful activities

You would enter code **111**.

Step 4: Select from the following choices the Services Opportunities and Supports that your program offers.

Services, Opportunities, and Supports

0119	Employment Opportunities
0120	Work Readiness Skills
0121	Career Development Supports
0122	College Exploration Opportunities
0123	Life Skills Supports

If you selected Services, Opportunities and Supports 0121 Career Development Supports

You would enter code **0121**.

Step 5: Enter the Performance Measures to be achieved. Choices under this SOS, include:

Performance Measures

How Much

- **021B.1** # of youth enrolled in the program (unduplicated)

How Well

- **0121B.1** % of youth who completed the program
- **0121B.2** % of youth reporting satisfaction with the program

Better Off

- **0121C.1** #% of youth with increased understanding of career interests
- **0121C.2** #% of youth with defined career occupational objectives
- **0121C.3** #% of youth who can name one skill they learned in the program

Note: a selection from each question must be indicated.

Step 6: Enter the following data on your projected target population (in whole numbers not percentages) for those youth participating in –Career Development Supports):

Please use whole numbers, not percentages.

- Gender
- Ethnicity
- Ages
- And if serving Disconnected Youth identify the number (not percentages) in group (i.e. Youth aging out of foster care, Children of incarcerated parents, Youth in juvenile justice system who re-enter community, Runaway and Homeless Youth)

Step 7: (*IF APPLICABLE*): If your Program chooses to address more selections, you would follow the steps again.

Note: that no more than 2 SOS can be selected per program.

Special Notes:

If the program checked the box on the OCFS-5002, Direct Services will not be provided by this program, follow steps 1-4 for each life area selected.

Each Life area has its own set of Goal(s), Objectives and Services, Opportunities and Supports. Once you identify the Life Area your program is addressing you must use the Goal(s), Objectives and Services, Opportunities and Supports listed under it.

PROGRAM BUDGET

QYDS ID:

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

FISCAL YEAR:

--	--	--	--	--

AGENCY/MUNICIPALITY: _____

PROGRAM TITLE: _____

FUND TYPE: _____

FISCAL CONTACT INFORMATION:

Include Name, Phone Number, E-mail address:

PERSONAL SERVICES:

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL SALARIES AND WAGES			\$	\$
TOTAL FRINGE BENEFITS			\$	\$
TOTAL PERSONAL SERVICES (1)			\$	\$

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE OF PAY	BASE (S,M,HR)	TOTAL OCFS PROGRAM AMOUNT (1)	TOTAL OCFS FUNDS REQUESTED FOR THIS PROGRAM
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
TOTAL CONTRACTED SERVICES (2)			\$	\$

TOTAL MAINTENANCE & OPERATION (3)

\$	\$
----	----

LIST EQUIPMENT TO BE PURCHASED OR RENTED:

(UNIT COST OVER \$500 AND LIFE EXPECTANCY OF OVER TWO YEARS)

FACILITY REPAIRS

PROGRAM SITE ADDRESS		
	\$	
	\$	
TOTAL FACILITY REPAIRS (4)	\$	

TOTAL OCFS PROGRAM AMOUNT

\$	\$
----	----

+

TOTAL OCFS FUNDS REQUESTED	\$
-----------------------------------	----

LIST OF OTHER FUNDING SOURCES	\$	REIMBURSABLE TOTAL
--------------------------------------	----	---------------------------

\$
\$

MUNICIPAL FUNDING
OTHER SOURCES

* USE AN ASTERISK NEXT TO THE FIGURES LISTED TO IDENTIFY THOSE ITEMS FOR WHICH OCFS REIMBURSEMENT IS NOT BEING REQUESTED.
USE (IK) TO IDENTIFY ONLY IN KIND SERVICES, EQUIPMENT, ETC DONATED TO PROGRAM, WHERE ALLOWED.

