

## **INVITATION TO RFP**

Request for Proposals, subject to the conditions contained herein, will be received by the ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES until **3:00 P.M.**, local time on **Friday, July 15, 2016** for:

### **Child Sexual Abuse Victim Advocacy RFP- # 2016-176**

Specifications **MUST** be RECEIVED from the Oneida County Department of Social Services, Contract Administration Office at 315-798-5084, mail request to Oneida County Department of Social Services, Contract Administration, 4<sup>th</sup> Floor, 800 Park Avenue, Utica, NY 13501, or located on the Oneida County website at <http://www.ocgov.net> (public notice section.)

Copies of the described RFP may be examined at no expense at the Oneida County Department of Social Services, Contract Administration.

RFPs must be returned on the form furnished. The return envelope must be clearly marked with the RFP # and addressed to the Oneida County Department of Social Services Contract Administration.

The owner reserves the right to reject any or all proposals received.

The County of Oneida, in order to promote its established Affirmative Action Plan, invites bids from minority groups. This policy regarding bids and contracts applies to all persons without regard to race, creed, color, national origin, age, sex or handicap.

Lucille Soldato  
Commissioner of Social Services

Dated: June 14, 2016

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

REQUEST FOR PROPOSALS

FOR

CHILD SEXUAL ABUSE VICTIM ADVOCACY

RFP NUMBER 2016- 176

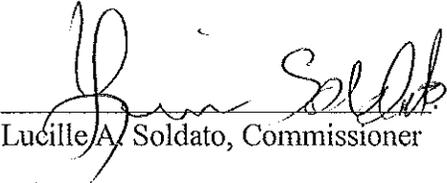
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

800 PARK AVENUE

UTICA, NEW YORK 13501

LUCILLE A. SOLDATO, COMMISSIONER

DATE: 6/9/16

  
Lucille A. Soldato, Commissioner

RFP NUMBER 2016 - 176

Page 1 of 12

Oneida County Department of Social Services

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES  
FUNDING OPPORTUNITIES

APPLICATION COVER PAGES

Applicants for funds for this program should submit one (1) original and five (5) copies of your application cover pages, proposed budget, and narrative paper to:

Lucille A. Soldato, Commissioner  
ATTENTION: Vicky Conover,  
Contract Administration, 4<sup>th</sup> Floor  
800 Park Avenue  
Utica, New York 13501

1. Please provide the following information about your organization:

Name of Organization: \_\_\_\_\_

Street Address/P.O. Box: \_\_\_\_\_

County: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

2. Amount of funds requested: \_\_\_\_\_

3. Who should we contact with questions about this application?

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number (Include Area Code): \_\_\_\_\_

4. What is your organization's Federal Employer Identification Number? \_\_\_\_\_

5. Please provide the names and telephone numbers of (3) references. Please include the relationship of each reference to your organization.

A) _____	_____	_____
Name	Telephone Number	Relationship to Organization
_____		
Agency (if applicable)		

B) \_\_\_\_\_  
Name Telephone Number Relationship to Organization

\_\_\_\_\_  
Agency (if applicable)

C) \_\_\_\_\_  
Name Telephone Number Relationship to Organization

\_\_\_\_\_  
Agency (if applicable)

6. Please attach a current list of Board of Directors members or Advisory Board members.

AGREEMENT:

It is understood and agreed to by the applicant that: (1). This RFP does not commit the County of Oneida (the County) to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services. (2). The County and the Oneida County Department of Social Services (the Department) reserve the right to amend, modify or withdraw this RFP and to reject any proposals submitted, and may exercise such right at any time, without notice and without liability to any offeror or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the offeror. (3). The County and the Department reserve the right to accept or reject any or all proposals which do not completely conform to the instructions given in the RFP. (4). Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by the County and/or the Department of third parties with regard to the applicant's experience or other matters relevant to the proposal. (5) Funds provided for this project shall be used only for the conduct of the project as approved. (6). The contract may be terminated in whole, or in part, by the County. Such termination shall not affect obligations incurred under the contract prior to the effective date of such termination. (7). Funds will not be paid in advance. (8). Any significant revision of the approved project proposal shall be requested in writing by the Contractor prior to enactment of the change. (9). Progress reports shall be submitted as required by the Department. The final program and financial reports shall be submitted within a specified time period after the project terminates. Necessary records and accounts, including financial and property controls, shall be maintained and made available to the Department for audit purposes. (10). All reports of investigations, studies, publications, etc. made as a result of this proposal shall acknowledge the support provided by the Department. (11). All reports of investigations, studies, publications, etc. made as a result of this proposal, information concerning individuals served, and/or studies under the project are confidential and such information shall not be disclosed to unauthorized persons. (12). The Department reserves a royalty free non-exclusive license to use and to authorize others to use all copyrighted material resulting from this project.

