

# **MONROE COUNTY REQUEST FOR PROPOSALS [RFP]**

## **Outreach and Wellness Initiative Services for the Elderly**

Release Date: October 28, 2011

Response Deadline: November 30, 2011



**Maggie Brooks**  
*County Executive*

Monroe County Office for the Aging  
Monroe Community Hospital  
435 E. Henrietta Road  
Room 1FE16  
Rochester, NY 14620  
[monroecounty.gov](http://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:**

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

**Outreach and Wellness Initiative Services for the Elderly**

**RFP**

**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 (“the County”) is soliciting proposals for Respondent(s) to provide outreach and wellness initiative services for the Monroe County elderly, age 60 and older. Prospective Respondents must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in 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.

Pending final approval from the Monroe County Legislature, the County’s objective is to enter into an agreement, the length of which is defined in Section 3.5.F, with the option to renew for two (2) additional one-year terms.

### **1.2 RFP Coordinator; Issuing Office**

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

Meagan Brennan  
Monroe County Purchasing and Central Services  
39 West Main Street  
Room 200  
Rochester, New York 14614  
Fax: (585) 753- 1104  
Email: mbrennan@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](http://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 a contract with the selected Respondent 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; (b) award one or more contracts to one or more qualified Respondents if necessary to achieve the objectives of this RFP and 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 October 28, 2011.

- ◆ 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 November 4, 2011.
- ◆ All questions will be answered and documented in writing as an Addendum to the RFP, and posted on the County web site. These will be sent out to all Respondents who received the original RFP on or before November 10, 2011.
- ◆ **Final RFP submissions must be received by 3:00 PM EST on November 30, 2011** at the address shown in Section 3.1. The right to withdraw will expire on this date and time.

## **1.5 An Overview of the Organization**

The County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. The 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. The County also owns and operates the Greater Rochester International Airport and Seneca Park Zoo.

The 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.

## **SECTION 2 – SCOPE OF WORK**

### **2.1 Overview**

An annual requirement put forth by the New York State Office for Aging (NYSOFA) towards local Area Agencies on Aging Departments such as the Monroe County Office for the Aging (MCOFA) is the expectation to produce an Annual Area Plan. An integral component of the MCOFA annual plan is the Service Needs Assessment. MCOFA must gather a variety of information from an array of sources in order to initiate its needs assessment. Examples of sources utilized include, but are not limited to the following: community feedback from older adults and their family caregivers, advisory groups such as appointed members of the *Council for Elders*, historical data, most recent demographic data, public hearings, focus groups, as well as an analysis to identify potential service delivery gaps. MCOFA then synthesizes information gathered through a comprehensive analysis, which becomes the main source document utilized in generating its Service Needs Assessment included in its annual area plan submitted to NYSOFA for review and approval. The completed Annual Area Plan results in providing an array of responsive services such as transportation, in-home services, home delivered meals, adult day care, respite, and information & assistance, as well as outreach efforts and health promotion or wellness initiative services, as listed in this RFP.

The Office for the Aging is seeking an entity (or entities) to provide efficient and cost-effective outreach services, and as a result, wellness initiative services to older adults, age 60 and over, that reside in Monroe County. These services are funded by New York State (NYS) via the Community Services for the Elderly Program (CSE), and augmented by partial Title IIIB Federal dollars. CSE is a New York State funding stream which allows for community-based, supportive services to frail, low-income elderly that need assistance to maintain their independence at home. CSE functions as a NYS block grant program that enables localities to determine specific unmet needs and shape the way the delivery system is organized to respond, providing considerable flexibility within the general parameters of CSE's intent and goals. Title III of the Older Americans Act, as Amended in 2006, requires State and Area Agencies on Aging to provide for the establishment and maintenance of Information and Assistance Services in sufficient numbers to assure that all older persons within the Planning and Service Areas of respective Area Agencies on Aging will have reasonably convenient access to such services. Given the limited amount of funding, Applicants are encouraged to link with existing services in the aging services delivery system to more effectively meet program goals.

### **2.2 Detailed Scope of Work**

Listed below are the services as they are currently provided through established programs. Respondents may propose other programs that are similar, and which reflect the services and requirements listed in this RFP. The County reserves the right to select multiple Respondents, if it so chooses, to provide these services. Potential Respondents are encouraged to respond to one or both of the components below, indicating the program(s) for which it is submitting a proposal.

#### **A. Older Adult Outreach Services**

Outreach services are activities initiated by the Area Agency on Aging (AAA) or its subcontractors for the purpose of identifying potential clients (or their care givers)

and encouraging their use of existing services and benefits. This includes face-to-face or telephone contact between a worker and an individual. The successful applicant will be expected to play an integral role for MCOFA by conducting a variety of community outreach efforts throughout Monroe County. This community outreach may result in identifying service gaps which are reported back to MCOFA. MCOFA uses this information to improve upon County-wide service delivery by incorporating these reports into its annual plan's updated service needs assessment.

