

**CHAUTAUQUA COUNTY FINANCE DEPARTMENT
REQUEST FOR PROPOSALS**



**PROPOSAL NO. RFP-12-24 DMHDSS
SAEF Program**

PROPOSAL ISSUE DATE:	11/7/2024
QUESTIONS DUE BY:	11/21/2024
PROPOSAL DUE DATE:	12/6/2024
TIME:	3:30 PM

RESPOND TO:

**ATTN: BRANDI McINTYRE, PURCHASING AGENT
454 N. WORK STREET, FALCONER, NY 14733
PH. 716-661-8312**

PAUL M. WENDEL, JR.
COUNTY EXECUTIVE

KITTY CROW
DIRECTOR OF FINANCE

BECKY ANDERSON
PURCHASING MANAGER

BRANDI McINTYRE
PURCHASING AGENT

NICOLE PATTISON
PURCHASING AGENT

TINA HUCKABONE
PURCHASING AGENT

Intent of Proposal:

The Chautauqua County Department of Mental Hygiene and Social Services, Division of Social Services, is seeking proposals for the purposes of administering the County's 2024-2025 allocation for New York State Shelter Arrears Eviction Foreclosure (SAEF). The intended Contract period is the month of contract execution through September 2025. At this time there is no expectation that SAEF fund allocations will continue for future program years. If SAEF program fund allocations are extended past the 2024 – 2025 program year, contracted agency will have opportunity to request contract extension on a yearly basis for up to an additional three program years.

Background:

The New York State Fiscal Year 2024-2025 Budget appropriated \$10 million to provide for services and expenses related to the payment of shelter arrears necessary to retain housing for certain households that are in receipt of or who would be eligible for ongoing or emergency Public Assistance (PA) pursuant to Social Services Law (SSL) §131-a.

To distribute these funds, the New York State Office of Temporary and Disability Assistance (OTDA) created the SAEF program to provide vital shelter arrears assistance to help eligible households retain permanent housing.

Priority consideration will be based on proposals with any of the following components:

- Agencies with existing programs assisting with eviction prevention and rapid rehousing.
- Agencies with existing payment relationships with Chautauqua County landlords
- Agencies with existing relationships DSS
- Agencies that minimize administrative costs to below 10% spending limit.

Specification for Services:

A. Funding availability is through the New York State Shelter Arrears Eviction Foreclosure Program (24-LCM-12), is available immediately, and is not contingent on plan approval by OTDA. Chautauqua County's allocation from New York State for program costs in its entirety is \$86,739 for the October 2024 – September 2025 program year. The full amount of allocation is available for the contracted agency through this RFP. Funding has a 10% spending limitation on administrative costs.

B. SAEF eligibility:

- Eligible households are individuals and/or families, with or without children, who have shelter arrears and require assistance to retain permanent housing;
- Households must first apply for shelter arrears assistance under EAF or ESNA, and found ineligible through both programs prior to being assessed for SAEF program eligibility;
- Households must meet the PA (Family Assistance (FA) or Safety Net Assistance (SNA)) citizenship/non-citizen status eligibility requirements (Attachment A Non-Citizen Eligibility Desk Aid LDSS 4579 should be used for reference);
- Households must meet the EAF (households with minor children) or ESNA for (households with no minor children) income eligibility requirements. OTDA issues guidance annually regarding changes in the federal poverty guidelines.

- C. Financial eligibility for EAF is determined by the gross income immediately available to the household on the date of application. The household is financially eligible for EAF if the available income is at or below 200% of the Federal Poverty Level Guidelines for the household size. The following guidelines for EAF are effective April 1, 2024, through March 31, 2025:

**200% of 2024 Federal Poverty Level
Guidelines
EAF Gross Available Test
By Family Size (Adjusted Annually)**

Household Size	Annual	Monthly
1	\$30,120	\$2,510
2	\$40,880	\$3,407
3	\$51,640	\$4,303
4	\$62,400	\$5,200
5	\$73,160	\$6,097
6	\$83,920	\$6,993
7	\$94,680	\$7,890
8	\$105,440	\$8,787
Additional	\$10,760	\$897

- D. Financial eligibility for ESNA is determined by the household's gross monthly income on the date of application, which may not exceed 125% of the Federal Poverty Level Guidelines for the household size. The following income guidelines are effective April 1, 2024, through March 31, 2025:

**ESNA 125% of 2024 Federal Income Poverty Level
Guidelines (Adjusted Annually)**

Household Size	Annual	Monthly
1	\$18,825	\$1,569
2	\$25,550	\$2,129
3	\$32,275	\$2,690
4	\$39,000	\$3,250
5	\$45,725	\$3,810
6	\$52,450	\$4,371
7	\$59,175	\$4,931
8	\$65,900	\$5,492
Additional	\$6,725	\$560

- E. Households that are determined income eligible for the SAEF program must also be able to reasonably demonstrate an ability to pay future shelter expenses.
- F. Contracted agency must make sure they have policies and procedures in place to:
- a. Establish that the SAEF program recipient is the primary tenant/homeowner (e.g., require a lease or other documentation);
 - b. Establish the shelter arrears amount due for the SAEF program household;

- c. Ensure that the SAEF program payment will be accepted to prevent eviction for a specified timeframe;
 - d. Take reasonable steps to prevent the duplication of benefits;
 - e. Issue a determination letter stating the amount approved, or a denial letter with the reason for denial;
 - f. Establish a process for handling fraudulent applications, including a procedure for recovering funds, if necessary; and
 - g. Establish a process for reviewing and considering appeals of applications that are denied.
- G. Prioritization will be given to certain households as follows
- a. Households with children under the age of six,
 - b. single individuals with a history of housing instability,
 - c. veterans,
 - d. individuals and families experiencing domestic violence (DV),
 - e. and other victims of violence.
- H. SAEF program payments must be made directly to the landlord/property owner on behalf of the tenant. Tenants, landlords, and/or property managers must be notified of SAEF program assistance provided on behalf of any SAEF program recipient.
- I. Notifications regarding eligibility determinations (e.g., approvals and denials) must be maintained in the case record for a minimum of six years following submission of the program end summation report.
- J. Contracted agency will maintain program data in compliance with the template that is provided by OTDA which will be released. Households whose landlords receive multiple payments on their behalf covering more than one period will have multiple records, one for each household/payment.
- K. Confidentiality – All individuals identifying information, including client names, received by or in the possession of either party in the course of this Agreement shall be kept confidential and shall not be disclosed except in the terms of this Agreement, or allowed or mandated by applicable law.

IMPORTANT! This desk aid does not include every form of acceptable documentation to support a non-citizen status that would be satisfactory for benefit eligibility. If an individual presents a document not listed below, follow your social services district policies/procedures for further guidance.

Description of Status	WMS ACI Code	Common Documentation	WMS DOS and DEC Codes ¹	Safety Net Assistance (SNA)	Family Assistance (FA)	Supplemental Nutrition Assistance Program (SNAP)
Lawful Permanent Resident (LPR) without 40 Qualifying Quarters	K	<p>I-551 Permanent Resident Card: workers must check category code;² or Temporary I-551 stamp in foreign passport or on I-94 Arrival/Departure Record; or Immigrant visa with the notation “upon endorsement serves as temporary I-551 permanent resident for one year;” or I-797 Notice of Action indicating approval of an I-485 Application to Register Permanent Residence or Adjust Status; or I-327 Permit to Reenter the United States; or I-181 Memorandum of Creation of Record of Lawful Permanent Residence with approval stamp; or Any other authoritative document that identifies the non-citizen³ as an LPR</p>	DOS is the date status was obtained	Yes	<p>Yes if: Entered the U.S. on or after 8/22/96, and after five years in U.S. in a qualified status; or Entered the U.S. before 8/22/96, have continuously resided in the U.S., and are in a qualified status</p>	<p>Yes if: In a qualified status and in receipt of certain disability benefits [7 USC 2012(j)(2)-(7)]; or In a qualified status and under age 18; or After five years in U.S. in a qualified status; or Currently in a qualified status and was age 65 or older on 8/22/96 and was lawfully residing in the U.S. on that date</p>
LPR with 40 Qualifying Quarters	S	<p>Same LPR documentation as above and Proof of 40 qualifying quarters⁴ Note: No quarters earned after 12/31/96 may be counted in which a non-citizen has received a federal means-tested public benefit, including but not limited to FA, SSI and SNAP.</p>	DOS is the date status was obtained			Yes

¹The Date of Status (DOS) field in the Welfare Management System (WMS) identifies the date a non-citizen obtained qualified status, which is indicated by the appropriate Alien Citizenship Indicator (ACI) code, and is used to calculate when a qualified non-citizen reaches five years in a qualified status and then becomes eligible for federally funded assistance, if otherwise eligible. Non-citizens that are considered Permanently Residing Under Color of Law (PRUCOL) are not qualified non-citizens, therefore, their time in a status that is considered PRUCOL does not count towards the five years. For non-citizens that are PRUCOL, the DOS field is left blank. If a non-citizen who is PRUCOL later adjusts to a qualified status, the date that the qualified status is obtained is the date that is entered in the DOS field.