The applicant certifies that to the best of his/her knowledge and belief the information in this application is true and correct, and that he/she will comply with the above agreement if the contract is received.

\_\_\_\_\_  
(Signature of official authorized to sign for applicant)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

## SECTION 1: PURPOSE

- 1.1 The County of Oneida Department of Social Services is seeking proposals for a Child Sexual Abuse Victim Advocacy Program. The program shall provide coverage 24 hour per day, 7 days per week. At any time the CAC is open for operation at least two advocates must be working on site; and after regular business hours of CAC operations there must be "on-call" advocate services available to respond as needed. Advocates must have earned a two year degree in one of the following subjects: Psychology, human development, childhood development, social work, human services, sociology or a related field. Staff providing service under this agreement must possess a valid driver's license.
  - On-Call is defined as a worker that is available to respond on-site to the location they are needed should a case be received after regular business hours of the CAC or non-traditional hours.
- 1.2 The County of Oneida is seeking a qualified cost-effective program to work collaboratively as we seek these SPECIFIC OUTCOMES for the Child Sexual Victims and their Families:
  - A. To provide compassion and understanding from victim advocates, to enable individuals to recover from the trauma of child sexual abuse and/or severe physical abuse and receive the assistance they need to progress forward with their lives.
  - B. To foster additional disclosure by victims who might otherwise go without assistance.
  - C. To develop and promote a more coordinated response through participation with the Child Advocacy Center.
- 1.3 As part of the Request for Proposal, the County will be using an outcome-based approach for the review, selection, and operation of these projects.
- 1.4 Of particular interest to the County are proposals that offer collaborative efforts, innovative funding, continuity of service, and staff stability.

## SECTION 2: QUALIFICATION OF PROPOSER

Evidence of the following qualifications must be included in the proposal materials:

- 2.1 Qualification to do business in New York State or a covenant to obtain such qualification prior to the execution of a contract.
- 2.2 Written approval as a not-for-profit organization in New York State.
- 2.3 A copy of the most recent independent agency audit.
- 2.4 A listing of current contracts with local, state or federal Government.
- 2.5 Agency mission statement and organizational chart, to include a breakdown of staff structure and positions.
- 2.6 Compliance with the Oneida County Affirmative Action Program will be required. With your proposal, please submit a statement indicating the composition of the workforce at your firm.
- 2.7 Name and Contact information of the individual that will serve as the project liaison and be primarily responsible for providing services for the proposal.
- 2.8 A copy of agencies operational procedures that assure compliance with prescribed federal, state, and local law pertaining to:
  - A. Fair Hiring affirmative action policy;

- B. Confidentiality/right to privacy laws pertaining to individuals served;
- C. Fingerprinting/Clearance policy for staff hires;
- D. Tobacco/Substance Abuse Policy;
- E. Employee grievance procedures;
- F. Employee disciplinary policy.

2.9 **INSURANCE REQUIREMENTS AND INDEMNIFICATION:**

A. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.

1. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

ii. Oneida County and all other parties required of the Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations.

iii. Abuse and Molestation coverage must be included

2. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

i. Coverage for review of cases and resulting Professional assessment.

ii. Coverage for Abuse and Molestation.

3. Automobile Liability

i. Business Auto Liability with limits of at least \$1,000,000 each accident.

ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

iii. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

4. Commercial Umbrella

- i. Umbrella limits must be at least \$5,000,000.
- ii. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- iii. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

5. Workers Compensation and Employers Liability

- i. Statutory limits apply.

- B. **Waiver of Subrogation:** Contractor waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, Automobile Liability, Umbrella Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
- C. **Certificates of Insurance:** Prior to the start of any work the contractor shall provide a certificate of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Oneida County.
- D. **Indemnification:** The Contractor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by Contractor and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this agreement.