Gathering information from, and presenting to, a group of older adults, or to seniors in a one-to-one setting, may result in addressing an individual's need for specific services. This is deemed as additional information and assistance units provided. One-to-one contacts with an older adult typically result in a referral to address an identified need or service that the person may benefit from via other MCOFA funded programs. The outreach services are expected to gather information that will, in turn, assist the wellness initiative program.

The desired outcome of a referral for an older adult to receive identified support services made within the Aging Services Network creates a ripple effect, which allows the older adult to remain living independently in their own home. Recent results of older adult surveys indicate that this is the ideal preference for the majority of older adults. In addition, community based services such as outreach programs play a major role in preventing the premature institutional entrance into traditional higher levels of care, such as skilled nursing facilities, which in turn lowers overall health care costs that benefit the community of Monroe County as a whole.

As a result of this RFP, the Outreach Program will:

1. Enable the older adult to remain in their homes and participate in family and community life;
2. Reduce the reliance on institutional care;
3. Provide cost-effective, non-medical services, which includes documentation of measurable results;
4. Enable access to necessary information and support;
5. Provide ongoing Outreach efforts throughout program year to older adults in group settings such as area senior centers, civic groups, clubs, walking groups and other congregate settings where older adults reside.
6. Provide ongoing one-to-one Outreach efforts as requested.

Currently, there are of approximately 6400 unduplicated older adults, age 60 and over, who are provided Elderly Community Outreach Information and Assistance Services. The current number of service units provided annually, defined by the New York State Office for the Aging as one contact, is approximately 15,400. The MCOFA's intent through this RFP is for these numbers to be met or exceeded.

## **B. Older Adult Wellness Initiative Services Program**

Wellness Initiative/Health Promotion Services are services and activities that foster good health and quality of life, increase awareness and understanding of healthy lifestyles, promote chronic disease prevention and management and promote physical and mental health. The Wellness Initiative/Health Promotion Services include but are not limited to:

- Medication management to prevent incorrect medication and adverse drug reactions (required)
- Routine health screenings such as vision, diabetes, bone density and nutrition
- Evidence-based health promotion programs
- Medicare preventive services such as education programs on the availability, benefits, and appropriate use of preventive health services
- Preventive nutrition services such as nutrition counseling and education
- Physical fitness programs
- Home injury control services such as screening home environments and education programs on injury and falls prevention at home
- Mental Health services such as screening for depression, provision of educational activities.

The Older Adult Wellness Initiative Services Program has two distinct community-based direct services for older adults, age 60 and over. Each program and its respective funding allocation are identified separately, but will be awarded to one Respondent.

### **1) Older Adult Addiction Reduction Program**

Alcohol and medication use and misuse among older adults is one of the fastest growing health problems facing our country, and is largely unnoticed and under-treated. Though most people over 65 don't use illegal drugs, almost one in five older adults misuses alcohol and prescription drugs, and the number will continue to rise. Health care providers often overlook substance misuse and abuse among older adults for many reasons. Symptoms of substance abuse in older adults can look similar to symptoms of other common medical and behavioral disorders (such as diabetes, dementia, and depression). In addition, older adults, like many others, may feel shame or guilt about their use and misuse of alcohol and medicine, and may be reluctant to seek help for what they consider a private matter. Family members of older adults with substance use problems also may be ashamed of the problem. If an older adult, family member or caregiver does not bring up the subject with the doctor, the problem may not get addressed.

Misuse of alcohol and medications can more greatly affect older adults than younger adults due to the way aging changes the body. Alcohol use by older adults can present the following risks:

- Speed up the normal decline in functioning that occurs with age;
- Increase the risk for falls, injury, and disability related to balance problems; and,
- Trigger or worsen certain medical conditions.

Use of prescription medicines is a result of the chronic diseases that older adults face. Some elderly take up to 10 different medicines a day. It is not uncommon to make mistakes in how much medicine to take or how often to take it. Using alcohol with certain medications can cause problems. Some symptoms related to errors or interactions with alcohol include:

- Confusion and difficulty thinking,
- Extreme daytime sleepiness,
- Depression, and
- Heart irregularities.

## **Goals, Objectives and Expectations for the Older Adult Addiction Reduction Program:**

The goal of the Older Adult Addiction Reduction Program is to provide health promotion, information and assistance via in-home support, using a risk reduction model, to improve the health, safety and functioning of older adults with substance abuse issues. If at any time the service provider determines client to be a danger to self or others, the provider must contact Monroe County Adult Protective Services immediately.