The Date Entered Country (DEC) field in WMS indicates when the non-citizen physically entered the United States (U.S.). This is necessary so as not to deny federal benefits to certain qualified non-citizens who entered the U.S. prior to August 22, 1996 but have been in a qualified status for less than five years.

²Workers must check the “Category” code on the documentation provided to make the correct eligibility determination for federal benefits (FA, SNAP). This code is used to describe the category that was used to admit a non-citizen to the U.S. as a permanent resident. It is located on the front side of the I-551 Permanent Resident Card next to the cardholder’s A-number. This field is also known as a class of admission (COA), as seen on the Systematic Alien Verification for Entitlements (SAVE) report. As illustrated on this desk aid, certain non-citizens who have an I-551 Permanent Resident Card, often referred to as a “green card,” may not be subject to the “five-year bar” on federal benefits depending on the category code on the I-551.

Additionally, it is essential that the category codes included in the qualified battered non-citizen section on page 3 of the desk aid are identified. This is because, for qualified battered non-citizens, the DOS is often prior to the “Resident Since” date on the I-551 Permanent Resident Card.

³As used in this desk aid, the term “non-citizen” means a person who is not a citizen or national of the U.S. The term “qualified non-citizen” means a person who is a “qualified alien” as that term is defined in 8 U.S.C. §1641.

Note: Individuals born in certain territories of the U.S. are U.S. citizens at birth. These include: Puerto Rico, U.S. Virgin Islands, Guam, Commonwealth of the Northern Mariana Islands, and the Panama Canal Zone (if born between 2/26/1904 and 10/1/1979). In addition, individuals who are born outside of the U.S. may be U.S. citizens at birth if one or both parents were U.S. citizens at their time of birth. Districts must verify citizenship status for these individuals. Individuals who are not U.S. citizens at birth may become U.S. citizens through naturalization. Naturalization is the conferring of U.S. citizenship after birth by any means whatsoever. Individuals born in American Samoa or Swains Island are nationals of the U.S. and for purposes of benefit eligibility should be treated as citizens, ACI code “C.”

⁴40 qualifying quarters as defined under Title II of the Social Security Act, or can be credited with such qualifying quarters. An LPR may earn qualifying quarters by working, or may be credited with qualifying quarters from a parent, stepparent, or adoptive parent for any quarter earned prior to the LPR turning 18 years old. An LPR may also be credited with quarters earned by a spouse during their marriage. A widow or widower retains credit for all qualifying quarters earned by a deceased spouse during the marriage. When a marriage ends in divorce, however, any quarters earned by the spouse during the marriage are forfeited.

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Description of Status	WMS ACI Code	Common Documentation	WMS DOS and DEC Codes	Safety Net Assistance (SNA)	Family Assistance (FA)	Supplemental Nutrition Assistance Program (SNAP)
<ul style="list-style-type: none"> • Refugee • Conditional Entrant (A status granted to Refugees prior to 1980) • Iraqi or Afghan Special Immigrant Visa Holder (SIV) or SQ/SI Parolee • Afghan Humanitarian Parolee⁵ • Amerasian Immigrant • Certain Hmong or Highland Laotian <p>*Also explore eligibility for Refugee Cash Assistance (RCA). See 16-ADM-02</p>	R	<p><u>I-551 Permanent Resident Card, or I-94 Arrival/Departure Record or Passport</u> stamped/coded: AM1, AM2, AM3, AM6, AM7, AM8, AR1, AR6, R8-6, RE1, RE2, RE3, RE4, RE5, RE6, RE7, RE8, RE9, CQ1, CQ2, CQ3, SI-1, SI-2, SI-3, SI-6, SI-7, SI-8, SI-9, SQ1, SQ2, SQ3, SQ4, SQ5, SQ6, SQ7, SQ8 or SQ9;</p> <p style="text-align: center;">or</p> <p>Department of Homeland Security (DHS)/Customs and Border Protection (CBP) or DHS/United States Citizenship and Immigration Services (USCIS) Temporary I-551 Alien Documentation Identification and Telecommunication (ADIT) stamp;</p> <p style="text-align: center;">or</p> <p><u>I-766 Employment Authorization Card</u> coded: A3 or A03;</p> <p style="text-align: center;">or</p> <p><u>I-94 Arrival/Departure Record or Passport</u> stamped/coded: "admitted under Section 207 or 203(a)(7) (as in effect prior to 4/1/80) of the Immigration and Nationality Act (INA)," or "Refugee," or Iraq or Afghanistan national stamped: "admitted under Section 101(a)(27) of the INA;" or "SQ/SI parole," or evacuees from Afghanistan with one of the following stamps: "Humanitarian Parole per INA Section 212(d)(5)(A)," or DHS/CBP stamp noting Operation Allies Refuge or "OAR," or DHS/CBP admission stamp noting Operation Allies Welcome or "OAW," or DHS/CBP admission stamp noting "DT;"</p> <p style="text-align: center;">or</p> <p><u>I-94 Arrival/Departure Record</u> with a separate, printed page on CBP letterhead, and the following notation, signed and dated by a USCIS officer: Special Immigrant Status (SQ/SI) Parolee; Section 602(B)(1) AAPA/Section 1059(a) NDAA 2006; Date: ____ USCIS Officer: ____</p> <p style="text-align: center;">or</p> <p><u>I-797 Notice of Action</u> indicating approval of an I-730 "Refugee;"</p> <p style="text-align: center;">or</p> <p><u>I-571 Refugee Travel Document</u></p>	DOS is the date the non-citizen entered the U.S.	Yes	Yes	Yes
<p>Asylum Granted⁶</p> <p>*Also explore eligibility for RCA. See 16-ADM-02</p>	A	<p><u>I-551 Permanent Resident Card</u> coded: AS1, AS2, AS3, AS6, AS7, or AS8;</p> <p style="text-align: center;">or</p> <p><u>I-766 Employment Authorization Card</u> coded: A5 or A05;</p> <p style="text-align: center;">or</p> <p><u>I-94 Arrival/Departure Record</u> stamped: "Granted asylum under Section 208 of the INA;"</p> <p style="text-align: center;">or</p> <p><u>I-797 Notice of Action</u> indicating approval of an I-730 "Asylee;"</p> <p style="text-align: center;">or</p> <p>Grant letter from the USCIS Asylum Office;</p> <p style="text-align: center;">or</p> <p>Order of an immigration judge granting asylum</p>	DOS is the date status was obtained	Yes	Yes	Yes

⁵ Afghan Humanitarian Parolees shall be eligible for certain benefits until March 31, 2023, or the end of the individual's parole term, whichever is later.

⁶ If the non-citizen has not been granted asylum, but is an asylum applicant with employment authorization, refer to page 8 to determine SNA eligibility.

