

MONROE COUNTY REQUEST FOR PROPOSALS [RFP]

Employability Assessments for TANF and Safety Net Clients

Release Date: November 20, 2009

Response Deadline: January 8, 2010



Maggie Brooks
County Executive

Monroe County
Department of Human Services
Division of Social Services
691 St. Paul Street
Rochester, NY 14614
monroecounty.gov

NO RESPONSE FORM

If you choose not to respond to this Request for Proposals, please fax this form back to MONROE COUNTY at your earliest convenience, to the attention of:

Kim DeLuca
Monroe County Office of Purchasing & Central Services
200 County Office Building
Rochester, NY 14614
Fax (585) 753-1104

RFP Employability Assessments for TANF and Safety Net Clients

Company: _____

Address: _____

Contact: _____

Contact Phone: _____

Email: _____

Reason for No-Response:

Project capacity. _____

Cannot bid competitively. _____

Cannot meet delivery requirements. _____

Cannot meet specifications. _____

Do not want to do business with Monroe County. _____

*Other: _____

Suggested changes to RFP

Specifications for next _____

Request for Proposals. _____

*Other reasons for not responding might include insufficient time to respond, do not offer product or service, specifications too stringent, scope of work too small or large, unable to meet insurance requirements, cannot meet delivery or schedule requirements, etc

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SECTION 1 - INVITATION TO PARTICIPATE

1.1 Purpose

Monroe County is soliciting proposals from qualified agencies to perform employability assessments and related services. Prospective Respondents must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in Section 2 of this Request for Proposals (“RFP”).

In responding to this RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing the County comparable data submitted by other Respondents and, thus, be assured of fair and objective treatment in the County review and evaluation process.

It is the intent of the County, through the Department of Human Services, to enter into a pay-for-performance contract with two to three qualified entities for these services for a nine-month period beginning 4/1/2010. The County has the right to renew these contracts for up to four (4) additional one-year periods.

1.2 RFP Coordinator; Issuing Office

This RFP is issued for Monroe County. The RFP Coordinator, identified below, is the sole point of contact regarding this RFP from the date of issuance until the selection of the successful Respondent.

Kim DeLuca, Contract Management Coordinator
Monroe County Purchasing and Central Services
39 West Main Street, Room 200
Rochester, New York 14614
Phone: (585) 753-1137
Fax: (585) 753- 1104
Email: Kdeluca@monroecounty.gov

Only those Respondents who have registered and received a copy of this RFP via the County website at www.monroecounty.gov/bid/rfps will receive addenda, if issued.

1.3 Presentation and Clarification of the County's Intentions

As a result of this RFP, the County intends to enter into contracts with the selected Respondents to supply the services described in Section 2. However, this intent does not commit the County to award a contract to any responding Respondent, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so.

1.4 Time Line

The schedule of events for this RFP is anticipated to proceed as follows:

- ◆ This RFP will be distributed on November 20, 2009.
- ◆ All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the email address provided in Section 1 and received no later than 3:00 PM EST on December 4, 2009.
- ◆ All questions will be answered and documented in writing as an Addendum to the RFP. These will be sent out to all Respondents who received the original RFP on or before December 18, 2009.
- ◆ Final RFP submissions must be received by 3:00 PM EST on January 8, 2010 at the address shown in Section 3.1. The right to withdraw will expire on this date.

1.5 An Overview of the Organization

Monroe County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. Monroe County has a population of over 735,000 residents. The County is comprised of 19 towns, 10 villages and the City of Rochester, the third largest city in New York State.

Monroe County government, with a workforce of approximately 4,600 full and part-time employees, has an annual operating budget close to \$1 billion. County government provides a variety of services, including: public safety, health and human services, economic development, recreation, transportation and environmental services. Monroe County also owns and operates the Greater Rochester International Airport and leases and operates the Seneca Park Zoo.

Monroe County is a community of innovators on the cutting edge of scientific research and discovery; a community of entrepreneurs, home to some of the world's best-known brands and fastest growing companies; and, a community recognized for its leadership in arts, culture and higher education.

The Monroe County Department of Human Services ["MCDHS"] is comprised of child, youth, and adult development, welfare, and mental health services. Mandated and non-mandated offices, services and programs are organized under one leadership and organizational structure to optimize Monroe County's ability to meet and exceed required outcomes and core priorities: safety, self-sufficiency, healthy development, and effective and efficient utilization of limited resources. MCDHS is organized into three supervisory divisions: Child and Family Services; Financial Assistance; and Administration & Purchased Services.

The Financial Assistance Division is responsible for the delivery of Temporary Assistance, Food Stamps and Day Care. Additionally, it is responsible for ensuring

that only persons eligible for public assistance are provided such aid. This division also includes employment, domestic violence and managed health care services.

The Employment Services Unit administers the state work rules for public assistance clients who require appropriate applicants/recipients to seek work and/or participate in employability development programs. The work performed by this unit directly affects the public assistance caseloads. Employment services are also provided for Food Stamp applicants and recipients.

The MCDHS Employment Unit reports the following 3 year history of completed employability assessments:

Client Eligibility	2007	2008	Jan - Oct 2009 Actual	2009 Annualized Projection
Safety Net	1213	1746	1121	1345
TANF	3189	4165	2692	3230
Total Assessments	4402	5911	3813	4575

SECTION 2 – DETAILED SCOPE OF WORK

2.1 Definitions

MCDHS –	Monroe County Department of Human Services
SN –	Safety Net
SN MOE –	Safety Net Maintenance of Effort
TABE –	Test for Adult Basic Education
TANF –	Temporary Assistance to Needy Families
WRATS -	Waiting Room Appointment Tracking System
WTWCMS –	Welfare to Work Caseload Management System

2.2 Detailed Scope of Work

Targeted clients will be referred to the service providers from MCDHS SN and TANF case loads.