All units of service provided to client will be entered into the MCOFA designated electronic reporting system on a quarterly basis. Service units provided to each client are based upon program's allowable service unit definition(s) as indicated and referenced below. For reporting purposes, all case management-like services provided to client(s) should be recorded in MCOFA designated database as *Information and Assistance and/or Health Promotion*, based upon the client services provided.

Currently, there are approximately 100 unduplicated older adults, age 60 and over, who are annually provided Information, Assistance and Health Promotion Services within the Older Adult Addiction Reduction Program. The definition of one service unit provided, defined by the New York State Office for the Aging as one contact for Information and Assistance, and as one group or individual session for Health Promotion, is approximately 1180 units. The MCOFA's intent through this RFP is for these numbers to be met or exceeded

## **2) Older Adult Mental Health Promotion and Assistance Program**

The Older Adult Mental Health Promotion and Assistance Program aims to improve symptoms of depression in older adults in the community and to provide information and assistance to home-bound elderly.

The Task Force on Community Preventive Services recommends depression care management at home for older adults with depression on the basis of strong evidence of effectiveness in improving short-term depression outcomes.

These results were based on a systematic review of all available studies that met review criteria by a team of specialists in systematic review methods, and experts in research, practice, and policy from the Department of Psychiatry and Behavioral Sciences, University of Washington School of Medicine.

Interventions to reduce depression among older adults include home-based depression care management. Home-based depression care management involves:

- Active screening for depression
- Measurement-based outcomes
- Trained depression care managers
- Case management / assistance
- Patient education via health promotion and assistance
- Access to community based mental health providers

Depression outcomes include response rates (50% reduction in depression scores), remission (no longer meeting diagnostic criteria), and changes in depression scale scores.

**Goals, Objectives and Expectations for the Older Adult Mental Health Promotion and Assistance Program:**

The initial goal of the Older Adult Mental Health Promotion and Assistance Program is to reduce or stabilize symptoms of depression in older adults in the community and to “reach out” to underserved older adults (over age 60) in the community and improve their depression and anxiety symptoms, thereby decreasing the likelihood of escalation and the need to access emergency services.

The secondary goal of this Program is to provide a home assessment via an evidence based “Depression Screening Instrument,” along with a short-term care plan to provide time limited in-home geriatric mental health information and assistance to older adults age 60 or older residing in Monroe County, that are homebound, live alone and have limited family or social supports available to assist them in seeking professional mental health services available within the community.

Clients must not be receiving mental health services from any other community agency, unless primary physician has provided written and signed orders indicating service as necessary, while receiving information and assistance of similar services from provider. In order to receive services from a MCOFA sponsored provider, the client must lack the wherewithal, or be resistant in seeking out existing mental health treatment services available to them, and which they are eligible to receive reimbursable expenses from, if such services are rendered.

The selected Respondent must provide a coordinated effort for any perceived anticipated ongoing mental health services a client may need upon the completion of 6 provider home visits. In order to serve the majority of older adults deemed most appropriate to receive this in-home service, the maximum number of in-home visits per client/per year shall not exceed 8 visits. Prior to the completion of the home visits, the provider must notify client’s informal family caregiver or main contact person listed on initial intake form, that the client will be discharged from receiving additional visits from provider after the completion of sixth visit. If client lacks informal family caregiver or main contact listed on initial intake form is unavailable, subcontractor must notify client’s primary care physician prior to discharging client from services, to report client discharge status, and request the client’s primary care provider refer client to a mental health community provider if physician deems it as necessary. If provider determines client to be a danger to self or others, the provider must contact Monroe County Adult Protective Services immediately.

All units of service provided to client will be entered into the MCOFA designated electronic reporting system on a quarterly basis. Service units provided to each client are based upon program’s allowable service unit definition(s) as indicated and referenced below. For reporting purposes, all case management like services provided to client(s) should be recorded in MCOFA designated database as *Information and Assistance and/or Health Promotion*, based upon the client services provided.

Currently, there are approximately 50 unduplicated older adults, age 60 and over, who are annually provided Information, Assistance and Health Promotion Services within the Older Adult Mental Health Promotion and Assistance Program. The current definition of one service unit provided, defined by the New York State Office for the Aging as one contact for Information and Assistance, and as each participant or attendee in a group or individual session for Health

Promotion, is approximately 450 units. The MCOFA's intent through this RFP is for these numbers to be met or exceeded.

### **2.3 Targeted Areas**

The Annual Area Plan includes demographic data also assists in identifying and prioritizing targeted service areas where higher concentrations of seniors reside. The most recent preliminary data derived from the 2010 census indicates that Monroe County's senior population has seen an increase of 3.88% amongst all counties within New York State. The selected Respondent will target low-income areas located within the city of Rochester, with a specific emphasis in areas with a high concentration of low-income minority populations such as those within the zip codes of 14605, 14608, 14611, 14619 and 14621. Special attention should also given to the "inner ring" suburbs surrounding the city proper which historically have the highest percentage of seniors, such as Irondequoit, Brighton, and Greece. In addition, areas that also indicate an increasing growth of senior residents, such as the towns of Pittsford, East Rochester, Perinton, Gates, Webster and Penfield, should also be targeted.