PROGRAM BUDGET INSTRUCTIONS

REFER TO FISCAL POLICIES AND PROCEDURES MANUAL FOR RESTRICTIONS

QYDS ID – NUMBER ASSIGNED BY SYSTEM
FISCAL YEAR-INDICATE YEAR FOR WHICH FUNDS ARE BEING REQUESTED
AGENCY/MUNICIPALITY-COUNTY, CITY, VILLAGE, AN INDIAN RESERVATION OR SCHOOL DISTRICT (IF APPROVED) THAT IS APPLYING FOR STATE AID
PROGRAM TITLE-NAME OF PROGRAM RECEIVING FUNDING
FISCAL CONTACT INFORMATION-PERSONS TO CONTACT FOR QUESTIONS ON BUDGETING-CLAIMING AND VOUCHERING FOR THIS PROGRAM

PERSONAL SERVICES

POSITION TITLE	RATE OF PAY	BASIS (H, W, BW, SM)	TOTAL OCFS PROGRAM AMOUNT*
1	2	3	4

TOTAL FUNDS REQUESTED FOR THIS PROGRAM

1. LIST THE TITLE OF THE POSITION AS IT WILL BE CLAIMED
2. ENTER THE RATE OF PAYMENT AS IT IS ON THE PAYROLL, E.G. \$100, \$500, \$5. (enter the highest rate for each title)
3. INDICATE THE SALARY BASIS AS IT IS ACTUALLY PAID, e.g. Hourly (H), Weekly (W), Biweekly (BW), Semimonthly(SM)
4. ENTER THE GROSS AMOUNT OF THIS PAYROLL LINE. Use an asterisk if OCFS reimbursement is not being requested.
5. ENTER THE TOTAL OF THIS COLUMN.
6. ENTER THE TOTAL AMOUNT FOR WHICH OCFS REIMBURSEMENT IS BEING REQUESTED. YDDP/RHYA – DO NOT USE

TOTAL SALARIES AND WAGES
TOTAL FRINGE BENEFITS

5	6
7	8

7. ENTER THE TOTAL OF FRINGE BENEFITS BUDGETED FOR THIS PROGRAM. YDDP – CONTRACT AGENCIES ONLY
8. ENTER THE AMOUNT FOR WHICH OCFS REIMBURSEMENT IS BEING REQUESTED. MOST PROGRAMS ARE LIMITED TO 25%. YDDP/RHYA – DO NOT USE

CONTRACTED SERVICES AND STIPENDS

TYPE OF SERVICE OR CONSULTANT TITLE	RATE	PAYMENT BASIS	TOTAL PROGRAM AMOUNT*
9	10	11	12

9. ENTER TYPE OR TITLE OF SERVICES, e.g. Accounting Firm, Speaker.
10. INDICATE RATE OF PAY
11. INDICATE PAYMENT BASIS e.g. Session (S), Monthly (M)
12. ENTER THE TOTAL COST FOR EACH LINE

TOTAL CONTRACTED SERVICES (2)

13	14
----	----

13. ENTER THE TOTAL OF THIS COLUMN
14. ENTER THE AMOUNT FOR WHICH OCFS REIMBURSEMENT IS BEING REQUESTED. YDDP/RHYA – DO NOT USE

TOTAL MAINTENANCE & OPERATION (3)

15	16
----	----

15. ENTER THE AMOUNT BUDGETED IN TOTAL FOR THIS PROGRAM.
16. ENTER THE AMOUNT FOR WHICH OCFS REIMBURSEMENT IS BEING REQUESTED. YDDP/RHYA – DO NOT USE

LIST IN THE SPACE PROVIDED, EQUIPMENT PURCHASES AND RENTALS PLANNED FOR PROGRAM YEAR
FACILITY REPAIRS

PROGRAM SITE	17	18
--------------	----	----

17. LIST EACH PROGRAM ADDRESS FOR WHICH FACILITY REPAIRS ARE BEING PLANNED
18. ENTER AMOUNT FOR EACH PROGRAM SITE. YDDP LIMIT - \$500 PER SITE

TOTAL FACILITY REPAIRS (4)

19	20
----	----

19. ENTER THE TOTAL OF THIS COLUMN
20. ENTER THE AMOUNT FOR WHICH REIMBURSEMENT IS BEING REQUESTED. YDDP/RHYA – DO NOT USE

