

Monroe County



Maggie Brooks
County Executive

REQUEST FOR QUALIFICATIONS

Emergency/On-Call Personal Computer Programming Services

October 20, 2006

Monroe County

Department of Human Services

Division of Social Services

NO RESPONSE FORM

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

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

Title of RFQ Emergency/On-Call PC Programming Services
Company: _____
Address: _____

Contact: _____
Contact Phone: _____

Reason for No-Response*: _____
Project capacity. _____
Cannot quote competitively. _____
Cannot meet delivery requirements. _____
Cannot meet specifications. _____
Do not want to do business with Monroe
County Department of Human Services. _____
Other: _____

Suggested changes to RFQ _____
Specifications for next _____
Request for Qualifications. _____

*Reasons for not responding might include insufficient time to respond, do not offer product or service, unable to meet specifications, bid specs 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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PURPOSE AND OBJECTIVE:

Monroe County is seeking qualifications from qualified individuals or entities to provide emergency/on call personal computer ["PC"] programming services and support for locally developed applications in use within the Monroe County Department of Human Services [MCDHS] located at 111 Westfall Road. Respondents must demonstrate proven knowledge and experience to contract with Monroe County for these services. The County's objective is to ensure that PC application development and maintenance of daily operational PC applications in support of the Monroe County Department of Human Services.

As a result of this Request for Qualifications ("RFQ"), Monroe County intends to enter into a contract with one selected individual or entity beginning on or about January 1, 2007. The contract will be for a one-year term, renewable for up to four additional one-year terms. The County has budgeted up to \$24,000 for this position in 2007 at the rate not to exceed fifty [\$50] per hour. Payment will be rendered for actual work performed only and must be supported by monthly work logs that include: date, number of hours and services provided.

RFQ COORDINATOR; ISSUING OFFICE:

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

Thomas Kirkpatrick, Systems Support Group Supervisor
Department of Human Services, Division of Social Services
111 Westfall Road, Room 216
Rochester, NY 14620
thomas.kirkpatrick@dfa.state.ny.us
585-753-6500
585-753-6521

TIMELINE

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

- ◆ This RFQ will be distributed on October 20, 2006.
- ◆ All requests for RFQ clarification must be submitted in writing to the RFQ Coordinator at the address provided in Section 1 and received no later than 3:00 PM EST on October 27, 2006.
- ◆ All questions will be answered and documented in writing as an Addendum to the RFQ. These will be sent out to all Vendors who received the original RFQ on or before November 3, 2006.
- ◆ Final RFQ submissions must be received by 3:00 PM EST on November 10, 2006 at the address shown below. The right to withdraw will expire on this date.

Kim De Luca
Monroe County Office of Purchasing & Central Services
200 County Office Building
39 West Main Street
Rochester, NY 14614

COUNTY'S RIGHTS AND INTENTIONS:

The County shall have the right at any time to withdraw this RFQ, to issue amendments or addenda thereto, to issue a new RFQ, to extend or otherwise change any deadlines or time periods, to reject all or any proposals received, to interview all, any or none of the firms so responding, to invite any firm specifically to respond to this RFQ, or to award one or more or no contracts for the provision of all or any portion of the services described herein on such terms and/or conditions as the County may deem necessary or desirable. The County's actions and decisions in this regard shall be within the sole and complete discretion and judgment of the County, exercisable by the County solely as it sees fit. The County shall have no responsibility or liability to any individual or entity whatsoever for any claimed cost, expense, loss, judgment, damage or liability of any kind, direct or indirect, with respect to or arising out of the issuance of this RFQ, any responses thereto, any errors, omissions, or misstatements of fact contained herein or any other documents or information provided by the County or any actions, inactions, decisions or omissions by the County with respect thereto.

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 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.

BACKGROUND/SCOPE OF WORK:

MCDHS locally developed approximately 20 medium sized program applications that support the day-to-day operations of the organization. Program malfunctions have a detrimental effect on MCDHS' ability to serve its clients. MCDHS only has one programmer to meet the requirements of maintaining current program applications and developing new ones. This position would supplement the MCDHS programmer's workload.

The "emergency" component of the position is to develop small to medium range PC applications. These activities are estimated as 120 hours of programming. Program specifications will be provided by MCDHS. The "on-call" component of this position requires the individual or entity to respond onsite [111 Westfall Road, Rochester, New York], as needed, within 48 hours of notification to evaluate and remediate operational PC applications that have failed.