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<p><u>Qualified Battered Non-Citizen</u>⁷</p> <p>A U.S. citizen's or LPR's battered spouse, or child, or parent or child of such battered person, who:</p> <p>Obtains "Notice of Prima Facie" Case from the USCIS under the Violence Against Women Act (VAWA);</p> <p>or</p> <p>Has an I-360 self-petition under VAWA that is approved;</p> <p>or</p> <p>Has a pending I-360 self-petition and is determined to be a credible victim of domestic violence by the district's Domestic Violence Liaison (DVL);</p> <p>or</p> <p>Is determined to be a credible victim of domestic violence by the district's DVL with a pending or approved I-130 petition;</p> <p>or</p> <p>Has an application for VAWA cancellation of removal or suspension of deportation that has been granted or is pending and the immigration court finds that the applicant has a prima facie case for this relief</p>	<p>B</p>	<p>I-551 Permanent Resident Card coded: B11, B12, B16, B17, B20, B21, B22, B23, B24, B25, B26, B27, B28, B29, B31, B32, B33, B36, B37, B38, BX1, BX2, BX3, BX6, BX7, BX8, IB1, IB2, IB3, IB6, IB7, IB8 or Z14;</p> <p>or</p> <p>I-766 Employment Authorization Card coded: A09, A15 or C31;</p> <p>or</p> <p>I-94 Arrival/Departure Record coded: K3, K4, V1, V2 or CR -1-7 and a pending or approved I-130;</p> <p>or</p> <p>I-797 Notice of Action indicating prima facie eligibility of an I-360 self-petition under Section 204(a)(1)(A)(iii) or (iv), or Section 204(a)(1)(B)(ii) or (iii) of the INA;</p> <p>or</p> <p>I-797 Notice of Action indicating approval or pending I-360 self-petition under Section 204(a)(1)(A)(ii) or (iii) or (iv), or Section 204(a)(1)(B)(ii) or (iii) of the INA;</p> <p>or</p> <p>I-797 Notice of Action indicating approval or pending I-130 visa petition under Section 204(a)(1)(A)(i) of the INA (spouse or child of a U.S. citizen), or Section 204(a)(1)(B)(i) (spouse or child of a lawful permanent resident);</p> <p>or</p> <p>Any other document from the USCIS indicating the non-citizen has a K or V visa and a pending or approved I-130;</p> <p>or</p> <p>Order from the Executive Office of Immigration Review (EOIR) under Section 240A(b)(2) of the INA or if the application is pending documentation that the court finds that the applicant has a prima facie case for this relief</p>	<p>DOS is the date status was obtained⁸</p>	<p>Yes</p>	<p>Yes if:</p> <p>Entered the U.S. on or after 8/22/96, and after five years in U.S. in a qualified status;</p> <p>or</p> <p>Entered the U.S. before 8/22/96, have continuously resided in the U.S., and are in a qualified status</p>	<p>Yes if:</p> <p>In a qualified status and in receipt of certain disability benefits [7 USC 2012(j)(2)-(7)];</p> <p>or</p> <p>In a qualified status and under age 18;</p> <p>or</p> <p>In a qualified status and have 40 qualifying quarters;</p> <p>or</p> <p>After five years in U.S. in a qualified status;</p> <p>or</p> <p>Currently in a qualified status and was age 65 or older on 8/22/96 and was lawfully residing in the U.S. on that date</p>

⁷For non-citizens to be treated as qualified battered non-citizens, they must meet four requirements:

1. Be a credible victim of battery or extreme cruelty; and
2. Have appropriate immigration documentation; and
3. Be able to show a substantial connection between the need for benefits and the battery or extreme cruelty; and
4. No longer reside in the same household as the abuser.

Districts should refer to 06-INF-14 for additional information about qualified battered non-citizens and eligibility.

⁸In general, the DOS for TA and SNAP is when all four of the criteria in footnote 6 are met. **Exception for SNAP:** Per current United States Department of Agriculture (USDA) guidance, for non-citizens with an approved I-360; or a prima facie determination on a pending I-360; the DOS for SNAP is the date the I-360 petition was approved, or the date the prima facie determination was made by USCIS, whichever is earlier.

WMS only records one DOS. If the DOS for TA and SNAP are different, enter the earlier of the two dates in WMS so that the non-citizen can receive the federal benefits they are eligible for; the later date must be noted, and tracked manually in the case record so that the federal benefits for that benefit program are also issued appropriately. See GIS 19 TA/DC038 "SNAP and TA Date of Status (DOS) Determination for Qualified Battered Non-Citizens," for further information.

Note: Non-citizens who file for VAWA related immigration relief often later adjust their immigration status to become LPRs. The "residence since" date on the I-551 Permanent Resident Card indicates the date LPR status was obtained, not the date the non-citizen was determined to be a qualified battered non-citizen. For both TA and SNAP, use the earliest appropriate date as the DOS for benefit eligibility. If a non-citizen presents an I-551 with one of the codes noted above, review the case record, and/or ask the non-citizen if they have additional documentation, to determine if an earlier DOS would be appropriate.

NON-CITIZEN ELIGIBILITY DESK AID

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Description of Status	WMS ACI Code	Common Documentation	WMS DOS and DEC Codes	Safety Net Assistance (SNA)	Family Assistance (FA)	Supplemental Nutrition Assistance Program (SNAP)
<p>Victim of Human Trafficking</p> <p>*Also explore eligibility for RCA. See 16-ADM-02</p>	<p>D</p>	<p>I-551 Permanent Resident Card coded: ST0, ST6, ST7, ST8 or ST9; or I-766 Employment Authorization Card coded: A16 or C25; or I-94 Arrival/Departure Record coded: T1, T2, T3, T4, T5 or T6 stating admission under Section 212(d)(5) of the INA if status granted for at least one year; or I-797 Notice of Action indicating approval of an I-914 or I-914A coded: T1, T2, T3, T4, T5 or T6; or Certification Document (for adults) or Eligibility Letter (for children) from the Administration for Children and Families (ACF), Office on Trafficking in Persons (OTIP); Must call 1-866-401-5510 for verification</p>	<p>DOS is the date of certification or eligibility by OTIP</p> <p>See 03-ADM-01</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p>Deportation or Removal Withheld</p>	<p>J</p>	<p>I-766 Employment Authorization Card coded: A10; or Order from an Immigration Judge showing the date deportation was withheld under Section 243(h) of the INA as in effect prior to April 1, 1997, or removal withheld under Section 241(b)(3) of the INA</p>	<p>DOS is the date status was obtained</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p>Parolee (for at least one year) (A parolee is a non-citizen who has been allowed to enter the U.S. for humanitarian or public interest reasons)</p>	<p>G</p>	<p>I-766 Employment Authorization Card coded: A04 or C11 and I-94 Arrival/Departure Record indicating admitted for at least one year; or I-94 Arrival/Departure Record stamped: "Paroled pursuant to Section 212(d)(5)," or "parole," or "PIP" with date of entry and date of expiration indicating one year</p> <p>Note: See Cuban/Haitian Entrant section on page 5 if non-citizen is a Cuban or Haitian national.</p>	<p>DOS is the date status was obtained</p>	<p>Yes</p>	<p>Yes if: Entered the U.S. on or after 8/22/96, and after five years in U.S. in a qualified status; or Entered the U.S. before 8/22/96, have continuously resided in the U.S., and are in a qualified status</p>	<p>Yes if: In a qualified status and in receipt of certain disability benefits [7 USC 2012(j)(2)-(7)]; or In a qualified status and under age 18; or In a qualified status and have 40 qualifying quarters; or After five years in U.S. in a qualified status; or Currently in a qualified status and was age 65 or older on 8/22/96 and was lawfully residing in the U.S. on that date</p>
<p>Parolee (for less than one year)</p>	<p>T</p>	<p>I-766 Employment Authorization Card coded: A04 or C11; or I-94 Arrival/Departure Record stamped: "Paroled pursuant to section 212(d)(5)," or "parole," or "PIP"</p> <p>Note: See Cuban/Haitian Entrant section on page 5 if non-citizen is a Cuban or Haitian national.</p>	<p>DOS is left blank</p>	<p>Yes</p>	<p>No</p>	<p>No</p>