Task 1.1 Provider will conduct orientations for eligible referrals. Each orientation will begin with a verbal/visual presentation explaining the purpose and benefits of client participation in the assessment process. Topics to be covered include but are not limited to:

- MCDHS Employment Activity and Participation Requirements - Various work activity programs that supports career awareness, planning, training, job search keys, and how the work activity will match the long and short-term goals of the TANF and SN individuals, including the Work Experience Program, employment, part-time employment and the benefits of working.
- Transitional Benefits.
- Childcare Issues; Finding a Provider.
- Durational and Employment Sanctions
- The goal, purpose, and steps of an employability assessment.
- Expectations of TANF and SN individuals.
- Review the program allowances and compliance restrictions.

Deliverable: Informed TANF and SN clients.

Task 1.2 Provide feedback to MCDHS employment unit regarding client attendance.

Deliverable: Attendance data information is delivered to MCDHS Employment Unit within 48 hours.

Task 1.3 Testing for language and math proficiency - Clients who are able to read and write English, will be administered the TABE test in order to provide important information about each individual's skill and knowledge base as it relates to a variety of employment and vocational opportunities.

Exceptions from the testing process are:

- Clients who are unable to read and write English.
- Clients who have taken the TABE test within the last three months and scores are in the WTWCMS.
- Clients who have a current, signed medical statement exempting them from taking the test.

Deliverable: Test results to be used as part of the client assessment process.

Task 1.4 Utilizing the assessment guidelines provided by MCDHS and TABE test results, access the client's education, job skills and work history.

Deliverable: A client referral to the best suited, countable work activities.

Task 1.5 Enter all assessment data and employment plans for all clients into the WTWCMS.

Deliverable: New or updated electronic employment records for all MCDHS clients assessed.

Task 1.6 Submit completed hard copy assessment packets to MCDHS Employment Unit within 48 hours of completed assessments.

Deliverable: Complete hard copy assessment packets for MCDHS review.

SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS

3.1 Submission of Respondent's Proposal(s)

- A. Acceptance Period and Location:** To be considered, Respondents must submit a complete response to this RFP. Respondents not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected.

Sealed proposals must be received at the address below on or before 3:00 p.m. Eastern Standard Time, on January 8, 2010.

Kim DeLuca
Monroe County Purchasing and Central Services
39 West Main Street
Room 200
Rochester, New York 14614
kdeluca@monroecounty.gov

Refer to Section 3 for further detail regarding response formats and requirements. There will be no public opening of the proposals.

- B. Withdrawal Notification:** Respondents receiving this RFP who do not wish to submit a proposal should reply with the "No Response" form [page 2 of this RFP] to be received by the indicated contact on the form no later than the proposal submission date. This RFP is the property of Monroe County and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the Monroe County Attorney.
- C. Required copies:** Respondents must submit one (1) signed original Proposal and six (6) complete sets of the signed original. **Proposals should be clearly marked as "Proposal for Employability Assessments for TANF and Safety Net Clients"**. The Respondent is encouraged to respond electronically in addition to submitting hardcopies of its proposal as provided above. The Respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign proposals.
- D. Pricing Period:** For this RFP, the proposal must remain valid for a minimum of 120 days past the due date for receipt of RFPs.
- E. Economy of Preparation:** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.** All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Respondent complies" or "Respondent understands" should be avoided.

3.2 Response Date

To be considered, sealed proposals must arrive on or before the location, time and date specified in Section 3. 1. A. **Requests for extension of the submission date will not be granted.** Respondents mailing proposals should allow ample delivery time to assure timely receipt of their proposals

3.3 Clarification of RFP and Questions

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email** pursuant to instructions in Section 1 of this Request for Proposals. Questions and answers will be provided to all Respondents who have received RFPs and must be acknowledged in the RFP response. No contact will be allowed between the Respondent and any other member of the County with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Coordinator. Prohibited contact may be grounds for disqualification.

3.4 Addenda to the RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all that received the basic RFP. **An acknowledgment of such addenda, if any, must be submitted with the RFP response. Respondents will only receive notices of addenda by downloading the original RFP document via the Monroe County website at www.monroecounty.gov.**

3.5 Organization of Proposal

This section outlines the information that must be included in your proposal. Please respond with your information in the same order as the items in the section.

A. Transmittal Letter. Each response to the RFP should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Respondent to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the Respondent's contact person.

B. Table of Contents. Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.

C. Company Information. Provide information related to your company and any companies you are proposing to use as sub-contractors. Specifically address the following:

1. Year the company was organized.

2. Identification of company ownership.
3. Financial history of the company covering the last three years. Attach the most recent copy of your latest financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principals. Also include the following information: current balance sheet, statement of revenues and expenses, statement of cash flows, and appropriate notes to these documents.
4. Functions and location of your nearest regional office to Monroe County.
5. Anticipated growth of your organization including expansion of the client base and acquisitions

D. Experience. Provide information that clearly demonstrates your organization's prior experience and background (both business and technical) in engagements similar to this project. This section must include:

1. A list of all public sector clients in the State of New York, the dates of engagement for each client. Include the following information for each public sector client:
 - a. Name and address of the client;
 - b. Name and telephone number of contact person;
 - c. Summary of the savings and/or cost reductions obtained on behalf of the client as a result of your services.
2. Résumés for the key personnel to be involved in providing services to the County.
3. A statement indicating whether your proposed site is networked into the WTWCMS and your staff are trained on the system.