### **2.4 Additional Information**

Monroe County Office for Aging will monitor the programs to ensure all services provided by the selected Respondent(s) comply with the contract agreement.

As appropriate, recognition of the United States Administration on Aging, New York State Office for the Aging and Monroe County Office for the Aging is required in all program/service brochures, flyers and other printed materials.

#### Voluntary Contributions for Services

Individuals receiving these services may not be charged a fee. However, they must be offered the opportunity to make a voluntary contribution, through both verbal and written communication. A variety of methods may be used, including distribution of a suggested rate, a sliding scale for contributions, and reminders to those who can afford to contribute. Individuals must also be offered the opportunity to contribute anonymously if they wish. All funds received from client contributions will be utilized to provide additional services to older persons.

#### Reporting Requirements

Electronic reporting via the Office for Aging's designated reporting system and the County's *ContractHQ* electronic contract management system will be required of the selected Respondent. This includes generating monthly and quarterly reports, annual self-evaluations, and program assessments as required by the Office for the Aging in order to measure the effectiveness and impact of the program. Reports may include performance measures, outcome objectives, number of people served including demographics, and units provided. A subscription fee of \$30.00 per month, per user, to use the Office for Aging's designated reporting system will be incurred and paid for by the selected Respondent.

## 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 as being non-responsive.

Sealed proposals must be received at the address below on or before 3:00 p.m. Eastern Standard Time, on November 30, 2011.

Meagan Brennan  
Monroe County Purchasing and Central Services  
39 West Main Street  
Room 200  
Rochester, New York 14614  
Email address: mbrennan@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 the 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 five (5) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for Outreach and Wellness Initiative Services for the Elderly."** 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 the Proposal.
- 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 the instructions in Section 1 of this RFP. 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 Respondent 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 Respondents that received the original RFP. **An acknowledgment of such addenda, if any, must be submitted with the RFP response. Applicants will only receive notices of addenda by downloading the original RFP document via the Monroe County website at [www.monroecounty.gov](http://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. 501(c) (3) organizations must submit their most recent Form 990.

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
6. Any conflicts of interest that may affect the County's potential selection of or entering into an agreement with, your organization, i.e. your organization currently holds an agreement with the County for other services, a relative of any employee if the Respondent is a member of the selection committee, etc.

**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. Approximate annual budget;
  - c. Name and telephone number of contact person;
  - d. 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.

**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) proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.

**Respondents must also complete and submit with their proposal Appendix B, Program Application of this RFP in order to detail any information which may not be listed in their proposal.**

**F. Cost Proposal 1: Older Adult Outreach Services.** Respondents must detail the proposed method of compensation for the service(s). Pending the availability of funding, the County anticipates awarding approximately \$149,340 for Elderly Community Outreach Services per contract term. Contract terms for this service runs from April 1 through

March 31, a 12month term. The selected Respondent will be required to provide a minimum of \$49,780 in ongoing matching funds.

**Cost Proposal 2: Older Adult Wellness Initiative Services.** Respondents must detail the proposed method of compensation for the service(s). Pending the availability of funding, the County anticipates awarding approximately \$85,000 for Older Adult Wellness Initiative Services per contract term. Contract terms for this service run from January 1 through March 31, a 15 month term. Funding and matching dollar amounts for each service are as follows: **The Older Adult Addiction Reduction Program** will have an approximate allocation amount of \$25,000, with a minimum match requirement of \$8,334. The **Older Adult Mental Health Promotion and Assistance Program** will have an approximate allocation amount of \$60,000, broken down as follows: \$50,000, in CSE funding, with minimum match requirement of \$16,667, and \$10,000 in Title IIIB funding with minimum match requirement of \$1,112.

- 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.

### **3.6 Method of Evaluation**

- A. Evaluation Committee:** Selected personnel from the 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 Respondent with whom a contract may be signed. Responses to this RFP will be evaluated according to criteria that the County

deems pertinent to these services, which may include, but may not be limited to, the following:

- ◆ Proposed Fees
- ◆ Understanding of the Project
- ◆ Degree of Relevant Experience
- ◆ Technical Competence
- ◆ References
- ◆ Capacity and Availability to Perform the Services
- ◆ Local Office
- ◆ Other pertinent criteria

**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 Legislature and the Monroe County Law Department.

### **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, the 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 RFP contract document. The County reserves the right to visit a prospective Respondent's place of business to verify 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 the 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.

### **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 the Standard Monroe County Contract which contains mandatory provisions.