TOTAL OCFS PROGRAM AMOUNT	
TOTAL OCFS FUNDS REQUESTED	21

LIST OTHER FUNDING SOURCES

	22	REIMBURSEABLE TOTAL
	23	MUNICIPAL FUNDING
	24	OTHER SOURCES

21. THIS AMOUNT SHOULD AGREE TO THE AMOUNT BEING REQUESTED FOR THIS PROGRAM.
22. THIS IS THE TOTAL OF BOX 21 LESS ASTERISKED ITEMS
23. ENTER TOTAL AMOUNT BEING PROVIDED TOWARDS THIS PROGRAM BY MUNICIPALITY
24. ENTER TOTAL AMOUNT BEING PROVIDED TOWARDS THIS PROGRAM BY OTHER SOURCES

APPENDIX A

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Livingston (herein after "County").

- I. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 109 of the **General Municipal Law**, this contract may not be assigned by the contractor or its right, title or interest there in assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the County and any attempts to assign the contract without the County's written consent are null and void.
- II. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 108 of the **General Municipal Law**, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the **Workers' Compensation Law**.
- III. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the **Executive Law** (also known as the **Human Rights Law**) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of age, creed, race, color, sex, sexual orientation, national origin, marital or familial status, disability, military status, domestic violence victim status, criminal or arrest record, or predisposing genetic characteristics. Furthermore, in accordance with Section 220-e of the **Labor Law**, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the **Labor Law**, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
- IV. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the **Labor Law** or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statute, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
- V. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 103-d of the **General Municipal Law**, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.
- VI. **SET-OFF RIGHTS.** The County shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract.
- VII. **RECORD-KEEPING REQUIREMENT.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance

under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The County Treasurer or County Administrator or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

- VIII. **MEDICAID/MEDICARE COMPLIANCE.** If this contract involves the provision of services and/or materials, any portion of the cost of which will be billed to the Federal or New York State Medicare or Medicaid health care programs, the Contractor certifies that the Contractor, and all employees, directors, officers and subcontractors of the Contractor, are not "excluded individuals or entities" under Federal and/or New York State Medicare or Medicaid statutes, rules and regulations. The Contractor agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other website required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any of them are on or have been added to the exclusion list. The Contractor shall promptly notify the County if any employee, director, officer or subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this contract, at no penalty to the County, if any employee, director, officer or subcontractor is on or has been added to the exclusion list. Furthermore, the Contractor agrees to indemnify the County for any damages or loss incurred by the County based upon the Contractor's failure to comply with these conditions or based upon any false certification under this section.
- IX. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
- X. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- XI. **SEXUAL HARASSMENT COMPLIANCE CERTIFICATION.** The Contractor hereby certifies that its organization has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Said policy and training, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law. By signing this Appendix, the Contractor certifies its organization is in full compliance with the mandates of the New York State Sexual Harassment Compliance Law.
- XII. **NO ARBITRATION AND SERVICE OF PROCESS.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. All actions shall be venued in Livingston County. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.
- XIII. **BUDGETED FUNDS.** This contract is executory only to the extent of funds available and the County shall incur no liability beyond the funds appropriated therefore.
- XIV. **APPROVAL OF BOARD OF SUPERVISORS.** This contract is subject to and conditioned upon approval by the Livingston County Board of Supervisors.
- XV. **INCORPORATION.** The main contract contains a paragraph incorporating the terms of this appendix by reference and the parties herein have further signed and dated this appendix.

Livingston County

Contractor
(Signature of Authorized Official Required)

As of 10/21/2019

APPENDIX B

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Livingston (herein after "County").

- I. The County shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County, which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions, exclusive of termination date, applicable to postponement, suspension or termination of the contract.
- II. The Contractor agrees that it will indemnify and save harmless the County from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of and to the extent of any negligent omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract. This indemnification shall include all costs and disbursements incurred by the County in defending any suit, including attorneys' fees. Furthermore, at the option of the County, the Contractor shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto. The Contractor shall not be required to indemnify the County for any damage or loss arising out of the negligence or willful misconduct of the County, its agents or employees.
- III.
 - A. The Contractor warrants that to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the County.
 - B. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the County.
 - C. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the County, to avoid, mitigate, or minimize the actual or potential conflict.
 - D. Remedies - The County may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract, or pursue such other remedies as may be permitted by the law or this contract. The terms of Clause I of this Appendix B or other applicable contract provision regarding termination shall apply to termination by the County pursuant to this clause.
 - E. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.
- IV. All requests for payment by the Contractor must be submitted on forms supplied and approved

by the County. Each payment request must contain such items of information and supporting documentation as required by the County, and shall be all inclusive for the period of time covered by the payment request.