2.10 Provide any additional information that you feel would distinguish your firm in its service to the County.

2.11 In addition, the County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of request, all such information and data for this purpose as may be requested. The County reserves the right to reject any proposal if the evidence submitted by,

or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

2.12 While Oneida County is particularly interested in proposals that propose innovative approaches to improving outcomes for families and children, all laws, regulations and Oneida County Department of Social Services procedures must be complied with including the following:

- I. Proposer will provide the necessary services and documentation to ensure compliance with standards prescribed by federal, state and local law. (Which shall include, but not limited to, any required background checks of employee's working under such agreement)
- II. No proposer agency shall sub-contract any part of this contract award to another agency without written approval by the Oneida County Department of Social Services.

### SECTION 3: SCOPE OF SERVICES:

3.1 The work activities of an Advocate shall include but not be limited to:

- a) Respond to victims and their non-offending family members at the initial reporting of alleged child sexual abuse and/or severe physical abuse.
- b) Provide crisis intervention, advocacy/accompaniment and information/referrals to child victims and their non-offending family members throughout the initial interview and the investigation process.
- c) Provide supportive information in regards to the interview process; investigation process, criminal justice process and court proceedings; medical services; and all follow-up proceedings pertaining to the allegation of child sexual abuse/severe physical abuse to victims and their non-offending family members.
- d) Schedule and accompany on-site forensic medical exams for child sexual abuse victims.
- e) Schedule initial on-site counseling appointments with Child Advocacy Center mental health sub-contractors for child sexual abuse victims and their non-offending family members.
- f) Provide advocacy/accompaniment and support during the initial disclosure/interview and forensic medical exam to child abuse victims and their non-offending family members as needed.
- g) Provide follow-up services as required by case circumstance to include but not limited to monthly home visits and weekly phone contact to child abuse victims and their non-offending family members.
- h) Participate in Child Advocacy Center meetings, case reviews, case planning discussion and training as required to fulfill the obligations of the contract.
- i) Provide progress notes detailing pertinent case related contacts and information.
- j) At least two full time advocates shall be co-located at the Child Advocacy Center to perform said services during regular business hours of the CAC. The Child Advocates shall be primarily supervised by the provider's supervisory staff with basic oversight by the Child Advocacy Center to the extent it is necessary to ensure adequate coverage and provision of services.
- k) Advocates shall make contacts with victims and families independent of medical exams,

court appearances, interviews and counseling sessions as directed by Child Advocacy Center staff. Generally, Advocates shall have contact with victims and their families in the home at least once a month for the duration of the open case. In addition, Advocates shall have weekly phone contact with victims and families for the duration of the open case.

- l) Advocates shall keep the caseworker and investigator assigned to the case informed of case developments.
- m) It is important that every effort be made to insure continuity of services between child victims and their families and the assigned advocate. This means having the same Advocate provide service to child/family from case initiation to case conclusion in order to promote a stable and trusting relationship between the advocate and the child/family and minimize further trauma.

3.2 Program Service Given: While Oneida County is particularly interested in proposals that propose innovative approaches to improving outcomes for families and children, all laws, regulations and Oneida County Department of Social Services procedures must be complied with including the following:

- I. For Child Sexual Abuse Victims Advocacy services, proposals will cooperate with Oneida County Department of Social Services and will provide the necessary services and documentation to ensure compliance with standards prescribed by federal, state, and local law.

- 3.3 Proposers shall address how they plan to provide staffing coverage to meet all contractual requirements, including but not limited to 24 hour per day, 7 day per week coverage.
- 3.4 Proposers are welcome to address other relevant areas of customer behavior change.

#### SECTION 4; TERM OF CONTRACT:

- 4.1 The term of the Request for Proposal shall be for at least a one (1) year initial contract, with potential for a three (3) year initial contract at the sole discretion of the County, and may be renewable annually for an additional two (2) one year terms at the sole discretion of the County.
- 4.2 Selected agencies will be required to execute a contract with the County of Oneida in substantial compliance and conformance with this Request for Proposal beginning, October 1, 2016.

#### SECTION 5: COST PROPOSAL:

- 5.1 A cost proposal which shall be program performance based for the services described must be submitted in one (1) year increments for the three (3) years of the Request for Proposal. Cost proposals should be based on a lump sum fee for each year, and broken down into twelve (12) monthly installments for each year.

#### SECTION 6: FISCAL PENALTY FOR FAILURE TO MEET A STANDARD OF PERFORMANCE:

- 6.1 It shall be understood that program performance measurements and outcomes shall be monitored monthly, and a fiscal penalty imposed for any unmet standard of performance.