SCOPE OF QUALIFICATIONS:

The "emergency" component requires experience using a variety of application development tools. Minimally, the proposer must be able to demonstrate proficiency with the following tools:

Visual Basic 6.0
MS SQL Server 2000
Active Server Pages
VB Script
JAVA Script
HTML
Cascading Style Sheets
Dynamic HTML
DHTML Behaviors
Remote Scripting
Internet Information Services

This "on-call" component requires a qualified individual or entity with proven knowledge or experience to support a variety of local PC applications. These local applications include, but are not limited to:

1. DSS NET	overall application framework	WEB app, ASP, SQL server
2. WRATS	appointment system	ASP, SQL server, VB6.0
3. OPT	on line record tracking	ASP, SQL server
4. BICS OL	on line State reports	ASP, VB6.0
5. AD review	disability tracking	VB6.0
6. Conciliation	employment tracking	VB6.0
7. Domestic violence	appt system/tracking	VB6.0
8. Homefinding	child/home matching	VB6.0, SQL server
9. Spec investigations	tracking system	VB6.0
10. TEAP	appointments	VB6.0
11. SSG	on line help desk	ASP, SQL server
12. Managed Care	HMO tracking	ASP, VB6.0, SQL server
13. Address split	search by address	ASP, VB6.0, SQL server
14. UTX exceptions	RG&E exceptions	ASP, SQL server
15. SDX	state data exchange	ASP, SQL server
16. PEPR	energy reconciliation	ASP, SQL server
17. New hires	employment report	ASP, SQL server
18. CSEU	on line State reports	ASP, VB6.0
19. BICS	on line scheduler	WORD VBA, SQL server
20. Housing	emergency housing tracking	ASP, VB6.0, SQL server

At the time of the award, the successful service provider will be required to have their/its Monroe County property taxes paid to date.

ORGANIZATION OF PROPOSAL:

This section outlines the information that must be included in your response. Please respond with your information in the same order as the items in the section. All submissions shall be submitted as simply as possible and provide a straightforward, concise description of the capability of the proposer to satisfy the requirements of the RFQ **and shall not exceed 10 pages in length**, excluding resumes. Expensive bindings, color displays, promotional

material, etc. are neither necessary nor 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 "proposer complies" or "proposer understands" should be avoided.

Transmittal Letter. Each response to the RFQ should be accompanied by a letter of transmittal not exceeding two (2) pages that summarizes key points of the proposal and which is signed by an officer of the firm authorized to commit the Proposer to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the contact person.

Company/Organization Information. Provide information related to yourself or your company/organization and any company/organization you are proposing to use as sub-contractors. Specifically address the following:

- Year the company/organization was organized.
- Identification of company/organization ownership.
- Total gross revenues of the company/organization covering the last three years.

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

- A list of all public sector clients in the State of New York over the last three years, along with the dates of engagement for each client. Include the following information for each public sector client:
 - Name and address of the client;
 - Approximate annual budget;
 - Name and telephone number of contact person;
 - Summary of the services provided to each client.

Provide information that clearly demonstrates you or your organization is qualified and competent to provide the requested services:

- Résumés for the key personnel to be involved in providing services to the County.
- List any licenses, certifications, or education required to perform these services.
- A line-by-line response which indicates the experience and qualifications related to the tools and applications listed in the Scope of Qualifications section of this RFQ.

Cost Proposal. Proposer must provide the proposed hourly rate of compensation for these services.

Insurance Requirements. The Proposer shall procure and maintain at its 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 Proposer or by his subcontractors.

The successful Proposer 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. **WORKER'S COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Proposer 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 Proposer 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 Consultants
 - Personal Injury
- D. **PROFESSIONAL LIABILITY INSURANCE** covering errors and omissions of the Proposer with minimum limits of \$1,000,000 per occurrence.
- E. **MOTOR VEHICLE INSURANCE** issued to the Proposer and covering liability and property damage on the Proposer's vehicles in the amount of \$1,000,000 per occurrence.

METHOD OF EVALUATION

Selected personnel from Monroe County will form the evaluation committee for this RFQ. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFQ and make a selection of the individual/entity best able to provide these requested services.