E. Respondent's proposal. Respondent must submit a detailed Project Narrative and Work Plan that describes:

- 1) its expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed;
- 2) how its proposed services and proposed work plan will meet the tasks and deliverables as described in Section 2 of this Request for Proposals;
- 3) any other surveys, questionnaires, screenings, tools, or tests the Respondent proposes in addition to the required TABE test;
- 4) any other employment programs and services in place that the Respondent offers that compliment its proposed assessment activities;
- 5) proposed quality control mechanisms that ensure a high level of

communication with MCDHS Employment Unit and WTCMS data entry within required time restraints, and quality and commitment to excellence;

6) monthly assessment service capacity based on proposed resources.

F. Cost Proposal. The current rate for completed assessments is \$255 per assessment. This will be a pay for performance contract with a maximum allowed cost per completed assessment of \$255 or less.

G. Insurance Certificates. Each Respondent must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in Section 4.13 of this RFP.

H. Exceptions to General Information for the Respondent. For all exceptions to Section 4, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the General Information for the Respondent", the section number of any requirement to which an exception is being taken and an explanation of their position.

I. Exceptions to the Standard Monroe County Contract. For all exceptions to the Standard Monroe County Contract, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the Standard Monroe County Contract," the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that new contract wording be proposed by the Respondent, but rather that the Respondent explain their position so that the conflict can be evaluated. If no exceptions are noted, the Respondent is presumed to have agreed with all sections of the standard contract.

J. Certification. Proposals should include a letter from an authorized corporate officer certifying the accuracy of the information provided and guaranteeing the proposed prices.

◆ **All prices and notations shall be written in ink or typed.**

◆ **The individual signing the Proposal must initial changes or corrections made to the Proposal.**

◆ **Corrections will not be permitted after the proposals have been opened.**

3.6 Method of Evaluation

A. Evaluation Committee: Selected personnel from Monroe County will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a recommendation for award.

B. Evaluation and Selection Criteria: All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Contractor with whom a contract may be signed. Evaluation of the proposals will consider several factors, each of which has an impact

on the relative success of the Respondent to provide the services as outlined in Section 2 of the Request for Proposals. Responses to this RFP will be evaluated according to the following criteria:

- ◆ Understanding of the Project
- ◆ Degree of Relevant Experience
- ◆ Technical Competence
- ◆ WTWCMS Experienced and System Networked
- ◆ Compliment of Employment Services Offered
- ◆ References/Previous History with MCDHS
- ◆ Capacity and Availability to Perform the Services
- ◆ Cost Proposal
- ◆ Local Office

C. Contract Approval Process: Respondents must be aware that any contract resulting from this request for proposals is subject to prior approval by the Monroe County Law Department. The County anticipates awarding this contract on or about April 1, 2010.

3.7 Oral Presentation

Respondents who submit a proposal may also be required to make an oral presentation of their proposal to the County. These presentations will provide an opportunity for the Respondent to clarify their proposal to ensure a thorough mutual understanding. At the same time, Monroe County is under no obligation to offer any Respondent the opportunity to make such a presentation.

3.8 Investigations

The County reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the Respondent's capability to fulfill the terms and conditions of the bidding documents and the anticipated contract. The County reserves the right to visit a prospective Respondent's place of business to determine the existence of the company and the management capabilities required to administer this agreement. The County will not consider Respondents that are in bankruptcy or in the hands of a receiver at this time of tendering a proposal or at the time of entering into a contract.

SECTION 4 - GENERAL INFORMATION FOR THE RESPONDENT

4.1 Reservation of Rights

The County reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Respondent proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the County. The County is not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of the County. If it is in its best interest to do so, the County reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Respondents. The Respondent selected will be chosen on the basis of greatest benefit to the County as determined by an evaluation committee.
- B. Negotiate contracts with the selected Respondents.
- C. Award a contract to more than one Respondent for any portions of this specification.

4.2 Contract Negotiation

Negotiations may be undertaken with those Respondents whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFP. The contract that may be entered into will be the most advantageous to the County, price and other factors considered. The County reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the County. Attached as RFP Appendix A is a copy of Monroe County's standard agreement which contains mandatory provisions.

4.3 Acceptance of Proposal Content

The contents of the proposal of the successful Respondent may become contractual obligations, should a contract ensue. Failure of a Respondent to accept these obligations may result in cancellation of the award.

4.4 Prime Responsibilities

The selected Respondent will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected Respondent will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, the County shall approve all subcontractors and will consider the selected Respondent to

be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.5 Property Rights

For purposes of this RFP and for the contract, the term “Work” is defined as all data, records, files, information, work products, discs or tapes developed, produced or generated in connection with the services to be provided by the Respondent. The County and the Respondent intend the contract to be a contract for services and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Respondent to be a work made for hire. In submitting a proposal in response to this RFP, the Respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the County.

The Respondent and the Respondent’s employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of the County. Any property or Work not specifically scheduled in the Contract, as property of the Respondent shall constitute property of the County.

In addition to compliance with the right to audit provisions of the contract, the Respondent must deliver to the County, no later than the twenty-four (24) hours after receipt of the County’s written request for same; all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Respondent’s failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the County, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of the County.

The Respondent will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the County.

4.6 Contract Payment

Actual terms of payment will be the result of agreements reached between Monroe County and the Respondent selected.

4.7 News Release

News releases pertaining to this RFP or the services to which it relates will not be made without prior approval by the County and then only in coordination with the County Department of Communications and Special Events.