**Negotiations do not include further revisions to the mandatory provisions depicted in Appendix A.** Respondents must take exception as instructed in Section 3.5.I. if necessary. Any exceptions will be evaluated by the Monroe County Law department prior to proposal rating.

### **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. The awarded respondent will be required to provide Monroe County with a *Word* version of its final proposal.

### **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 included 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) They are the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated and will not participate in any action contrary to A (1) and (2) above; or
  - (2) They are 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 A (1) and (2) above.

#### **4.10 Incurring Costs**

The County is not liable for any costs incurred by Respondent 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 Respondent'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 Respondent's 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 their 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 their subcontractors.

The successful Respondent shall furnish to the County a certificate or certificates of insurance in a form satisfactory to the 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 Workers' 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 them or by their 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 Workers' 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 and \$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 Respondents
- 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 Contract.
- D. PROFESSIONAL LIABILITY INSURANCE covering errors and omissions of the Respondent with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate coverage.
- 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.

**APPENDIX A**  
**SAMPLE STANDARD MONROE COUNTY CONTRACT**

*The County contemplates that, in addition to all terms and conditions described in this RFP, final agreement between the County and the selected Respondent will include, without limitation, the terms contained in this Appendix A, Standard Monroe County Contract.*

*Respondents should note that, at a minimum, all the contractual provisions included in the sample contract herein will automatically be deemed part of the final Contract. Although such provisions will govern all proposals as submitted, the County may later amend such provisions. The sample contract is included so that all proposals will be governed by the same contractual terms*

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between MONROE COUNTY, a municipal corporation, with offices at 39 West Main Street, Rochester, New York 14614, hereinafter referred to as the "COUNTY", and \_\_\_\_\_ with offices at \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR".

**WITNESSETH:**

**WHEREAS**, the County is desirous of obtaining the services of the CONTRACTOR to perform the scope of work set forth in Section 1 hereof, and

**WHEREAS**, the COUNTY issued a Request for Proposal ("RFP"), and

**WHEREAS**, the CONTRACTOR has submitted a proposal, dated \_\_\_\_\_, to perform the requested services, and

**WHEREAS**, the County Legislature of the County of Monroe by Resolution Number \_\_\_\_ of 20\_\_, authorized the County Executive, or her designee, to enter into a contract for services as hereinafter described, and

**WHEREAS**, the CONTRACTOR is willing, 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:

**I. SCOPE OF SERVICES**

The Contractor shall perform the following services for the County:

A.

B.

**II. TERM OF CONTRACT**

The term of this Agreement shall be for the period of \_\_\_\_\_ through \_\_\_\_\_.

This Agreement shall remain in effect for the period specified above, unless it is terminated by either party hereto, upon 30 day's prior written notice sent by registered or certified mail to the County's \_\_\_\_\_ Director or the Contractor. This notice shall be sent to the respective party at the addresses first above set forth or at such other address as specified in writing by either party. Upon termination of this Agreement, the Contractor shall have no further responsibility to the County or to any other person with respect to those services specified in this Agreement. Upon termination of this Agreement, the County shall be obligated to pay the Contractor for services only performed through the date of termination. Following such payment, the County shall have no further obligations to the Contractor under this Agreement.

### **III. PAYMENT FOR SERVICES**

The County agrees to pay the Contractor, and the Contractor agrees to be paid, a sum in full satisfaction of all expenses and compensation due the Contractor not to exceed \_\_\_\_\_ (\$\_\_\_\_\_).

Payment by the County for the sum(s) herein contracted for shall be made upon the submission of properly executed Monroe County claim vouchers, supported with such information and documentation necessary to substantiate the voucher, approved by the County's Director of \_\_\_\_\_, or by his/her designee, and audited by the Controller of the County.

The County may audit records relating to expenses for services provided by the Contractor pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement.

The Contractor shall prepare and make available such statistical and financial service and other records requested by the County. These records shall be subject at all reasonable times to inspection, review or audit by the County, the State of New York and other personnel duly authorized by the County. These records shall be maintained for the period set forth in the State regulations.

### **IV. AMENDMENTS**

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

### **V. INSURANCE**

The Contractor will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Workers' Compensation and Disability Insurance, if required by law; professional liability and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage; 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 certificates evidencing such coverage and indicating that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the County, shall be delivered to the County before final execution of this Agreement and original renewal certificates conforming to the requirements of this section shall be delivered to the County at least sixty (60) days prior to the expiration of such policy or policies of insurance. The Contractor's general liability insurance shall provide for and name Monroe County as an additional insured. All policies shall insure the County for all claims arising out of the Agreement. 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 County.

If any required insurance coverage contain aggregate limits or apply to other operations of the Contractor, outside of those required by this Agreement, the Contractor shall provide Monroe County with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords Monroe County. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

## **VI. INDEMNIFICATION**

The Contractor 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 Contractor, its agents or employees, the provision of any products by the Contractor, its agents or employees, arising from any act, omission or negligence of the Contractor, its agents or employees, or arising from any breach or default by the Contractor, 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 Contractor.