Standard Performances that are not met shall be assessed a penalty equal to a reduction of 2% to the monthly installment for each standard of performance not met.

- 6.2 Advocate services shall be available during hours of operation of the CAC as specified under Section 1: Purpose (1.1) of the RFP. Should the program not be fully staffed at any given time or day the fiscal penalty shall be imposed.
- 6.3 Advocates shall meet all the specified job requirements noted under Section 3: Scope of Services. A Monthly Standard Performance measurement shall be successful completion of all the required case contacts and case activity. Verification of case contacts and case activity shall be required in a manner provided by the Contractor and agreeable to the County. This document shall be maintained and provided to the Child Advocacy Center Coordinator and also attached to the monthly voucher. Should there be a failure to meet the established case contact and activity requirements the fiscal penalty shall be imposed.

#### SECTION 7: APPLICATION CRITERIA AND REVIEW APPROACH:

- 7.1 Proposals shall remain valid until the execution of a Contract by Oneida County.
- 7.2 The following criteria will be applied to all proposals under this request.
  - A. Outcomes, performance targets and measurements proposed both in terms of their level and their relevance to the County's scope of services.
  - B. The likelihood that the Performance Targets will, in fact, be accomplished.
  - C. The costs compared to the targets to be accomplished.
- 7.3 Proposals shall be examined and evaluated by the Oneida County Department of Social Services to determine whether they meet the requirements of this Request for Proposal.

#### SECTION 8: ALTERNATIVES:

- 8.1 Proposer may include in their proposal items not specified in this Request for Proposal, which they would consider pertinent. All such alternatives shall be listed separate from the proposal and the cost thereof shall be separate and itemized by a lump sum fee for each year per alternative, and broken down into twelve (12) monthly installments for each year.
- 8.2 In the event that such alternatives are included in the final contract that is awarded, one or more Standard Performance measures specific to those alternatives may be detailed in the final contract. Fiscal sanction as detailed in Section 6 above will be assessed for failure to meet the additional Standard Performance measures.

#### SECTION 9: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 9.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the application deadline.

SECTION 10: REQUIREMENT'S:

- 10.1 Advocates must have earned a two year degree in one of the following subjects:  
Psychology, Human Development, Childhood Development, Social Work, Human Services, Sociology or a related field.

SECTION 11: APPLICATION DEADLINE:

3:00 P.M. (local time) Friday, July 15, 2016

SECTION 12: GEOGRAPHICAL AREA TO BE SERVICED:

Oneida County

SECTION 13: CRITERIA FOR PROPOSAL ACCEPTANCE:

- 13.1 The contract will be awarded only to a qualified contractor.  
13.2 In order to be eligible, the vendor must describe its qualifications to successfully carry out the proposed objectives. This should include vendor history, experience in providing comparable services, and any other information that demonstrates the likelihood that you will achieve the proposed outcomes.

SECTION 14: PROPOSAL RESPONSE:

- 14.1 One (1) original and five (5) copies of the completed proposal consisting of application cover pages, narrative, plan for staff coverage, and cost proposal must be received at the offices of the Oneida County Department of Social Services, Contract Administration 4<sup>th</sup> Floor, not later than 3:00 PM (local time) Friday, July 15, 2016.  
14.2 Proposals should be addressed to:

Vicky Conover, Contract Administration 4<sup>th</sup> Floor  
Oneida County Department of Social Services  
800 Park Avenue  
Utica, New York 13501

SECTION 15: PROPOSAL QUESTIONS:

- 15.1 Any technical questions relating to this request for proposals should be presented to:

Vicky Conover, Director of Administrative Services  
(315) 798-5084

SECTION 16: LIMITATIONS:

- 16.1 All information and materials submitted will become the property of Oneida County. Contractors should not submit proprietary or confidential business information unless the vendor believes such information is critical to its presentation. Such information should be clearly identified as such. Oneida County will protect such proprietary information only to the extent that the law allows.
- 16.2 This request for proposal does not commit Oneida County to award a contract or contracts or to pay any cost incurred in the preparation of a proposal in response to this request.
- 16.3 Oneida County reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with qualified contractors; or to cancel in part or in its entirety this request for proposal, if it is determined to be in the best interest of the County to do so.
- 16.4 Low bid does not necessarily guarantee award of bid. All factors are evaluated including ability to perform the service, knowledge, experience are also contributing factors.