4.8 Notification of Respondent Selection

All Respondents who submit proposals in response to this RFP will be notified by the RFP Coordinator of acceptance or rejection of their proposal.

4.9 Independent Price Determination

- A. By submission of a proposal, the Respondent certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:
- (1) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, with any other Respondent or competitor for the purpose of restricting competition; and
 - (2) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B. Each person signing the proposal certifies that:
- (1) He is the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to A (1) and (2) above; or
 - (2) He is not the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A (1) and (2) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to A (1) and (2) above.
- C. A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify 1 and 2 above.

4.10 Incurring Costs

Monroe County is not liable for any costs incurred by Respondents prior to the effective date of the contract.

4.11 Material Submitted

All right, title and interest in the material submitted by the Respondent as part of a proposal shall vest in Monroe County upon submission of the Respondent's proposal to Monroe County without any obligation or liability by Monroe County to the Respondent. Monroe County has the right to use any or all ideas presented by a Respondent.

Monroe County reserves the right to ownership, without limitation, of all proposals submitted. However, because Monroe County could be required to disclose proposals under the New York Freedom of Information Law (Public Officers Law §§ 84 – 90), Monroe County will, to the extent permitted by law, seek to protect the Contractor's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law § 87, Monroe County will deny public access to Respondents' proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Respondent's competitive position, provided the Respondent identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Respondent's competitive position.

4.12 Indemnification

The Respondent shall defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Respondent, its agents or employees, the provision of any products by the Respondent, its agents or employees, arising from any act, omission or negligence of the Respondent, its agents or employees, or arising from any breach or default by the Respondent, its agents or employees under the Agreement resulting from this RFP. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Respondent.

4.13 Insurance Requirements

The Respondent shall procure and maintain at his own expense until final completion of the work covered by the contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Respondent or by his subcontractors.

The successful Respondent shall furnish to the County a certificate or certificates of insurance in a form satisfactory to the Monroe County Attorney showing that he has complied with all insurance requirements set forth in the contract for services, that certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the County. Except for Worker's Compensation Insurance, no insurance required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

- A. **WORKERS' COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Respondent in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by him or by his subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Worker's Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.

- B. **LIABILITY AND PROPERTY DAMAGE INSURANCE** issued to the Respondent naming Monroe County as an additional insured, and covering liability with respect to all work performed by him under the Contract. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence, \$3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included:
 - Comprehensive Form
 - Premises-Operations
 - Products/Completed Operations
 - Contractual Insurance covering the Hold Harmless Provision
 - Broad Form Property Damage
 - Independent Consultants
 - Personal Injury

- C. **CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE** issued to the Respondent and covering the liability for damages imposed by law upon the said Respondent for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the agreement.

- D. **PROFESSIONAL LIABILITY INSURANCE** covering errors and omissions of the Respondent with minimum limits of \$3,000,000 per occurrence.

- E. **MOTOR VEHICLE INSURANCE** issued to the Respondent and covering liability and property damage on the Respondent's vehicles in the amount of \$1,000,000 per occurrence.

4.14 Proposal Certification

The Respondent must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the County must be borne by the Respondent. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Respondent.

All proposals shall be considered final when received.

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT shall be deemed to be dated as of the last date executed by a party hereto, by and between the **Monroe County Division of Social Services**, with offices at **111 Westfall Road, Rochester, NY 14620**, hereinafter referred to as the "**Division**" and _____ a corporation with offices at _____ hereinafter referred to as the "Contractor".

WITNESSETH

WHEREAS, the Division is desirous of obtaining the services of the Contractor to perform the scope of services set forth in Section 1 hereof, and

WHEREAS, the COUNTY issued a Request for Proposal ("RFP"), attached hereto as Contract Attachment "B", and

WHEREAS, the CONTRACTOR has submitted a proposal, attached hereto as Contract Attachment "C" dated, _____ to perform the requested services, and

WHEREAS, the Contractor is willing and able and qualified to perform such services,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. The term of this agreement shall be from _____ to _____. This contract may be terminated by either party upon 60 days written notice to the other party.
2. The Division hereby agrees to pay the Contractor a sum in full satisfaction of all expenses and compensation due the Contractor not to **exceed** _____ DOLLARS (\$ _____ .00) where expenses are charged to SAP A/C _____. Said sum shall be paid as follows:

In order to receive payment by the County for the sum(s) herein contracted for the Contractor must submit a properly completed and executed Monroe County claim voucher(s), supported with such information and documentation necessary to substantiate the voucher, approved by the COMMISSIONER of Monroe County Division of Social Services, or by his/her designee, and audited by the Controller of the County.

3. The Contractor hereby agrees to perform the services detailed in Attachment "C" for the Division.
4. The Division agrees to make payment in accordance with the terms established and designated in Attachment "D." Contractor agrees to comply with all of the

Division's applicable claiming practices and policies, and to submit claims in a timely manner only for services actually provided under the terms of this contract.