## **VII. INDEPENDENT CONTRACTOR**

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of Monroe County nor make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Workers' Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations

imposed on the employer of personnel. The County shall have no responsibility for any of the incidences of employment.

#### **VIII. TITLE TO WORK**

- A. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder shall become legally vested to the County upon the completion of the work required under this Agreement. The Contractor shall obtain from any subcontractors and shall transfer, assign, and/or convey to Monroe County all exclusive, irrevocable, or other rights to all work performed under this Agreement, including, but not limited to trademark and/or service mark rights, copyrights, publication rights, distribution rights, rights of reproduction, and royalties.
- B. No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or for any other purpose without the prior written approval of the County. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the County and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

#### **IX. EXECUTORY NATURE OF CONTRACT**

This Agreement shall be deemed executory only to the extent of the funding available and the County shall not incur any liability beyond the funds annually budgeted therefore. The County may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

#### **X. NO ASSIGNMENT WITHOUT CONSENT**

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the County.

#### **XI. 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 Section \_\_\_\_ of this Agreement, \_\_\_\_\_ (\$\_\_\_\_\_) of such amount or \_\_\_\_\_ (\_\_\_\_%) 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  
401 County Office Building  
39 West Main Street  
Rochester, New York 14614

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.

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.

**XII. RIGHT TO INSPECT**

Designated representatives of the County shall have the 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, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

**XIII. JOB OPENINGS**

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.

The Contractor agrees to notify the County when the Contractor has or is about to have a job opening within Monroe 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  
Room 535  
691 St. Paul St.  
Rochester, New York 14605  
Fax: (585) 753-6322  
Telephone: (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.

#### **XIV. NON-DISCRIMINATION**

The Contractor agrees that in carrying out its activities under the terms of the Agreement that it shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, 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 Section 290-301 of the Executive Law of the State of New York.

#### **XV. CONTRACTOR QUALIFIED, LICENSED, ETC.**

The Contractor represents and warrants to the County 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.

#### **XVI. CONFIDENTIAL INFORMATION**

- A. For the purpose of this Agreement, "Confidential Information" shall mean information or material proprietary to the County or designated as "Confidential Information" by the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the County. The Confidential Information includes, but is not limited to, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the County. Confidential Information also includes any information described above which the County obtained from another party which the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of the Confidential Information.

##### **1. Scope of Use**

- a. Contractor shall not, without prior authorization from Monroe County, acquire, use or copy, in whole or in part, any Confidential

Information.

- b. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who have executed a confidentiality agreement with the County, have a need to know such Confidential Information, and who have been authorized by Monroe County to receive such Confidential Information.
- c. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of Monroe County.
- d. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Confidentiality Agreement.

## **2. Nature of Obligation**

- a. Contractor acknowledges that the County, because of the unique nature of the Confidential Information, would suffer irreparable harm in the event that Contractor breaches its obligation under this Agreement in that monetary damages would be inadequate to compensate the County for such a breach. The parties agree that in such circumstances, the County shall be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the County.

## **XVII. GENERAL PROVISIONS**

This Agreement constitutes the entire Agreement between the County and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of law principles.

## **XVIII. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

## **XIX. 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, including County policies and procedures.

**XX. MISCELLANEOUS**

The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, State and Local laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the last day and year written below.

**COUNTY OF MONROE**

By \_\_\_\_\_  
Maggie Brooks  
County Executive

**CONTRACTOR**

By \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
Contractor's Federal ID Number or  
Social Security Number

State of New York )  
 ) ss:  
County of Monroe )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared MAGGIE BROOKS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signatures on the instrument, the individual(s), or the person upon behalf of which the individual acted, executed the instrument.

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

State of New York )  
 ) ss:  
County of Monroe )

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

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

**SAMPLE CONTRACT APPENDIX A  
CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND RESPONSIBILITY**

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.

Date: \_\_\_\_\_

\_\_\_\_\_  
[Print Name of Contractor]

By: \_\_\_\_\_  
[Print Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Print Title/Office]

**APPENDIX B**  
**PROGRAM APPLICATION**

Respondents must complete this detailed Program Application and attach it to their proposal.  
An electronic version of this Appendix may be obtained by email request to  
mbrennan@monroecounty.gov.

**Name of Respondent:** \_\_\_\_\_

1. Specify the primary and secondary outcomes and indicators that this program addresses. These outcomes and indicators must be supported by **Outcome Objectives** and **Performance Measures**.