- V. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

- VI. The Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason of this contract. It further agrees that it will not make against the County any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

- VII. In the event of a conflict between the terms between this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.

- VIII. The main contract shall contain a paragraph incorporating the terms of this appendix by reference and the parties therein shall further sign and date this appendix.

Livingston County

Contractor
(Signature of Authorized Official Required)

APPENDIX C

LIVINGSTON COUNTY STANDARD CONTRACT INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the County of Livingston as an unrestricted additional insured on the contractor's/permittee's insurance policies, with the exception of workers' compensation and professional errors and omissions. **The contractor/permittee must provide an additional insured endorsement.** A statement on the contractor/permittee's insurance certificate that the County of Livingston is an additional insured is **not** sufficient. The form of the additional insured endorsement must be approved by the Livingston County Attorney.
- II. The policy naming the County of Livingston as an additional insured shall:
- be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
 - state that the organization's coverage shall be primary coverage for the County of Livingston, its Board, employees and volunteers. Any insurance or self-insurance as maintained by the County of Livingston shall be in excess of the contractor's insurance, and shall not contribute with it.
- III. The contractor/permittee agrees to indemnify the County of Livingston for any applicable deductibles or self insurance reserves.
- IV. Required Insurance:
- **Commercial General Liability Insurance, including Completed Operations Coverage for construction contracts**
\$1,000,000 per occurrence/ \$2,000,000 aggregate per project.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
 - **Owners Contractors Protective Insurance (Generally required only for construction contracts. Contact Livingston County Attorney for determination of necessity.)**
\$1,000,000 per occurrence/\$2,000,000 aggregate, with the County of Livingston as the named insured.
 - **Professional Errors and Omissions Insurance (If professional service contract)**
\$1,000,000 per occurrence/ \$2,000,000 aggregate for the negligent professional acts of the contractor.
- V. The contractor/permittee is to provide the County of Livingston with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities and upon each renewal thereafter. **Contractor/permittee or its insurance carrier(s) shall provide the County of Livingston with thirty (30) days prior written notice of cancellation, reduction of insurance or material coverage change of the required insurance policies. Such notice shall be mailed to the Livingston County Attorney, Livingston County Government Center, Room 302, 6 Court Street, Geneseo, New York 14454 and shall include the date and subject matter of the original contract. Contractor/permittee acknowledges that failure to obtain such insurance on behalf of the County of Livingston, or the failure to provide such notices, constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal**

remedies available to the County of Livingston, including termination of the contract. The failure of the County of Livingston to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the County of Livingston.

- VI. 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 contractor shall upon notice to that effect from the County, promptly obtain approval and submit a certificate thereof. Upon failure of the contractor to furnish, deliver, and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the contractor concerning indemnification. All property losses shall be made payable to 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 or such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims in form satisfactory to the County of Livingston.

The County reserves the right to require complete certified copies of all required insurance policies, at any time, which shall be delivered to the County within ten days of such request.

VII. ADDITIONAL INSURED ENDORSEMENT AND CERTIFICATE OF INSURANCE:

The contractor/permittee shall file with the Livingston County Attorney, prior to commencing work under this contract, an additional insured endorsement and a Certificate of Insurance, which shall include:

- a. Name and address of insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on certificate
- g. Limits of liability for all policies included on certificate
- h. Certificate holder shall be County of Livingston, Livingston County Government Center, 6 Court Street, Geneseo, New York 14454-1043.
- i. Description of contract for which insurance is being provided.
- j. Insurance agents name, address and phone number.

Contractor
(Signature of Authorized Official Required)

Date