5. Contractor assures and agrees that it will fully perform the services described in this contract in accordance with generally accepted professional standards in a manner satisfactory to the Division. The Division reserves the right to evaluate the quality of services provided by Contractor and suspend or terminate the purchase of services from Contractor should Division determine such services are not being performed in accordance with the provisions of this contract. Nothing contained in this section however shall be construed to limit any other rights or duties of the parties of this contract to suspend or terminate this contract.
6. **The parties agree that the following attachments are part of this agreement:**

- ATTACHMENT A: Assurances and Certifications**
- ATTACHMENT B: Request for Proposal**
- ATTACHMENT C: Contractor's RFP Response**
- ATTACHMENT D: Reimbursement for Services**
- ATTACHMENT E: Debarment Certification**
- ATTACHMENT F: Federal Audit Compliance**
- ATTACHMENT G: Contractor's Insurance Certificates**

IN WITNESS THEREOF, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

Kelly Reed, Commissioner
Monroe County Division Of Social Services

FEDERAL ID #

**ATTACHMENT A
STANDARD ASSURANCES AND CERTIFICATIONS**

1. COMPLIANCE WITH LAW, REGULATION

If and so long as funds are programmatically available, the services furnished by the contractor to persons determined by the Division to be eligible and purchased by the Division shall be in accordance with applicable law and regulation as well as directives and standards prescribed by the Division and appropriate New York State Agencies and the Federal Government.

2. CONTRACTOR COOPERATION

Contractor agrees to cooperate with the Division, as may be required, so that the Division and appropriate New York State Agencies will be able to fulfill their function and responsibilities under applicable provisions of the Social Security Act and the Social Services Law and be able to meet all of the applicable requirements, both State and Federal pertaining thereto.

3. MONITORING CONTRACT/ACCESS TO RECORDS

The Contractor agree to maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. The Division will be monitoring Contractor's performance to ensure compliance with the contract. Designated representatives of Division, the State Department of Social Services, and the Federal Government shall have a right to monitor the provision of services under this agreement which includes having access at reasonable times and places to the Contractor's employees, reports, surveys, books, records, audits, case conferences and any other material relating to the cost or delivery of such services for inspection, review, or audit by State or County personnel and other personnel duly authorized by the Division, as well as by Federal personnel when Federal funds are being utilized in making payments to the Contractor. The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by the Division and duly authorized by the State Department of Family Assistance. The Contractor agrees to maintain and retain all program, fiscal and statistical records as prescribed by the Division for a period of six (6) years after delivery of service and final payment.

The Contractor shall provide to the Division copies of its certified public accountant prepared financial statements, prepared in accordance with generally accepted accounting principles, and management letter within ninety (90) days after the end of the Contractor's fiscal year.

The Contractor shall deliver monitoring reports to the Division in a manner prescribed by the Division.

A) HOUSING CONTRACTS

If this is a contract for housing, the following shall apply:

All Housing contracts

The Contractor shall submit a report to the Emergency Housing Coordinator of the Division within 10 days of the end of each month detailing the number of Division clients served in that month, including the number of actual beds days used.

Transitional Housing contracts

If this is a transitional housing contract, the Monroe County Division of Social Services shall approve in writing all requests for entry to the transitional housing provided from Contractor by assessing the client and notifying the Contractor in writing prior to assuming payment for said client.

Additionally, Contractor shall submit to Emergency Housing Coordinator of the Division a monthly status report on each client within ten (10) business days of the close of each month.

The Division shall determine the appropriate length of stay for each client and shall inform Contractor of a departure date for the client to exit the transitional housing.

The report shall also include submitting an independent living plan and monthly updates on client progress towards goals for those in Transitional Housing.

Contractor shall not be reimbursed for clients **admitted to the Contractor's transitional housing facility prior to the written approved date or for clients** remaining in the transitional housing beyond the departure date established by the Division.

B) PREVENTIVE SERVICES CONTRACTS

If this is a preventive services contract, the Contractor shall submit a report to the Manager of Child and Family Services of the Division within 10 days of the end of each month detailing the number of Division clients served in that month, including the number of service units utilized.

C) FOSTER CARE

If this is a foster care contract, the Contractor shall submit a report to the Manager of Child and Family Services of the Division within 10 days of the end of each month detailing the number of Division clients served in that month, including the number of bed days utilized.

4. **AUDIT**

The Division will be auditing Contractor's performance to ensure compliance with the contract. Auditing will include site visits by the Division of its designated representatives to review financial records requested among other records. The Division will give 10 business days notice to contractors if selected for auditing. The Contractor will provide all records requested by the Division and/or the auditing firm to complete the auditing.

At the completion of the audit, the Contractor shall prepare a corrective action plan to address each finding included in the current year's audit report. The corrective action plan shall provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the Contractor does not agree with the findings or believes corrective action is not required, then the corrective action plan shall include an explanation and specific reasons. This plan shall be submitted within 30 days from the date of the report.

5. AUDIT REMEDIES

Contracts will be renewed only when all prior audit findings have been satisfactorily closed. Utilization of this remedy shall not foreclose the Division from any other remedies that it may have.

6. BUDGET

~~A budget prepared in accordance with the electronic form developed and provided by the Division is to be delivered to the Contracts Office of the Purchasing and Central Services unit of Monroe County in the form and time frame prescribed by the County.~~ The budget line items shall provide sufficient detail to determine the cost and quantity of services to be delivered. The budget submission shall include supporting information, including a program narrative. Budgets shall be submitted to the electronic address specified by the Division. G/M overhead is capped at 15% of personal services, if applicable.

~~Certain costs shall be unallowable charges to any Division contract. These unallowable costs shall include, but not be limited to, the following:~~

- ~~• Advertising/marketing costs~~
- ~~• Alcoholic beverages~~
- ~~• Bad debts~~
- ~~• Contributions/donations~~
- ~~• Fundraising activities~~
- ~~• Legal costs relating to any lawsuits~~
- ~~• Staff travel/meetings/conferences~~
- ~~• Entertainment costs~~
- ~~• Fines/penalties~~
- ~~• Personal use of goods or services~~
- ~~• Building and land improvements (including leasehold improvements)~~

7. FAIR HEARINGS

Contractor acknowledges that eligible individuals receiving services under this contract may be entitled to request a Fair Hearing to appeal matters relating to the provision of services. Contractor agrees to cooperate and participate in the Fair Hearing process as directed by the Division or appropriate New York State Agencies, consistent with applicable law and regulation, regarding services provided under this contract. Such cooperation and participation shall include, but not be limited to, providing testimony, reports, records and documents at, and in preparation for Fair Hearings, aid continuing in appropriate cases, and compliance with Fair Hearing decisions.

