

# Questions related to the Juvenile Justice Mobile Response Team RFP No.: 2012-04:

1. **Q: We understand that the screeners will be present during the YASI/RAI assessment phase and the Probation Officer will execute the line of questioning. However, a substantial amount of information will be required to complete the FULL YASI.**

**QUESTION:** Will the screeners be expected *to work with the Probation Officer* to collect the substantial amount of data required to complete the *full YASI during the 48 hour time frame allowed to deliver the results*, OR is just the Probation Officer responsible for the completion of the full YASI.

**A:** Any and all of the YASI and RAI assessments will be fully completed on site based on information provided by the parent, youth, and existing databases, which the Probation Department and Police Department have access to. Screeners will assist in gathering this information at this time. The 48 hour time frame is for a hard copy of the completed assessment to be delivered to the Albany Police Department by Albany County Probation for records purposes.

2. **Q: Is it expected that a parent/guardian will be present during the YASI/RAI assessments at the Police Station?**

**A:** It is expected that the parent/guardian will be present during the time of assessment.

3. **Q: Who is responsible for contacting the parents?**

**A:** The Albany Police Department will be responsible for contacting the parents.

4. **Q: Please describe the role of the Albany County Probation Team Leader. What are their duties?**

**A:** The Albany County Probation Team Leader will initiate the response of the JJMRT to a Juvenile Arrest by contacting the agency(s) involved. The Probation Officer will lead the JJMRT in administering the YASI as well as the RAI assessments. The Probation Officer will also have a voice during the discussion and recommendation of response for that Juvenile.

5. **Q: Will ALL juvenile arrests trigger a referral to the Mobile Response Team?**

**A:** Only arrests related to Juvenile Delinquency (JD) charges will trigger a referral for the JJMRT. These arrests may be initiated by Children and Family Services Unit Detectives or Street Officers. Juvenile Offender (JO) or PINS Warrant arrests will not trigger referrals.

6. **Q: Might APD decide to send youth to secure detention and by-pass the Mobile Response Team intervention?**

**A:** APD will not be able to by-pass the JJMRT assessment process for the above mentioned charges, but will be able to “override” a recommendation by the team. APD will have to justify this decision to override

- 7. Q: Can you provide some data related to the likelihood of multiple arrests for the same offense requiring more than one team to be dispatched, or, the likelihood of more than one arrest in the City occurring simultaneously on any given night requiring two teams to be available?**  
**A:** There are times when multiple respondents are arrested for the same charge and there are times when there may be a need for multiple teams to respond. Those situations will be handled on a case by case basis. Applicants to the RFP are encouraged to discuss how they would respond to such a situation.
- 8. Q: Who will provide the training and certification for the YASI and RAI? Will there be a cost associated with this training/certification?**  
**A:** Training and certification for the YASI and RAI assessments will not be required. The administration of these assessments will be performed by the Albany County Probation Officer on the team with the other members of the team present during the assessments.
- 9. Q: How long will it take for screeners to become “Trained and Certified?” Hours? Days?**  
**A:** Training for all screeners will be discussed once JJMRT the agency(s) is chosen.
- 10. Q: Are there any costs associated with this training and certification?**  
**A:** There will be no costs associated with the training.
- 11. Q: We request a one-week extension of the proposal date from April 18 to April 25, 2012 at 3:00pm. This request is being made on behalf of all prospective bidders.**  
**A:** A one week extension has been granted for all applicants for RFP 2012-04. Applications must be turned in on April 25, 2012 before 3:00pm to:  
Attn: Michelina C. Wojton,  
Assistant Corporation Counsel  
Corporation Counsel’s Office  
City Hall, Room 106  
24 Eagle Street  
Albany, New York 12207
- 12. Section 5.3 – The scope of services requires a response to a call within 30 minutes by personal appearance. We have several questions related to this section.**
- 12.1 Q: Is it expected that the parent/guardian will be present at this time?**  
**A:** It is expected that the parent/guardian will be present during the time of the assessment
- 12.2 Q: Is there an amount of time allotted for this assessment? The RFP indicates that anything over 3 hours must be justified by documentation. What form will this documentation take?**  
**A:** Based on the responsiveness of the youth and the parent/guardian it is anticipated that the time required to complete the assessment will vary widely among respondents. However, it is not anticipated that the assessment should last longer than 3 hours. Documented justification of longer assessment duration will be completed by hand on a form available at the Juvenile Unit of the Albany Police Station.
- 12.3 Q. Will space be available to the screeners to conduct their assessment?**  
**A:** All assessments will take place in the certified juvenile interview rooms located in the Juvenile Unit at the South Station of the Albany Police Department.