NON-CITIZEN ELIGIBILITY DESK AID

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Description of Status	WMS ACI Code	Common Documentation	WMS DOS and DEC Codes	Safety Net Assistance (SNA)	Family Assistance (FA)	Supplemental Nutrition Assistance Program (SNAP)
<p>Cuban/Haitian Entrant</p> <p>*Also explore eligibility for RCA. See 16-ADM-02</p>	<p>H</p>	<p>I-551 Permanent Resident Card or Temporary I-551 stamp in foreign passport coded: CU6, CU7, CH6, HA6 or HB6;</p> <p style="text-align: center;">or</p> <p>I-94 Arrival/Departure Record stamped: "Cuban/Haitian Entrant (status pending)" or coded CU6, CU7, HF, HP0, HP1 or HPD;</p> <p style="text-align: center;">or</p> <p>Any other document from the USCIS indicating parole under the Haitian Family Reunification Parole Program (HFRP) coded "HF;"</p> <p style="text-align: center;">or</p> <p>Reasonable evidence of being a Cuban or Haitian national (citizen)</p> <p style="text-align: center;">and one of the following:</p> <p>I-766 Employment Authorization Card coded: C8, C08, or C11;</p> <p style="text-align: center;">or</p> <p>I-766 Employment Authorization Card coded: C18 (Order of Supervision) with additional documentation to support previous or current parole status into the U.S.;</p> <p style="text-align: center;">or</p> <p>I-94 Arrival/Departure Record stamped: "Form I-589 filed;"</p> <p style="text-align: center;">or</p> <p>I-94 Arrival/Departure Record stamped: "paroled under Section 212(d)(5) of the INA," or "Section 212(d)(5) of the INA," or stamp showing parole in U.S. on or after 10/10/80;⁹</p> <p style="text-align: center;">or</p> <p>I-797C Notice of Action confirming USCIS's receipt of the non-citizen's Form I-589 (Application for Asylum and Withholding of Removal);</p> <p style="text-align: center;">or</p> <p>Documentation issued by the DHS or the Department of Justice's EOIR showing that the non-citizen is in removal proceedings (this includes Notice to Appear (DHS Form I-862), or Order of Supervision (DHS I-220B) if there is also evidence of parole into the U.S.)</p>	<p>DOS is the date status was obtained</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p>Active Military: a qualified non-citizen who is on active duty, other than active duty for training, in the United States Armed Forces, or their spouse, unremarried surviving spouse, or unmarried dependent child if such spouse or dependent child is also a qualified non-citizen</p>	<p>M</p>	<p>Proof of qualified non-citizen status</p> <p style="text-align: center;">and</p> <p>Military Identification Card (Active) that lists an expiration date of more than one year from the date of determination. If ID card is due to expire within one year from the date of determination, use a copy of current military orders.</p>	<p>DOS is the date status was obtained</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>

⁹**Exception:** This guideline does not apply when the non-citizen was paroled solely to testify as a witness in a judicial, administrative or legislative proceeding, or when the parolee is in legal custody pending criminal prosecution.

NON-CITIZEN ELIGIBILITY DESK AID

IMPORTANT! This desk aid does not include every form of acceptable documentation to support a non-citizen status that would be satisfactory for benefit eligibility. If an individual presents a document not listed below, follow your social services district policies/procedures for further guidance.

Description of Status	WMS ACI Code	Common Documentation	WMS DOS and DEC Codes	Safety Net Assistance (SNA)	Family Assistance (FA)	Supplemental Nutrition Assistance Program (SNAP)
<p>Veteran: a veteran who is a qualified non-citizen and who (1) has received a discharge from the United States Armed Forces characterized as honorable and not on account of alienage, or (2) has a qualifying condition, as defined in Section 350 of the New York State Executive Law, and has received a discharge other than bad conduct or dishonorable (and not on account of alienage) from the Armed Forces, or (3) is a discharged LGBT veteran, as defined in Section 350 of the New York State Executive Law, and has received a discharge other than bad conduct or dishonorable (and not on account of alienage) from the Armed Forces; or their spouse, un-remarried surviving spouse, or unmarried dependent child if such spouse or dependent child is also a qualified non-citizen</p>	<p>V</p>	<p>Proof of qualified non-citizen status and <u>DD Form 214 Discharge Certificate</u> that states "Honorable." A character of discharge "Under Honorable Conditions" is not an "Honorable Discharge" for these purposes. Narrative Reason for Separation block must not state that discharge was for reason of "alienage" or lack of U.S. citizenship.</p>	<p>DOS is the date status was obtained</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p>North American Indian born in Canada</p>	<p>C</p>	<p><u>I-551 Permanent Resident Card</u> coded: S13 or temporary <u>I-551</u> stamp in a Canadian passport; or <u>I-94 Arrival/Departure Record</u> stamped: S13; or <u>Tribal document</u> certifying at least 50% American Indian blood, as required by Section 289 of the INA and School records, or, a birth or baptismal certificate issued on a reservation, or, other satisfactory evidence of birth in Canada</p>	<p>N/A</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p>Member of federally recognized tribe born outside U.S.</p>	<p>C</p>	<p>Membership card or other tribal document demonstrating membership in a federally recognized Indian tribe under Section 4(e) of the Indian Self-Determination and Education Assistance Act</p>	<p>N/A</p>	<p>Yes</p>	<p>Yes</p>	<p>Yes</p>
<p>Permanent nonimmigrant, pursuant to P.L. 99-239, as amended (applicable to citizens of the Federated States of Micronesia and Marshall Islands) or P.L. 99-658 (applicable to citizens of Palau)</p>	<p>O</p>	<p><u>I-766 Employment Authorization Card</u> coded: A08; or <u>I-94 Arrival/Departure Record</u> stamped: CFA/MIS "DS" (Duration of Status), D/S; or, CFA/PAL "DS" (Duration of Status), D/S</p>	<p>DOS is left blank</p>	<p>Yes</p>	<p>No</p>	<p>No</p>
<p>Continuous entry and residence in the U.S. prior to January 1, 1972</p>	<p>O</p>	<p><u>I-766 Employment Authorization Card</u> coded: C16; or Any other document from the EOIR or USCIS indicating Registry Application is pending; or Any documentary proof establishing entry and continuous residence</p>	<p>DOS is left blank</p>	<p>Yes</p>	<p>No</p>	<p>No</p>

IMPORTANT! This desk aid does not include every form of acceptable documentation to support a non-citizen status that would be satisfactory for benefit eligibility. If an individual presents a document not listed below, follow your social services district policies/procedures for further guidance.

Description of Status	WMS ACI Code	Common Documentation	WMS DOS and DEC Codes	Safety Net Assistance (SNA)	Family Assistance (FA)	Supplemental Nutrition Assistance Program (SNAP)
Subject to an Order of Supervision	O	<p>I-766 Employment Authorization Card coded: C18; or I-220B Order of Supervision; or Any other authoritative document indicating an Order of Supervision</p> <p>Note: Cuban or Haitian nationals under an Order of Supervision are deemed to retain their Cuban-Haitian Entrant status for benefit eligibility purposes if they can document they are a national of Cuba or Haiti with a previous or current parole status into the U.S.¹⁰</p>	DOS is left blank	Yes	No	No
Cancellation of Removal	O	<p>Order from the EOIR granting cancellation of removal; or Any other document from the EOIR indicating cancellation of removal granted</p>	DOS is left blank	Yes	No	No
Deferred Action Status	O	<p>I-766 Employment Authorization Card coded: C14 or C33; or I-797 Notice of Action indicating approved "Deferred Action for Childhood Arrivals" (DACA) application; or Any document from the USCIS granting deferred action to a "U" visa applicant; or Any other document from the EOIR or USCIS indicating deferred action including any documentation that a DACA application has been approved</p>	DOS is left blank	Yes	No	No
"U" Visa	O	<p>I-766 Employment Authorization Card coded: A19 or A20; or I-94 Arrival/Departure Record stamped: U1, U2, U3, U4, or U5; or I-797 Notice of Action indicating that a petition for "U" nonimmigrant status was approved; or Any other document from the USCIS indicating "U" nonimmigrant status</p>	DOS is left blank	Yes	No	No
"S" Visa	O	<p>I-766 Employment Authorization Card coded: C21; or I-94 Arrival/Departure Record stamped: S5, S6, or S7; or Any other document from the USCIS indicating "S" visa status</p>	DOS is left blank	Yes	No	No
"K3" or "K4" or "V" Visa Granted Under the Legal Immigration Family Equity Act (LIFE Act)	O	<p>I-766 Employment Authorization Card coded: A9, A09, A14, or A15; or I-94 Arrival/Departure Record stamped: K3, K4, V1, V2, or V3; or Unexpired "K3," "K4," or "V" visa in passport</p> <p>Note: If an expired "K" or "V" visa is submitted, then proof that an I-539 (Application to Extend/Change Nonimmigrant Status) was filed with USCIS, and, proof that a Form I-130, I-485, or an immigrant visa application is still pending, must also be submitted.</p>	DOS is left blank	Yes	No	No

¹⁰Refer to GIS 16 TA/DC048 "Eligibility to Participate in SNAP by Certain Cuban Nationals Under an Order of Supervision," for additional information regarding SNAP eligibility for these non-citizens.