**Primary Outcomes** \_\_\_\_\_  
\_\_\_\_\_

**Indicators** \_\_\_\_\_  
\_\_\_\_\_

**Secondary Outcomes** \_\_\_\_\_  
\_\_\_\_\_

**Indicators** \_\_\_\_\_  
\_\_\_\_\_

2. **PROGRAM GOAL**

*Program goal should communicate in a sentence what your program seeks to accomplish. This provides the basis from which specific, measurable objectives are subsequently derived. A program goal contains three elements:*

1. Intended Effect
2. Identified Need
3. Key Constituency

**Program Goal:** \_\_\_\_\_

3. **PERFORMANCE PROJECTIONS AND PREVIOUS OUTCOMES**

You may include up to three (3) Outcomes for each program area, please list primary Outcome first.

3a. **Outcome Objective**

**3b. Performance Section**

<b>Indicator of Success:</b>				
xxxxxxxxx	Projection of people served			
Time Frame				
Total No. of Participants				
# Successful				
% Successful				

**3c. Performance Measure**

Measurement instrument—provide name (if applicable) & brief description and explain how it will be used and how often, (you may include a copy instrument as an attachment).

**3d. Analysis & Plans for Continuous Program Improvement**

Describe how you will incorporate ongoing program improvements as part of service delivery.

**4. TARGET AREA**

Monroe County

**5. PROGRAM DESCRIPTION**

The response to each item below should be clearly identified. This narrative should not exceed four (4) pages.

**5a. Program Narrative**

1. Identification of site
2. Staffing pattern
3. Hours and days of operation
4. Number of days of operation per year
5. Please identify agency experience in electronic data collection, reporting and analysis, and explain how this will be carried out for program.

**5b. Outreach & Identification**

Describe approaches that will be used for outreach and identification of older adults who may be in need of services. **Please include specific plans to reach low income and low income minority populations.**

Include:

1. Where outreach activities will occur.
2. How outreach will be conducted.

**5c. Intervention and Supports**

Describe the types of treatment services and supports to be provided to older adult participants (and their informal family caregivers if applicable).

**5d. Linkage & Coordination**

Explain how this program will coordinate and integrate with other community based services available in community.

**5e. Experience**

Describe your agency's experience in providing services, specifically:

1. as a senior services provider
2. Involvement in collaborative or partnership projects

**6. Estimated projection and demographics of people served.**

Total number (unduplicated count) of persons age 60+ to be served by this program:

\_\_\_\_\_

<b>FROM LINE 1.A above, PLEASE INDICATE:</b>	<b>State the minimum NUMBER of Persons to be served:</b>	<b>State the minimum PERCENTAGE of Persons to be served:</b>
a. Total Served		
b. Demographic Characteristics: of the total on line a, how many are:		
Low Income Levels		
1) Low Income		
2) Low Income Minority		
3) Frail/Disabled		
4) Age 75+		
5) Age 85+		
6) Live Alone		
c. Racial/Ethnic Characteristics: of the total on line a, how many are:		
1) Amer. Ind./Als. Native		
2) Asian		
3) Black, not Hispanic		
4) Nat. Haw./Pac. Is.		
5) Hispanic or Latino		
6) White		

**Caregiver Information IF APPLICABLE** (If not applicable to this proposal, do not complete)

**2A. Projected Characteristics of Caregivers**

	Caregivers Serving the Elderly				
	Total	Under 60	60-74	75-84	85+
<b>a. Total</b>					
1) Female					
2) Male					
<b>b. Rural</b>					
<b>c. Caregivers by Ethnicity</b>					
1) Hispanic or Latino					
2) Not Hispanic					
<b>d. Caregivers by Race</b>					
1) American Ind./Als. Native					
2) Asian					
3) Black, not Hispanic					
4) Nat. Haw./Pac. Is					
5) White					

**2B. Caregiver Relationships**

	Caregivers Serving the Elderly				
	Total	Under 60	60-74	75-84	85+
1) Husband					
2) Wife					
3) Son/Son-in-Law					
4) Daughter/Daughter in law					
5) Other Relative					
6) Non-Relative					

Estimated total number (unduplicated count) of persons to be served by this program: \_\_\_\_\_

**7. Source Documents**

Please submit items listed below with your application

1. An organizational chart showing all functional units of the agency. Identify which unit(s) will conduct the activities described in this application.
2. Job descriptions for each position funded under this program. Include:
  - Title
  - General description of duties and the minimum acceptable experience, training, skills and abilities necessary to satisfactorily perform responsibilities.
3. A copy of all program Measurement Instruments and Surveys

## APPENDIX C BUDGET PROPOSAL

Respondents must complete this detailed Budget Proposal to the best of their ability and attach it to their proposal.  
An electronic version of this Appendix may be obtained by email request to mbrennan@monroecounty.gov.