**13. Section 5.1c and Section 5.3 – Please clarify the “other response team member” that screeners communicate with regarding recommendations for the youth’s outcome. Section 5.3b indicates that the Albany County Probation Officer is the Team Leader.**

**13.1 Q: Will the Probation Officer be present at the police station during the screening?**

**A:** The Probation Officer will be present at the police station and execute the line of questioning for the assessments during the screening.

**13.2 Q: Will the Probation Officer be present at the police station when the screeners arrive?**

**A:** It is expected that Probation Officer will be present at the police station when the screeners arrive.

**13.3 Q: If neither is the case, how is it expected that the assessment outcomes will be transmitted to the Team Leader?**

**A:** N/A – Please see above.

**13.4 Q: What is the expected timeframe and method for the transmission of this information?**

**A:** N/A – Please see above.

**14. Q: Section 5.1c and Section 5.3. The minimum qualifications for screeners (a high school diploma and two years experience working with youth) do not seem to support the expectations of Section 5.3 regarding completion of the YASI and RAI recommendations for disposition of youth. Are we reading this correctly, or is a higher level of qualification required to provide JJMRT screening? The intent of this question is to be clear about the expectation for the level of knowledge and skill required for the assessment task.**

**A:** The Probation Officer, who is training and certified in administering the YASI and RAI assessments will be executing the line of questioning for the assessments since the Albany County Probation Department is the owner of the assessment. The JJMRT members will be present during the administering of these assessments and therefore have access to the data gained in order to make an informed recommendation regarding the youth’s outcome.

**15. Q: Section 5.3c – Following the recommendation made by the selected Proposer through screening of the youth with the YASI and RAI, what is the anticipated role and responsibility of the team in relationship to the outcome for the youth, such as follow up on recommendations for youth or monitoring of linkage to services for the youth?**

**A:** The team will not have a role in following-up on recommendations for the youth or linkages to services. All service referral and follow-up will be handled by the Youth Aide in Juvenile Unit of the Albany Police Department.

**16. Q: Section 7.1 - What is the bid ceiling for the “proposed total not to exceed cost”?**

**A:** Please provide a cost proposal pursuant to Section 7.2 of the RFP

**17. Q: Section 7.2 – Why are fringe benefits a non-reimbursable expense?**

**A:** Fringe benefits are a non-reimbursable expense as required the Department of Criminal Justice Services (DCJS) in their funding of this project.

**18. Q: Section 7.2 - Why are mileage expenses, tolls, and telephone systems considered non-reimbursable expenses?**

**A:** Mileage expenses, tolls, and telephone systems are non-reimbursable expenses as required the Department of Criminal Justice Services (DCJS) in their funding of this project.

**19. Q: Is there an expectation that the JJMRT screeners would be responsible for transporting youth home if the decision is made to release them to a parent/guardian?**

**A:** There is no expectation for a JJMRT screener to provide transportation for youth.

**20. Q: The RFP requests references. Please clarify. Does mean references for each *agency* submitting an application or, references for the identified *screeners*?**

**A:** The request for references is for each agency submitting an application.

**21. Q: Section 8.1 – Please provide a copy of a sample City of Albany Professional Services Agreement.**

**A.** Please see below:

AGREEMENT  
BETWEEN  
THE CITY OF ALBANY AND FOR THE PROVISION OF  
\_\_\_\_\_ CONSULTANT SERVICES

AGREEMENT made, effective the \_\_\_\_ day of \_\_\_\_\_, , by and between the City of Albany, New York, (hereinafter referred to as the "CITY") a New York municipal corporation with its principal place of business located at 24 Eagle Street, Albany, New York, 12207, and (hereinafter referred to as " ") with its office located at \_\_\_\_\_.