IMPORTANT! This desk aid does not include every form of acceptable documentation to support a non-citizen status that would be satisfactory for benefit eligibility. If an individual presents a document not listed below, follow your social services district policies/procedures for further guidance.

Description of Status	WMS ACI Code	Common Documentation	WMS DOS and DEC Codes	Safety Net Assistance (SNA)	Family Assistance (FA)	Supplemental Nutrition Assistance Program (SNAP)
Temporary Protected Status (TPS)	O	<u>I-766 Employment Authorization Card</u> coded: A12; or <u>I-797 Notice of Action</u> indicating TPS granted	DOS is left blank	Yes	No	No
Asylum Applicant with Employment Authorization	O	<u>I-766 Employment Authorization Card</u> coded: C8 or C08; or <u>I-797 Notice of Action</u> indicating Asylum application received or pending, and that the non-citizen is authorized to work in the U.S.; or Any other document from the USCIS indicating an asylum application is pending and that the non-citizen is authorized to work in the U.S. Note: Cuban or Haitian nationals who have an application for asylum pending with the USCIS and are not subject to a final, non-appealable, and legally enforceable removal order have Cuban-Haitian Entrant status for benefit eligibility purposes. See Cuban/Haitian Entrant section on page 5.	DOS is left blank	Yes	No	No
Deferred Enforced Departure	O	<u>I-766 Employment Authorization Card</u> coded: A11	DOS is left blank	Yes	No	No
Special Immigrant Juvenile (SIJ)	O	<u>I-797 Notice of Action</u> indicating approval of an I-360 petition for SIJ; or Any other USCIS or government document indicating that the non-citizen is an SIJ.	DOS is left blank	Yes	No	No
Non-citizen, not otherwise included on this desk aid, who the USCIS has officially determined is legitimately present in the U.S. and who the USCIS is allowing to reside in the country for an indefinite period of time	O	Districts must contact the Office of Temporary and Disability Assistance (OTDA) Temporary Assistance (TA) Bureau for additional guidance if the district believes they have a non-citizen that fits this description.	DOS is left blank	Yes	No	No
Other status not eligible for TA or SNAP	E	Non-citizen that is unable to provide sufficient documentation to support their inclusion in any of the above statuses.	N/A	No ¹¹		

For any questions related to TA benefit eligibility for non-citizens, please contact the OTDA TA Bureau at: otda.sm.cees.tabureau@otda.ny.gov or: (518) 474-9344.

For any questions related to SNAP benefit eligibility for non-citizens, please contact the OTDA SNAP Bureau at: otda.sm.cees.snap@otda.ny.gov or: (518) 473-1469.

¹¹If it is determined that a non-citizen is ineligible for TA and/or SNAP because of their non-citizen status, the non-citizen must be denied using the appropriate denial code (F92 - Failure to Provide Proof of Citizenship or Eligible Alien Status (TA) or F92 - Ineligible Alien (SNAP)) and ACI code "E." Use of the appropriate denial and ACI codes is necessary so that a Medicaid Separate Determination (MSD) is conducted.

GENERAL TERMS AND CONDITIONS

SECTION 1: INSTRUCTIONS

- 1.1. **RFP** - The services that are required herein are not subject to formal competitive bidding under Section 103 of New York State General Municipal Law. Chautauqua County Purchasing Policy rules in this case require selection of a contractor through a Request for Proposal process.
- 1.2. Chautauqua County encourages all qualified applicants, including Minority-Owned Business Enterprises, Women-Owned Business Enterprises, Small Business Enterprises and Disadvantaged Business Enterprises, to partake in the solicitation of these and all other services. The successful proposer must be an Equal Opportunity Employer.
- 1.3. Chautauqua County is exempt from all Federal and State taxes.
- 1.4 Insurance shall be in place prior to execution of the agreement and shall be up to date and maintained for the contract term. It is preferred that you attach samples or original certificates of insurance along with your proposal.
 - Within (5) five days receipt of the notice of award the proposer shall supply up-to-date certificates of insurance. Certificates may be e-mailed to the insurance department representative at the following address email wakamata@chqgov.com.
 - Failure to do so may be cause for the County to declare a proposal non-responsive, with the result that the award may go to the next highest scoring proposal.
- 1.5 A copy of the Chautauqua County Minimum Insurance Requirements is attached, along with a sample copy of the contract or agreement of service with terms and conditions.
- 1.6 The successful proposer must obtain Chautauqua County approval prior to utilizing a subcontractor in order to perform the requirements of this RFP.

SECTION 2: SUBMISSION OF PROPOSALS:

Sealed proposals shall be submitted to Chautauqua County Purchasing Department, 454 N. Work Street, Falconer, NY by December 6, 2024 at 3:30p.m.

Please include the following information on the front of the sealed envelope:

Attention:	Brandi McIntyre, Purchasing Agent
Proposal No:	RFP-12-24 DMHDSS
Title of Proposal:	SAEF Program

Any proposals, or unsolicited amendments to proposals, received after the due date and time specified on the cover page may not be considered in the review process. No faxed or e-mailed documents will be accepted. Chautauqua County takes no responsibility for any third party error in the delivery of the applications (e.g., U.S. Post Office, Federal Express, UPS, courier, etc.).

Copies of proposals shall be available in a Microsoft Word or PDF document by e-mail after

all proposals have been opened and awarded.

- 2.1 No proposal will be considered which is not accompanied by pricing information for services to be rendered, and all proposals shall be signed by an authorized individual.
- 2.2 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (NYS Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: “THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW”. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 3: MODIFICATIONS OR WITHDRAWAL OF PROPOSAL:

- 3.1 Questions about or requests for clarification of an item for this RFP must be submitted in writing to Brandi McIntyre, Purchasing Agent at mcintyrb@chqgov.com. Questions must be submitted prior than the date on the front of this solicitation. County responses will be submitted to all parties in the form of an Addendum to the original RFP, receipt of which must be acknowledged with each proposal submittal.
- 3.2 **Other than the contact person identified in the proposal, or their designee, prospective proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.**
- 3.3 A proposal that is in the possession of Chautauqua County may be altered by a sealed letter bearing the signature or name of the authorized person, provided it is received PRIOR to the date and time of the proposal due date. Fax, email, telephone or verbal alterations will not be accepted. A proposal that is in the possession of Chautauqua County may be withdrawn by the proposer up to the time of the proposal due date. Failure of the successful proposer to furnish the service awarded, as a result of this Request for Proposal, may eliminate the proposer from the active vendors list for a period of time as determined by the Purchasing Manager.

SECTION 4: EVALUATION CRITERIA:

- 4.1 The County reserves the right to seek any clarifications needed to determine the most qualified submittal and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer’s proposal and/or to determine compliance with the requirements of the solicitation.
- 4.2 **Alternatives/Value-Added Considerations:** The Proposer may include items not specified in this RFP in their proposal in which the vendor feels can be pertinent to or an added benefit to the services requested. All such alternatives must be listed separately from the proposal

and the cost thereof must be separated and itemized.

- 4.3 A contract may be awarded to the proposer whose proposal achieves the highest evaluation score by the evaluation committee based on the specified criteria, and not solely on the basis of price.
- 4.4 Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of sixty (60) days from the due date of the proposals.
- 4.5 Evaluation will be performed to determine the proposers understanding of work to be performed, technical approach, potential for completing the work as specified herein, cost reasonableness, the probable cost to the County, and ranking with competing proposers.