8. SUBCONTRACTS/ASSIGNMENT

The Contractor shall not enter into subcontracts for services to be provided through this contract without the Division's written permission. In the event a subcontract is permitted by the Division, the Contractor remains responsible for the performance of the subcontractor and the form and substance of the subcontract shall be consistent with 18 NYCRR Part 405, if applicable. This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred conveyed, sublet or disposed of without the previous consent, in writing of the Division.

9. CONFIDENTIALITY/HIV-RELATED INFORMATION

The Division and the Contractor shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information including, but not limited to, 18 NYCRR 357 and each agrees not to allow examination of records or disclose information, except that examination of records by the District and/or the New York State Department of Health and/or the State Department of Family Assistance agency as may be necessary to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the District's requirements and obligations under law will be allowed.

The parties acknowledge that contractors authorized to have access to confidential child protective service information, are authorized under SSL §422.4 (A)(q) to re-disclose child protective service information, including records, reports or other information only when necessary for the establishment or implementation of a plan of service for a child or a child's family and only to preventive service agencies or other persons or agencies identified by the Division as providing services to the same child or family, or pursuant to specific client consent or court order.

Contractors, their staff, employees, members or agents, who, in providing services under this contract are likely to have, obtain or receive health history information related to an individual who has been diagnosed as having AIDS or an HIV-related illness or an HIV infection or laboratory tests performed on an individual for HIV-related illness, hereby agree and represent that they have developed and implemented procedures which:

- A) Ensure the protection of such health history;
- B) Inform such staff, employee, members or agents, to whom confidential HIV-related information is disclosed, of the penalties and fines for re-disclosure in violation of State Law and regulation, in accordance with 18 NYCRR, Part 403 and Public Health Law § 2782; and
- C) Require that any disclosure of confidential HIV-related information must be accompanied by a written statement as follows:

"This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making

any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient for further disclosure."

10. LICENSES, CERTIFICATIONS, AND PERMITS

The Contractor shall procure and keep in effect for the duration of the Agreement all licenses, certifications, or permits required by the Federal government, New York State or local governments and, where applicable, shall post such licenses, certifications, or permits in a prominent place, as required.

11. ANTI-DISCRIMINATION

The Contractor agrees that in carrying out its activities under the terms of this Agreement that it shall not discriminate against any person due to such person's age, race, color, creed, disability, sex, national origin, sexual orientation, genetic disposition, or carrier status and that at all times, it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Sections 290-301 of the Executive Law of the State of New York, as well as the Civil Rights Act of 1964.

12. RENEGOTIATION

The parties agree to re-negotiate this Agreement in the event that the Federal Department of Health and Human Services or appropriate New York State Agencies, issue new or revised requirements binding on the Division as a condition for receiving continued Federal or State reimbursement.

13. AMENDMENT

This Agreement may be amended whenever determined necessary by the Division and the Contractor. All amendments must be in writing, duly signed by both parties and be annexed to the Contract.

14. WRITTEN CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist, or to bind any of the parties hereto.

15. PROFESSIONAL STANDARDS/SUSPENSION

The Contractor assures and agrees that it will fully perform the services described in this contract in accordance with generally accepted professional standards, and in a manner satisfactory to the Division. In the event that such services are not performed in accordance with the provisions of this section, the Division, in addition to any other available remedies, may suspend the operation of the services herein at any time during the term of the Agreement by giving at least ten (10) days written notice to the Contractor of the suspension date, and the reason therefor. Any such suspension continuing for a period of sixty (60) consecutive days shall constitute a termination of the Agreement.

16. TERMINATION

This Agreement may be terminated at any time upon sixty (60) days written notice by either party to the other party, without incurring any penalty on account of such termination.

Notwithstanding the provisions of the above paragraph, the Division may terminate this agreement immediately upon written notice to the Contractor upon the happening of any of the following:

- A) Funding for the services to be performed under this contract is terminated, modified or curtailed.
- B) The Contractor becomes bankrupt, insolvent or makes an assignment for the benefit of creditors.
- C) The Contractor violates any of the terms and conditions of this agreement, or any relevant statute or regulation.
- D) The Division determines that the services performed by Contractor do not adequately meet the standards of quality as prescribed by State and Federal governments.

17. ACCREDITATION

The Contractor represents and warrants to the County and Division that it and its employees is duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

The Contractor further assures that all professional staff are qualified for their positions and all educational records and other credentials are genuine and on file. The records are to include but not limited to proof of: academic degrees, continuing education transcripts, state certifications, and professional licenses.

18. INDEPENDENT CONTRACTOR

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself in accordance with such status, that its individual members, directors, officers, employees and agents are not and shall not hold themselves out or claim to be officers or employees of Monroe County or the Division or make 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 Workmen's Compensation, New York State Disability Benefits coverage, or retirement membership or credits or to any rights accruing to County's employees.