WITNESSETH

WHEREAS, the CITY issued a Request for Proposals (hereinafter referred to as the "RFP", which is incorporated herein and made a part hereof by reference) numbered and dated for the provision of \_\_\_\_\_ consultant services with respect to \_\_\_\_\_, and;

WHEREAS, submitted a Proposal (hereinafter referred to as the "Proposal", which is incorporated herein and made a part hereof by reference) dated , for the provision of said consultant services, and;

WHEREAS, the CITY has awarded the contract to provide the aforementioned consultant services,

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I. SCOPE OF SERVICES

1.1 \_\_\_\_\_ agrees to provide the services as set forth in the City's RFP....

ARTICLE II. TERM OF THE AGREEMENT

The term of this AGREEMENT will be \_\_\_\_\_, and will commence on \_\_\_\_\_ and expire on \_\_\_\_\_. The City will, however, have the right to terminate the agreement, with or without cause, upon thirty (30) days written notice. The City shall also have the option to extend the contract for \_\_\_\_\_, with Budget approval.

ARTICLE III. FEES

In consideration of the terms and obligations of this AGREEMENT, the CITY agrees to pay, and agrees to accept, the following fees for all of the work outlined under Article I of this agreement: \_\_\_\_\_ shall submit to the CITY itemized bills, properly executed claim forms, vouchers, and such other necessary information or supporting documentation as may be required by the CITY in order to process payment for fees. \_\_\_\_\_ agrees that no additional fees will be charged to the City of Albany without prior written consent by the CITY.

ARTICLE IV. RELATIONSHIP

\_\_\_\_\_ is, and will function as, an independent contractor under the terms of this AGREEMENT and shall not be considered an agent or employee of the CITY for any purposes.

ARTICLE V. LICENSURE & CERTIFICATION

\_\_\_\_\_ shall at all times obtain and maintain any and all licenses and certifications required by the State of New York to perform the services contemplated by this AGREEMENT.

ARTICLE VI. ASSIGNMENTS

\_\_\_\_\_ is, as per Section 109 of the New York General Municipal Law, prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this AGREEMENT, or of its right, title, or interest therein without the previous consent in writing of the CITY.

ARTICLE VII. INDEMNIFICATION

\_\_\_\_\_ agrees to defend, indemnify, and save harmless the CITY and its officers, employees and agents, from and against all claims, actions, causes of action, injuries, damages, losses, liabilities, and expenses (including, without limitation, reasonable attorney's fees and court costs) arising out of, or in consequence of, any negligent or intentional act or omission of \_\_\_\_\_ to the extent of its or their responsibility for such claims, actions, causes of action, injuries, damages, losses, liabilities, and expenses. The provisions of this Article shall survive any termination or expiration of this AGREEMENT.

ARTICLE VIII. INSURANCE

\_\_\_\_\_ shall procure and maintain throughout the term of this AGREEMENT, without any additional expense to the CITY the following insurance coverage, which must be issued by an insurer which is licensed to do business in the State of New York and which has an A.M. Best rating of not less than "A":

- (a) Workers' Compensation and Employer's Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
- (b) General Liability Insurance: A policy or policies of comprehensive general liability insurance with limits of not less than three million dollars (\$3,000,000.00) per occurrence.
- (c) Errors and Omissions Insurance: A policy or policies of errors and omissions insurance. Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A".
- (d) Automobile Liability Insurance: A policy or policies with limits of not less than \$1,000,000 for each accident because of bodily injury, sickness, or disease, including death at any time, resulting there from, sustained by any person caused by accident; and a policy or policies with limits of not less than \$1,000,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles.
- (e) Professional Liability Insurance: A policy or policies with limits of not less than \$1,000,000.