SECTION 5: PROPOSAL FORMAT AND SUBMITTALS:

- 5.1 The County requests that the following format be followed when submitting your proposal:
 - ✓ The title page: RFP Subject, name of proposer, address, telephone, email address, contact person and table of contents.
 - ✓ Qualifications: List of qualifications and experience to carry out the requested services. Qualification to do business in NYS, number of years in business and length of experience. Limit this to two (2) pages maximum.
 - ✓ References: Include at least two references from supervisors of previous projects. Provide a list of municipal clients whom you have had past projects with that are of similar size and quality.
 - ✓ Plan Implementation: This is the scope of services in terms of the proposer's plan to carry out the requested services. Limit of a total of 6 pages maximum.
 - ✓ Cost Proposal Section: This shall include **all costs** associated with the proposer's plan to carry out the requested services as specified. Any cost proposal forms furnished by the County must be included in this section. Alternatives must be separated and itemized.
 - ✓ Mandatory Documents: Please use the Response Checklist when submitting your proposal.

SECTION 6: PREPARATION OF PROPOSAL

- 6.1 In case of error in the extension of prices in the proposal, unit prices will govern, where applicable.
- 6.2 Proposers are expected to examine special provisions, the scope of work, schedules and instructions included in this Request. Failure to do so will be at the proposer's risk
- 6.3 The County will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

SECTION 7: PROPOSER QUALIFICATIONS:

- 7.1 Each proposer shall submit a statement of the proposer's qualifications, experience, organization, equipment, and facilities available to adequately provide the service and material necessary to fulfill the minimum specifications for this RFP, unless otherwise specified in the scope of work.

- 7.2 The County shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform obligations under the contract, and the proposer shall furnish to the County all such information and data for this purpose as may be requested.

SECTION 8: AWARD AND CONTRACT INFORMATION:

- 8.1 The proposer agrees that should their firm be awarded a contract, proposer will not discriminate against any person who performs work hereunder because of age, race, color, sex, creed, sexual orientation, national origin, or disability.
- 8.2 The proposer expressly warrants to the County that it has the ability and expertise to perform its responsibilities hereunder and in so doing shall use the highest standards of professional workmanship.
- 8.3 Chautauqua County reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the County to do so. Explanations of County decisions shall not be required except as otherwise provided by law.
- 8.4 The successful proposer will be required to enter into and sign an Agreement or an Agreement of Services (Contract) with the County with reasonable adjustments acceptable to the County. This RFP and the response of the successful proposer may become a part of the Contract and will be in effect for the duration of the contract. The Contract language will control over any conflicting language contained within this RFP.
- 8.5 The successful proposer will not commence any work, which could be billed, until a valid Contract has been executed by both the proposer and the County.
- 8.6 The County intends to enter into a contract with the awarded proposer that will continue through September 2025.
- 8.7 All data transmission (cloud-based technology solutions) and vendor electronic communications (email) shall only reside and traverse servers based in the United States.

AGREEMENT

Administration of New York State Shelter Arrears Eviction
Foreclosure (SAEF) Program

This Agreement is made as of _____, by and
between the following parties:

COUNTY: COUNTY OF CHAUTAUQUA, NEW YORK
A Municipal Corporation
Gerace Office Building
Mayville, New York 14757-1007
hereinafter called "County,"

-and-

DMHSS: CHAUTAUQUA COUNTY DEPARTMENT OF
Mental Hygiene and HUMAN SERVICES
Division of Social Services
Hall R. Clothier Building
7 North Erie Street
Mayville, New York 14757
hereinafter called "DMHSS,"

-and-

CONTRACTOR:

hereinafter called "Contractor."

WITNESSETH:

WHEREAS, County through its Department of Mental Hygiene and
Social Services, Division of Social Services, seeks another
public agency, contractor, or non-profit organization to
administer Chautauqua County's allocation of New York State's
Shelter Arrears Eviction Foreclosure Program funds to provide

vital shelter assistance to help eligible households retain permanent housing; and

WHEREAS, County issued RFP number [] on [], soliciting proposals for said services; and

WHEREAS, in response to the RFP Contractor submitted a proposal, which received the highest ranked score by the evaluation committee based on the specific criteria in accordance with County's purchasing policy and New York State General Municipal Law, and said proposal is attached hereto and incorporated into this agreement as **Appendix B**;

WHEREAS, Contractor is willing, able, and has staffing available to fulfill the requirements of this contract;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Contract Documents. The contract documents consist of the following, including all current and future appendices, attachments, addendum, adjustments, updates, and amendments: this Agreement; County RFP-[] DMHSS issued [date]; Contractor's Proposal dated [] (attached hereto as Appendix B); Appendix A; Confidentiality and Non-Disclosure Agreement; and all applicable federal, state, and local laws, regulations, resolutions, ordinances, policies, procedures, manuals, circulars, licenses, permits, certifications, standards, guidelines, guidance and implementation memos, including but not limited to OTDA 24-LCM-12 (local commissioners memorandum on the SAEF program); LDSS 4579 (non-citizen eligibility desk aid); Chautauqua County's local policy governing eligibility for SAEF payments; Social Services Law 131-a; and an executed HIPPA Business Associate Agreement between parties. The Contract Documents are as fully a part of this Agreement as if attached hereto or repeated herein.

All services provided by Contractor and its subcontractors shall be provided in furtherance of and in conformance with the

Contract Documents. Contractor shall be responsible for informing itself and any subcontractors of the requirements thereof.

In the event of a conflict between the terms of this Agreement and the terms of another Contract Document the terms of this Agreement shall prevail, provided, however that where the other Contract Document provides greater detail about or elaboration of an obligation set forth in this Agreement, the provisions of the other Contract Document shall be considered as additional requirements to the duty or obligation found in this Agreement, enforceable at the option of County. This Agreement shall be construed as requiring conformance with all local, state, and federal requirements.

2. Services. Contractor shall provide administrative services of the County's allocation for New York State Shelter Arrears Eviction Forestallment (SAEF), which provides vital shelter arrears assistance to help eligible households retain permanent housing, pursuant to Contractor's proposal attached as **Appendix B**.

Contractor shall utilize existing or hire experienced, well-qualified, properly vetted staff for purposes of this Agreement, pursuant to the job-descriptions attached hereto as **Appendix B**.

Contractor shall properly and fully vet all household applications for shelter arrears services pursuant to this Agreement and shall apply the following criteria in selecting participants:

SAEF eligibility:

- Eligible households are individuals and/or families, with or without children, who have shelter arrears and require assistance to retain permanent housing;
- Households must first apply for shelter arrears assistance under Emergency Assistance to Families (EAF) or Emergency

Safety Net Assistance (ESNA), and found ineligible through both programs prior to being assessed for SAEF program eligibility. DMHSS shall make said eligibility determinations, and if appropriate, make a referral to Contractor. The referral shall include the applicable denial letter;

- Households must meet the PA (Family Assistance (FA) or Safety Net Assistance (SNA)) citizenship/non-citizen status eligibility requirements (**Appendix ___** Non-Citizen Eligibility Desk Aid LDSS 4579 should be used for reference);
- Households must meet the EAF (households with minor children) or ESNA for (households with no minor children) income eligibility requirements. OTDA issues guidance annually regarding changes in the federal poverty guidelines. Guidelines are released each year in March. Current income guidelines are in effect through March 31, 2025, and are attached to this contract as **Appendix ___**. DMHSS shall notify Contractor in March of 2025 of the newest guidelines effective April 1, 2025. Should this contract be extended for additional one-year terms, as indicated in the "Term" section of this Agreement, DMHSS shall promptly upon receipt of updated income guidelines, notify Contractor by email and first-class mail of these changes and the new guidelines shall be incorporated into Contractor's Program accordingly;
- Households that are determined income eligible for the SAEF program must also be able to reasonably demonstrate an ability to pay future shelter expenses; and
- SAEF program payments will be made directly to the landlord/property owner on behalf of the tenant. Tenants, landlords, and/or property managers must be notified of SAEF program assistance provided on behalf of any SAEF program recipient.