<b>Program:</b> _____	<b>Contract/Program Period:</b> _____
<b>Contractor:</b> _____	_____
<b>Address:</b> _____	<b>Monroe County Vendor #:</b> _____
_____	<b>Contract Reference #:</b> _____
_____	<b>Federal CFDA #:</b> _____
<b>Contact:</b> _____	<b>Phone/E-mail:</b> _____
_____	_____

### Budget Summary Form

1.	Personnel	
2.	Fringe Benefits	
3.	Equipment	
4.	Travel	
5.	Maintenance & Operations	
6.	Other Expenses	
7.	Contractual	
8.	Food/Meals	
9.	Purchase of Service	
10.	<b>Total Program Budget (Lines 1 to 9)</b>	
11.	Anticipated Income	
12.	<b>Net Total (Line 10 minus 11)</b>	
13.	Subcontractor Match	#DIV/0!
14.	<b>MCOFA Funds (Line 12 minus 13)</b>	
15.	<b>Other Resources</b> <i>(do not include in Budgetary Information above)</i>	-

**APPENDIX C  
BUDGET PROPOSAL**

**Program:** \_\_\_\_\_

**Period:** \_\_\_\_\_

**1. Personnel:**

**Amount**

**Chargeable**

<i>Name, Title</i>	<i>Annual Salary/Hourly Rate</i>	<i>Hrs./week, % Applicable</i>	
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*(For additional employees, attach a separate page or use the Personnel Roster Form)*

**Total Personnel:** \$ -

**2. Fringe Benefits:**

*Composite Percentage:* \_\_\_\_\_

F.T. \_\_\_\_\_

P.T. \_\_\_\_\_

**Total Fringe Benefits:** \_\_\_\_\_

**3. Equipment:**

*(Itemize for each item > \$1,000 ea)*

	<b>Qty.</b>	<b>Unit Cost</b>	<b>Total</b>
> \$1,000. ea.	_____	_____	_____
< \$1,000. ea.	_____	_____	_____

**Total Equipment:** \$ -

**4. Travel:**

**Mileage:** *Include parking allowances* Rate/mile: \_\_\_\_\_

**Conferences:** *Include Registration Fees, Lodging, Meals, etc.*

**Total Travel:** \$ -

**5. Maintenance & Operations:**

**Rental of Space:**

Location/Owner: \_\_\_\_\_

Square Footage: \_\_\_\_\_

Annual Rent: \_\_\_\_\_

Rate/ Sq. Ft. \_\_\_\_\_

Janitorial Services: \_\_\_\_\_

Utilities: \_\_\_\_\_

**Total Rental of Space:** \$ -

**Communications:**

Postage: \_\_\_\_\_ Telephone: \_\_\_\_\_

Other: \_\_\_\_\_

**Total Communications:** \$ -

**Printing & Supplies:**

Printing: \_\_\_\_\_ - Supplies: \_\_\_\_\_

Other: \_\_\_\_\_

"Equipment" < \$1,000 ea. \_\_\_\_\_

**Total Printing & Supplies:** \$ -

**Other Maint. & Operations:**

Liability Insurance: \_\_\_\_\_ Other: \_\_\_\_\_

Information Tech Services: \_\_\_\_\_

Duplicating/Photocopying: \_\_\_\_\_

**Total Other Operations:** \$ -

**Total Maintenance & Operations:** \$ -

**APPENDIX C  
BUDGET PROPOSAL**

Program: \_\_\_\_\_ 0 \_\_\_\_\_ Period: 0 \_\_\_\_\_

**6. Other Expenses:**

Audit: \_\_\_\_\_ Other: \_\_\_\_\_  
 Memberships: \_\_\_\_\_  
 Subscriptions: \_\_\_\_\_  
 Training, Education: \_\_\_\_\_

**Total Other Expenses: \$ -**

**7. Contractual:**

**Service Units Unit Cost**

Vendor: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Total Contractual: \$ -**

**8. Food/ Meals: (if applicable)**

Supplemental Food Items: \_\_\_\_\_  
 \_\_\_\_\_

**Total Food: \$ -**

**9. Purchase of Service:**

**Units Unit Cost**

Description: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Total Purchase of Service: \$ -**

**11. Anticipated Income:**

Participant Contributions: Units: \_\_\_\_\_ Rate/ \_\_\_\_\_  
 Other Income & Donations: \_\_\_\_\_

**Total Anticipated Income: \$ -**

**13. Subcontractor Matching Funds:**

Source: \_\_\_\_\_  
 \_\_\_\_\_

**Total Subcontractor Match: \$ -**

**14. Monroe County Office for the Aging Funds:**

*(if applicable, Federal CFDA #:)*

Source: \_\_\_\_\_  
 \_\_\_\_\_

**Total MCOFA Funds: \$ -**

**15 Other Resources: (Do Not Include as part of the MCOFA Program Budget)**

Source: \_\_\_\_\_  
 \_\_\_\_\_

**Total Other Program Resources: \$ -**