Each policy of insurance required shall be in form and content satisfactory to the City of Albany, and shall provide that:

- (a) The City of Albany is named as an additional insured on a primary and non-contributing basis.
- (b) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Albany.

- (c) The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Albany is given sixty (60) days written notice to the contrary.

No contract will be signed and no services shall be commenced pursuant to this AGREEMENT until \_\_\_\_\_ has delivered to the Corporation Counsel or his designee proof of issuance of all policies of insurance required by the Contract to be procured. If at any time any of said policies shall be or become unsatisfactory to the City, \_\_\_\_\_ shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of \_\_\_\_\_ to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the City, be forthwith declared suspended, discontinued, or terminated. Failure of \_\_\_\_\_ to procure and maintain any required insurance, shall not relieve \_\_\_\_\_ from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of \_\_\_\_\_ concerning indemnification.

#### ARTICLE IX. TERMINATION OF AGREEMENT

Notwithstanding any provisions of this Agreement, the City shall have the right at any time, with or without cause, to terminate this Agreement and the services contemplated by this Agreement on thirty (30) days written notice of such termination. In the event of such termination of this Agreement, the contract term set forth in Article II shall be changed accordingly and \_\_\_\_\_ shall be entitled to compensation for all services theretofore authorized and performed pursuant to this Agreement in accordance with Article III of this Agreement.

#### ARTICLE X. MODIFICATIONS

This AGREEMENT may only be modified by a formal written amendment executed by the CITY and \_\_\_\_\_.

#### ARTICLE XI. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, or paragraph of this AGREEMENT shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs thereof.

**ARTICLE XII. CONTRACT DOCUMENTS**

It is understood and agreed by the parties hereto that the following documents are incorporated into and form part of this AGREEMENT:

- i. The CITY's RFP numbered and dated ;
- ii. \_\_\_\_\_ Proposal dated \_\_\_\_\_.

In the event of any discrepancy, disagreement, or ambiguity among the documents referenced above, said documents shall be given preference in the following order to interpret and to resolve any such discrepancy, disagreement, or ambiguity:

- i. This AGREEMENT;
- ii. The CITY's RFP numbered and dated ;
- iii. \_\_\_\_\_ Proposal dated \_\_\_\_\_.

**ARTICLE XIII. NOTICES**

All notices required under this AGREEMENT shall be in writing and either hand-delivered or properly mailed by certified mail, return receipt requested, to the addresses set forth below:

City of Albany INSERT CONSULTANT ADDRESS  
Corporation Counsel's Office  
24 Eagle Street, Room 106  
Albany, New York 12207

**ARTICLE XV. GOVERNING LAW**

This AGREEMENT shall be governed by and construed according to the law of the State of New York. IN WITNESS WHEREOF, the parties hereto hereby execute this AGREEMENT and make it effective as of the day and year first written above.

THE CITY OF ALBANY CONSULTANT

\_\_\_\_\_  
Gerald D. Jennings, Mayor Name, Title

**NOTARY ACKNOWLEDGEMENT**

STATE OF NEW YORK )  
COUNTY OF ALBANY )SS.:  
CITY OF ALBANY )

On this \_\_\_\_ day of , , before me personally came Gerald D. Jennings, to me known and known to me to be the Mayor of the City of Albany, New York and the same person who executed the foregoing instrument; and he acknowledged that he executed the foregoing instrument on behalf of the City of Albany, New York as said Mayor pursuant to the authority vested in him

\_\_\_\_\_  
Notary Public  
STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ )SS.:  
CITY OF \_\_\_\_\_ )

On this \_\_\_\_ day of , , before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she is the individual described herein, and that he/she is duly authorized to bind \_\_\_\_\_ and which executed, the foregoing instrument and that he/she signed his/her name thereto.

\_\_\_\_\_  
Notary Public