Contractor shall establish policies and procedures to:

- Establish that the SAEF program recipient is the primary tenant/homeowner (e.g., require a lease or other documentation);
- Establish the shelter arrears amount due for the SAEF program household;
- Ensure that the SAEF program payment will be accepted to prevent eviction for a specified timeframe;
- Take reasonable steps to prevent the duplication of benefits;

- Issue a determination letter stating the amount approved, or a denial letter with the reason for denial; **Appendix ___**
- Establish a process for handling fraudulent applications, including a procedure for recovering funds, if necessary; and
- Establish a process for reviewing and considering appeals of applications that are denied.

Contractor shall provide a copy of these policies and procedures to DMHSS on or before execution of this Agreement.

Applications shall be accepted by Contractor on a first-come, first-served eligibility basis according to the parameters set forth in OTDA 24-LCM-12 and the County's local policy.

Prioritization should be given to certain households as follows:

- Households with children under the age of six;
- Single individuals with a history of housing instability;
- Veterans;
- Individuals and families experiencing domestic violence (DV); and
- Other victims of violence.

In addition, Contractor will require staffing hired pursuant to this Agreement to participate and demonstrate compliance in regular training provided by DMHSS staff to ensure proper understanding of rules and regulations of State and Federal benefit programs in order to assist families they are working with. Contractor, and all staff hired by Contractor for purposes of this Agreement shall comply with all requested or required trainings required by County or the State of New York to provide services under this Agreement.

3. Required Meetings. Contractor and DMHSS each agree to regularly meet to discuss program goals, contract terms, compliance, participants, and program status, on dates and at times to be negotiated by parties. Contractor shall, if requested by County, participate in monthly case review meetings that include relevant partners including but not limited to

DMHSS staff to identify and address barriers with program compliance and access to services. Contractor agrees to review confidentiality rules with all relevant partners and may, in its discretion, require each relevant partner to sign confidentiality and data sharing agreements for the flow of information relevant to these meetings.

4. Independent Contractors. Contractor and all staffing hired by Contractor for purposes of this Agreement are independent contractors and not employees, servants, or agents of County. Contractor shall have exclusive responsibility for the means, manner, time, and methods of performing its obligations under this Agreement. Contractor and all staffing hired by Contractor for purposes of this Agreement shall not be entitled to any of the benefits afforded to County employees including, but not limited to, paid personal, sick, or vacation time, health insurance, and retirement benefits. Contractor shall not have an office in any County office building, nor shall he have an assigned phone or computer or assigned clerical support.

5. Reports. Contractor shall report and keep data about each individual household that participates in the program. Household payment records must include:

- Landlord name or business name;
- Landlord address;
- Primary tenant name;
- Primary tenant DOB;
- Primary tenant race/ethnicity;
- Tenant address;
- Date of SAEF program payment;
- Months with arrears covered by SAEF program payment;
- Total SAEF program payment;
- Primary tenant has open PA case at time of payment yes/no;
- Number of children in household at time of payment (0-N);
- Number of adults in household at time of payment (1-N).

A data program compliance template from OTDA is attached hereto as **Appendix ___**. Using the data indicate above, Contractor shall submit to DMHSS a *Program End Summation Report*, which includes the criteria used to determine eligibility, the number of households served, the dollar value of arrears issued under the SAEF program, and basic demographic information on households served, as indicated in OTDA 24-LCM-12. Said report shall be provided to the designated Principal Social Welfare Examiner in charge of SAEF Program at DMHSS. The Program End Summation Report shall be due to DMHSS by October 15, 2025. Failure by Contractor to submit a complete report in a timely manner shall constitute a breach of this contract and payments made by County to Contractor may be withheld until such time as a complete and accurate report is submitted. Any invoices or claims submitted by Contractor after February 13, 2026, shall be disallowed.

Contractor agrees to provide any additional information requested by DMHSS regarding services provided under this Agreement based upon changes in State or Federal reporting requirements.

6. Confidentiality. Contractor agrees to comply with all applicable laws, rules, regulations, and Contract Documents regarding confidentiality and privacy, including but not limited to the provisions of HIPAA, and state privacy/confidentiality laws. Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to this Agreement, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of carrying out the purposes of this Agreement and in conformity with applicable provisions of State and Federal law. Contractor (i) has an

affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure, and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). *Contractor shall provide training to all staffing on confidentiality in accordance with this Agreement.*

Contractor and DMHSS each agree to provide reports, documents, and other information that will enable the other party to perform its duties under this Agreement. All information exchanged between parties is confidential and shall be used only for its intended purposes. Each party shall take appropriate measures to safeguard the confidentiality of such information to the extent required by any applicable state and federal laws and regulations, including, but not limited to, the Federal Social Security Act, New York State Social Services Law S136, 18 NYCRR Part 357 et. seq., New York State Public Health Law Article 27 - F, and all applicable provisions of New York State Mental Hygiene Law.

Contractor shall, as part of the Agreement, include specific procedures ensuring the protection of health history information related to an individual who has been diagnosed as have AIDS or an HIV-related illness, or an HIV infection or laboratory test performed on an individual for HIV related illness. All program staff to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with 18 NYCRR Part 405, Section 36.6, and section 18 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violation of state law and regulation. 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 to authorize further disclosure."

7. Records. All applicable records hereunder, including notifications regarding eligibility determinations, shall be kept for a period of six (6) years following submission of the program end summation report, and shall be available upon request, for audit purposes to the New York State Office of Temporary and Disability Assistance, New York State Office of the State Comptroller; DMHSS; and the United States Department of Health and Human Services.

8. Payment. County shall pay Contractor a maximum sum not to exceed Eighty-six Thousand Seven hundred Thirty-nine and No/100 Dollars (\$86,739.00 USD) during the term of this Agreement, pursuant to the budget attached and incorporated into this Agreement as **Appendix ___**.

Payment shall be monthly upon Contractor's submission to DMHSS of properly executed, itemized, and certified County claim vouchers or invoices whose form and content shall be approved by the County Commissioner of Mental Hygiene and Human Services or duly authorized designee together with all fiscal records and documentation as reasonably requested by DMHSS evidencing proof of reimbursable expenditures.

This Agreement shall be deemed executory to the extent of funds provided to County by New York State for the objects and purposes hereof. In the event of a reduction in SAEF funding, County may immediately terminate this Agreement, in whole or in part, with accounts to be adjusted and prorated as of the

termination date.

9. Term. This Agreement shall commence as of [], and shall terminate on September 30, 2025. Parties may by mutual written agreement, based upon extension of SAEF funding from New York State, extend this Agreement for up to three (3) additional one-year terms. At the time of an extension, parties may make minor alterations and updates to this Agreement to reflect changes in best practices to carry out the services required by this Agreement. Any changes in contract language at time of an extension shall be in writing in the form of an "amendment" and shall be signed and agreed to by all parties. Contractor shall be notified of the decision by DMHSS to extend this Agreement no later than by September 30 of each program year.

Either party may terminate this Agreement without cause, in whole or in part, upon thirty (30) days advanced written notice with accounts between the parties to be adjusted and prorated as of such termination date.

In the event of a reduction in funding, or if federal or State reimbursement is terminated or not allowed, or for cause, County reserves the right, by written notice, to immediately terminate this Agreement, in whole or in part, with accounts between the parties to be prorated and adjusted as of such termination. County may immediately by written notice terminate this Agreement in the event Contractor violates any provision of this Agreement or of a Contract Document.

10. Compliance with Laws. Contractor shall comply with all the provisions of laws in the County of Chautauqua, the State of New York and of the United States of America which affect municipalities and municipal contracts, and provide at its expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, the Immigration and Naturalization

Laws and Regulation, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

11. Non-Discrimination. Parties shall not discriminate or permit discrimination against any individual or group on the grounds of age, color, creed, disability, domestic violence victim status, handicap, marital status, military status, national origin, political affiliation, predisposing genetic characteristics, race, religion, sex (including gender identity or expression), sexual orientation, or veteran status.

12. Digital Signatures and Document Storage. Each party may affix a digital signature to this Agreement by electronic means. By affixing a digital signature the parties are affirming they have authority to enter into this Agreement, and that this Agreement executed by digital signature or other electronic means shall be legally binding and effective. Each party also agrees that this Agreement, and any document including or relating to this Agreement, may be imaged and stored electronically and may be introduced as evidence as original business records and neither party shall contest their admissibility.