Responses to this RFQ will be evaluated according to the following criteria:

- | | |
|------------------------------------|-----|
| ♦ Understanding of the Project - | 20% |
| ♦ Qualifications - | 30% |
| ♦ Experience on Similar Projects - | 25% |
| ♦ Cost - | 10% |
| ♦ Local Office/Support - | 15% |

Exceptions to the Standard Monroe County Contract. For all exceptions to the Standard Monroe County Contract, the Proposer 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 Proposer, but rather that the Proposer explain their position so that the conflict can be evaluated. If no exceptions are noted, the Proposer is presumed to have agreed with all sections of the standard contract.

**STANDARD MONROE COUNTY DHS
PROFESSIONAL SERVICES AGREEMENT**

MC Log #
PROPOSER #

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 _____, 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 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 9001-5100- _____. 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 following services for the Division as detailed in **Attachments B and C**.
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 Qualifications
ATTACHMENT C: Contractor's Response to RFQ
ATTACHMENT D: Reimbursement for Services
ATTACHMENT E: Debarment Certification
ATTACHMENT F: Federal Audit Compliance
ATTACHMENT G: Insurance Certificates

REV. 3/2006

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

Date _____

KELLY REED, COMMISSIONER
MONROE CTY. DIVISION OF SOCIAL SERVICES

Date _____

FEDERAL ID #

STATE OF NEW YORK) SS
COUNTY OF MONROE)

On this ____ day of _____, 20__, before me personally came **KELLY REED**, to me known, who being by me duly sworn, did depose and say that she resides in Rochester, N.Y., that she is the **COMMISSIONER** of the **MONROE COUNTY DIVISION OF SOCIAL SERVICES**, the Agency described in and which executed the above instrument; that as COMMISSIONER of said Agency she signed her name thereto.

NOTARY PUBLIC

STATE OF NEW YORK) SS
COUNTY OF MONROE)

On this ____ day of _____, 20__, before me personally came _____, to me known, who duly sworn, did depose and say that she resides in _____; that she is the _____ of Wahl Media, Inc., the corporation described in and which executed the foregoing instrument, that she signed her name thereto by order of the Board of Director's.

NOTARY PUBLIC

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 agrees 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, and 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 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. 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.

18. 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 Worker's 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 insureds. 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.

19. 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.

20. 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

**County Office Building, Room 304
39 West Main Street
Rochester, NY 14614**

AND

Monroe County Purchasing & Central Services

**County Office Building, Room 200
39 West Main Street
Rochester, NY 14614**

21. NOTICE OF JOB VACANCIES

- A) 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.
- B) 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).
- C) 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**

- D) 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:

- E) 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.

22. 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:

- A) 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.

- B) 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.

23. DEBARMENT AND SUSPENSION

SEE APPENDED ATTACHMENT REGARDING DEBARMENT CERTIFICATION

24. 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:

- A) 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.
- B) 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.
- C) 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.
- D) 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.
- E) 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.
- F) 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.
- G) Making a good faith effort to continue to maintain a drug-free workplace through the above steps.

25. PROPERTY REQUIREMENTS

- A) 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.
- B) The Contractor agrees to provide the Division with copies of receipts for the purchase of all such equipment.
- C) The Contractor agrees to notify the Division in writing upon the loss, theft, or damage of any such equipment.
- D) 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.

26. 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.

27. 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.

28. 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.

Rev. 01/05/05

CONTRACT ATTACHMENT B

REQUEST FOR QUALIFICATIONS 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, a sum not to exceed DOLLARS (\$.00). 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 Division of Social Services Budget fail to approve sufficient funds to complete this program according to the amount set forth in this paragraph, the Division 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) the actual cost incurred by the Contractor for each program component (if applicable) or (b) the amount specified in Paragraph 1.
3. The Contractor shall submit the Monroe County standard voucher 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.
4. The Division agrees to pay the Contractor an advanced payment for the entire contract. The Division will make payments based upon the submission of a claim voucher based on _____, which is to be directed to:

Monroe County Division of Social Services
111 Westfall Road, Suite _____
Rochester, NY 14620

where it will be initialed and dated, prior to forwarding for payment. The Division will perform a financial review of the Contractor at three-(3) month and six-(6) month intervals. The Division assures the Contractor that the Division will make the Contractor whole at the six-(6) month interval, if warranted.

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 sixty (60) days of the completion or termination date of this Agreement.
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 other funding sources.
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 E
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 Division 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: _____

Contractor Name

Signature

Print Title/Office

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

304 County Office Building
39 West Main Street
Rochester, New York 14614

AND

Monroe County 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