19. INSURANCE

The Contractor will at its own expense, obtain and maintain policies of insurance during the term of this agreement. The policies shall include the following: standard Workers' Compensation Insurance and statutory New York State Disability Benefits Insurance, or its equivalent; comprehensive general liability insurance (including, without limitation, contractual liability) covering bodily injury and property damage, with limits of liability in the amount of \$1,000,000 or more for each occurrence and an aggregate of \$3,000,000; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury and property damage. Original certificate evidencing such coverage and indicating that such coverage will not be canceled or amended in any way without ten (10) days prior written notice to the Division, shall be delivered to the Division before final execution of this Agreement and original renewal certificates conforming to the requirements of this section shall be delivered to the Division at least sixty (60) days prior to the policy expiration date. Contractor's insurance shall provide for and name the **County of Monroe** and the **Monroe County Division of Social Services** as additional insured. All policies of insurance shall be issued by companies in good financial standing, duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the Division.

20. INDEMNIFICATION

Notwithstanding the limits of any policy of insurance provided by the Contractor, pursuant to this Agreement, the Contractor agrees to indemnify and hold harmless Monroe County and the Division, their officers, employees and agents, and, at the request of the County and/or the Division, defend the County and the Division, their officers, employees, and agents against any and all claims, judgments, costs, awards, liability, loss, damage, suit and expense of any kind (including attorneys fees or costs of litigation) which may be incurred by the County and/or the Division, their officers, employees or agents by reason of or in consequence of the fault, failure, omission or negligence of the Contractor, its agents, officers, members, directors or employees, including any misrepresentation or breach of warranty made herein, or the failure of Contractor to carry out its duties in connection with this Agreement. The Contractor shall not be required to indemnify the County or the Division for any damage or loss arising from any negligent acts or omissions or willful misconduct of such County entities or personnel.

21. FEDERAL SINGLE AUDIT

SEE APPENDED ATTACHMENT REGARDING FEDERAL SINGLE AUDIT* COMPLIANCE

*with respect to FEDERAL SINGLE AUDIT documents (as described in OMB Circular A-133 Audit of Expenditures under Federal Grants, Contracts and Other Agreements)....please note, mail one (1) audit report to each of the following:

**Monroe County Internal Audit Unit Services
402 County Office Building
39 West Main Street
Rochester, NY 14614**

AND

**Monroe County Purchasing & Central
200 County Office Building
39 West Main Street
Rochester, NY 14614**

22. NOTICE OF JOB VACANCIES

The contractor recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.

- 23.** The contractor agrees to notify the County when the contractor has or is about to have a job opening for a full time position within Monroe County or any contiguous county. Such notice shall be given as soon as practicable after the contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience).

Notice shall be given in writing to:

**Employment Coordinator
Monroe County Department of Human Services
691 St. Paul Street, Room 535
Rochester, NY 14605
Telephone #: (585) 753-6322
Fax #: (585) 753-6308**

The contractor recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the contractor's job requirements and the individual's qualifications for the job, as determined by the contractor.

If the contractor is a local municipality within Monroe County, the following subparagraph (e) should be added:

If the contract is a local municipality within Monroe County, said municipality shall be subject to the above subparagraphs, except that said municipalities shall not be required to give notice where the position is subject to a published civil service list.

24. LOBBYING

As required by Section 1352, Title 31 U.S.C., and implemented at 34 CFR Part 82, Sec. 82.105 and 82.110, the Contractor certifies that:

No Federal appropriated funds will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the Contractor shall complete and submit Federal Standard Form 111, DISCLOSURE FORM TO REPORT LOBBYING, in accordance with its instructions.

25. DEBARMENT AND SUSPENSION

SEE APPENDED ATTACHMENT REGARDING DEBARMENT CERTIFICATION

26. DRUG-FREE WORKPLACE

As required by the Drug-Free Workplace Act of 1988, and implemented at 40 CFR Part 32, the Contractor certified that it will provide a drug-free workplace by:

Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

Establishing an ongoing drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace.
- The contractor's policy of maintaining a drug-free workplace.
- Any available drug counseling, rehabilitation, and employee assistance program.
- The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace.

Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph a.

Notifying the employee in the statement required by paragraph a., that as a condition of employment under this contract, the employee will:

- Abide by the terms of the statement.

- Notify the employer in writing of his or her conviction for a violation of a criminal drug statute **occurring in the workplace** no later than five calendar days after such conviction.

Notifying, in writing within 10 calendar days after having received notice under subparagraph d from an employee or otherwise receiving actual notice of such conviction, the Division.

Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d., with respect to any employee who is so convicted:

- Taking appropriate personnel action against such an employee, up to and including termination including termination, consistent with the requirements of the Rehabilitation Act of 1973, or
- Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by an appropriate agency.

Making a good faith effort to continue to maintain a drug-free workplace through the above steps.

27. PROPERTY REQUIREMENTS

The Contractor agrees that all property with a useful life of more than two years and a cost of \$500 or more, purchased in connection with this Agreement becomes the property of the DIVISION and is subject to all Federal and State regulations governing such property.

The Contractor agrees to provide the Division with copies of receipts for the purchase of all such equipment.

The Contractor agrees to notify the Division in writing upon the loss, theft, or damage of any such equipment.

The Contractor agrees that within 45 days of the termination date of this Agreement, or upon request of the Division, all such equipment in the possession of the Contractor will be delivered to the Division.

28. CHILD ABUSE/STATE REGISTRY REQUIREMENTS

The Contractor agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

The Contractor understands that Sections 413-420 of the Social Services Law requires that Physicians, Registered Nurses, Social Services Workers, Day Care Center Workers, Child Care Workers, Mental Health Professionals and Psychologists report cases of suspected child abuse or maltreatment to the Local Register (461-5690) or to the New York State Child Abuse and Maltreatment Register (1-800-342-3720) when they have reasonable cause to suspect that a child coming before them in their professional capacity is an abused or maltreated child. When such a person is required to report under this title, he shall immediately notify the person in charge of such agency who

shall then become responsible to report or cause reports to be made. Persons, officials or institutions participating in good faith making a report, taking photographs or removing or keeping a child pursuant to the law shall have immunity from any liability that may result. Any such person, official or institution who willfully fails to report suspected child abuse or maltreatment shall be guilty of a Class A misdemeanor and shall be civilly liable for damages.

The Contractor understands that the Division is required by New York State Law and Administrative Directive 86-43 to have individuals (e.g. applicants for employment, employees, volunteers, consultants, and other providers of service, etc.) who will have the potential for regular and substantial contact with children, to be screened through the New York State Child Abuse Registry. The Contractor agrees to cooperate with the Division in order for the Division to meet the requirements of 86 ADM-43, including but not limited to, having individuals as noted above complete form DSS-3370 and to submit such forms to the Division. Upon being notified that an individual is the subject of an indicated report, the Division shall follow the provisions of 86 ADM-43 regarding making use of that individual's services.

29. TITLE TO WORK

The title to all work performed by the Contractor and any unused material or machinery purchased by the Contractor with funds provided by the Division in order to accomplish the work hereunder shall become legally vested to the Division upon the completion of the work required under this agreement.

No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or any other purpose without the prior written approval of the Division. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the Division and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

30. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT

The Contractor acknowledges and agrees that usage of any computer hardware, computer software and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules and regulations.

31. BACKGROUND CHECKS

Contractor remains, at all times during the term of this Agreement, responsible for the actions or inactions of its volunteers, agents and servants providing services pursuant to this Agreement. Such responsibility includes conducting criminal and other background checks for all such persons prior to said service.

Rev. 01/18/08

CONTRACT ATTACHMENT B
REQUEST FOR PROPOSAL DOCUMENT

CONTRACT ATTACHMENT C

CONTRACTOR'S RESPONSE

**ATTACHMENT D
REIMBURSEMENT FOR SERVICES**

1. In consideration of the actual services to be performed by the Contractor pursuant to this Agreement, the Division agrees to pay, and the Contractor agrees to accept payments **not to exceed** _____ **DOLLARS (\$XXXXXX,000)**. Payment under this Agreement is conditional upon the continued availability of State funds for this purpose and upon continued availability of funding appropriated by the County Legislature for this purpose. Should such funds become unavailable or the Monroe County Department of Social Services Budget fail to approve sufficient funds to complete this program according to the amount set forth in this paragraph, the Department may terminate this Agreement in accordance with the provisions of **Attachment A, Section 16**, and the Contractor shall be relieved of any obligation to continue program activities beyond the period for which funds shall have actually been allocated.
2. The total amount payable under this Agreement shall not exceed the lesser of (a) actual expenses incurred during the contract term or (b) the contract ceiling specified in Paragraph 1.
3. The Contractor shall submit a standard Monroe County Claim Voucher monthly in a form satisfactory for payment to the Division. All vouchers for payment under this Agreement shall include all documentation specified by the Division to ensure that the Contractor has complied with the provisions of this Agreement. Vouchers must be received by the Division within thirty [30] days of services delivered.
4. The Department agrees to pay the Contractor for actual expenses incurred based upon the submission of a claim voucher, which is to be directed to **XXXXXXXXXXXXXXXXXXXX, 111 Westfall Road, Rochester, NY 14620** where it will be initialed and dated prior to forwarding for payment.
5. Neither claims for periods of time not expressly included under this Agreement or any amendment hereto, nor claims made against an amendment prior to approval of said amendment by the Division shall be considered proper claims for payment. In addition, the Division will not process a voucher unless, and until, this Agreement is approved by the Director.
6. The Contractor shall submit the final voucher within thirty (30) days of the completion or termination date of this Agreement. Vouchers submitted after the thirty (30) day deadline will be subject to non-payment.
7. The Division agrees to pay the Contractor for services provided on behalf of fulfilling this Agreement, in accordance with Paragraph 1.
8. The Contractor agrees that no part of any submitted claim will have previously been paid either by the State or by any other funding source.

9. The Contractor agrees that funds received from other sources for specific services already paid for by the Division shall be reimbursed to the Division.
10. Notwithstanding any other provisions of this Agreement, in no event shall the Division's liability for payment under this Agreement exceed the amount set forth in Paragraph 1.

ATTACHMENT D
DEBARMENT CERTIFICATION

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

**ATTACHMENT F
Federal Audit Compliance**

Compliance with Federal Single Audit Act: In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A- 102, A-110 and A-133, and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

Of the amount specified in § ____ of this Agreement, _____ Dollars (\$_____) of such amount or _____ percent (____%) of such amount, is being passed-through the County from the United States Government under the following:

Award Name: _____
Award Number: _____
Award Year: _____
Name of Federal Agency: _____
Catalog of Federal Domestic
Assistance (CFDA) Number: _____
The Award [] is [] is not related to Research and Development.

If on a cumulative basis the Contractor expends Five Hundred Thousand and no/100 Dollars (\$500,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

**Monroe County Internal Audit Unit
402 County Office Building
39 West Main Street
Rochester, New York 14614**

AND

**Purchasing & Central Services
200 County Office Building
39 West Main Street
Rochester, New York 14614**

Right of Inspection and Audit: The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this Agreement.

Survival of Right of Inspection and Audit: The County's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this Agreement.

CONTRACT ATTACHMENT G

INSURANCE CERTIFICATES