13. Execution in Counterparts. This Agreement, and any amendment or modification, may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. The exchange of copies of signature pages by scanned portable document format (".pdf") email attachment, or through any digital signature program,

shall constitute effective execution of this Agreement, and .pdf copies of this Agreement shall have the same force and effect as an original.

14. Additional Terms and Conditions. Contractor shall comply with all provisions contained in Appendices A and B, the attached non-disclosure agreement, and Attachments [] attached hereto and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COUNTY OF CHAUTAUQUA

BY _____ DATE _____
Paul M. Wendel, Jr., County Executive

CHAUTAUQUA COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES,
DIVISION OF SOCIAL SERVICES

BY _____ DATE _____
Carmelo Hernandez, Commissioner

[Contractor]

BY _____ DATE _____

**CHAUTAUQUA COUNTY
RESPONSE CHECKLIST - PROPOSAL NO. RFP-12-24 DMHDSS**

Please note below a list of documents which must be submitted in full as part of this proposal. Failure to submit any of the documents as part of your proposal or failure to acknowledge any addendum in writing with your proposal may be cause for rejection of the proposal.

Submitting a proposal on any condition, limitation or provision not officially invited in this RFP (Request for Proposal) may also be cause for rejection.

Please check each item indicating your compliance:

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL.

- RESPONSE CHECKLIST
- NON-COLLUSION CERTIFICATE
- IRANIAN DIVESTMENT CERTIFICATE
- FINANCIAL AFFIDAVIT
- AFFIDAVIT OF A FOREIGN CORPORATION
- CORPORATE ACKNOWLEDGEMENT CERTIFICATE
- EXCLUSION CHECK
- PRICING SUBMISSION SHEET (PROPOSAL FORM) IF INCLUDED OR VENDOR'S OWN SUBMISSION
- REQUIRED FORMS AS LISTED IN RFP
- ADDENDUM(S) ACKNOWLEDGE (IF APPLICABLE)
- ONE (1) ORIGINAL **AND ONE (1) COPY** OF YOUR SUBMITTED PROPOSAL
- INSURANCE CERTIFICATES

COMPANY	TELEPHONE NUMBER
ADDRESS	EMAIL ADDRESS
AUTHORIZED REPRESENTATIVE (PRINT)	TITLE
AUTHORIZED SIGNATURE	DATE

PROPOSAL RESPONSE FORM
Proposal No. RFP-12-24 DMHDSS

Proposal Title: SAEF Program

VENDOR NAME: _____

COMPANY: _____

REPRESENTATIVE: _____

EMAIL: _____ **/PH.** _____

Below are two options, please indicate which one is applicable to your response and return to the contact below:

We the above referenced Company will be preparing a proposal to submit for this project. I am returning this document to assure that I receive all further communication regarding the RFP including any addendums issued.

We the above referenced Company will not be preparing a proposal to submit for this project for the following reasons listed below. **Please check where applicable:**

_____ Project or scope not suited to our Company.

_____ Our items and/or materials do not meet your specifications.

_____ Insurance Requirements

_____ Bond Requirements too restrictive (when required)

_____ Scope of services are not clearly understood or applicable _____ too vague _____ too rigid

_____ Insufficient time allowed for preparation of proposal

_____ Other reason not listed above (or) elaborate on the checked marked reason above:

Please send your response to: Brandi McIntyre, Purchasing Agent
Phone: 716-661-8213
Email: mcintyrb@chqgov.com



CHAUTAUQUA COUNTY VENDOR INFORMATION SHEET

VENDOR NAME: _____

DBA: _____

TAX ID # (PLEASE PROVIDE A COMPLETED W9 FORM): _____

VENDOR PRIMARY ADDRESS: _____

VENDOR PRIMARY PHONE: _____

REMIT ADDRESS: _____

ELECTRONIC REMITTANCE EMAIL: _____

VENDOR CONTACTS

ACCOUNTING

NAME: _____

PHONE: _____

EMAIL: _____

SALES

NAME: _____

PHONE: _____

EMAIL: _____

CONTRACTS

NAME: _____

PHONE: _____

EMAIL: _____

COMPLETED BY: _____

TITLE: _____

DATE COMPLETED: _____

A Finance Department representative will contact your company regarding required electronic payment information. If the Electronic Remittance Email is not the appropriate email to contact for this data, please indicate which contact is appropriate by checking the check box before the contact type.

NON-COLLUSION BIDDING CERTIFICATION

By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, subject to the terms of Section 103-d of the General Municipal Law, as amended, and under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the bid opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (d) The person signing this bid certifies that s/he has fully informed him/herself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury affirms the truth hereof, such penalties being applicable to the bidder as well as to the person signing on the bidder's behalf.

Signature _____

Title _____

STATE OF NEW YORK)
COUNTY OF) SS:

On this _____ day of _____, 20____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that s/he resides at _____, New York: that s/he is the _____ of _____, the corporation described in and which executed the within instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of said corporation.

Notary Public

IRANIAN DIVESTMENT CERTIFICATION
NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-G

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (see <https://ogs.ny.gov/iran-divestment-act-2012>).

Date: _____

Signature

Title

Company Name

On 1/13/12, Chapter 1 of the Laws of New York for 2012 was signed into law by Governor Andrew M. Cuomo. The law is known as the "Iran Divestment Act of 2012" (the "Act") and can be found at § 165-a of the NY State Finance Law. The Act became effective on April 12, 2012. The Act imposes limitations on "persons" that are determined to be engaged in investment activities in the Iranian energy sector, as defined in the Act. On 7/17/12, Governor Cuomo signed into law Chapter 106 of the laws of 2012, which extended the Iran Divestment Act to State and local public authorities, the State University of New York, and the City University of New York.

EXCLUSION CHECKS CERTIFICATION

Chautauqua County reserves the right to conduct exclusion checks on those who respond to its solicitations and on those with whom it contracts to verify that the contractor and its employees, subcontractors, and agents have not been sanctioned, excluded, debarred, suspended, or the subject of adverse governmental action by law enforcement, regulatory authorities, or licensing entities. This may include a check for exclusion from Federal healthcare programs. By submitting this bid, you are: certifying that you are not prohibited from providing these services and/or goods as a result of being sanctioned, debarred, suspended, or excluded; agreeing that the County has the right to decline to enter into a contract with you in the event the County finds there to be a legal or funding source impediment to contracting with you; agreeing to provide written notice to the County immediately upon the occurrence of any sanction, exclusion, debarment, or suspension relating to your contract with the County; and agreeing that upon the occurrence of any such sanction, exclusion, debarment, or suspension, the County has the right to declare its contract with you to be terminated effective as of the moment of such occurrence or at such later date as is deemed by the County to be in the best interest of the County.

Date: _____

Signature

Title

Company Name

FINANCIAL AFFIDAVIT

STATE / COMMONWEALTH OF _____)
) ss:
COUNTY OF _____)

_____, being duly sworn, deposes and says that I have made a complete and thorough examination of the financial records of the bidder, _____; and that I have determined that said bidder is currently not in arrears in taxes or upon debt or contract to or with the County of Chautauqua, that said bidder has not defaulted as surety or otherwise upon a contract or obligation to the County of Chautauqua, and that said bidder is not disqualified to bid upon municipal or state contracts under any act of New York State Legislature.

Signature of above-named individual

Sworn to before this _____
day of _____, 20__

NOTARY PUBLIC

AFFIDAVIT OF A FOREIGN CORPORATION

STATE / COMMONWEALTH OF _____)
) ss:
COUNTY OF _____)

I, _____ as _____
of _____, a corporation
incorporated under the laws of _____ authorized to do business in the State of
New York, do hereby certify and affirm that the above named corporation has complied Article 13 of the
Business Corporations Law of the State of New York. As proof I submit a copy of:

A receipt of filing an application with the New York Secretary of State to conduct business in The
State of New York; **OR**

A copy of our application for authority to conduct business in the State of New York filed
with the Secretary of State on _____, 20____.

As said corporation has complied with Article 13 of the Business Corporations Law of the State of New
York, I hereby swear and affirm that the above-named corporation is authorized to conduct business in
the State of New York.

Under penalty of perjury, I declare that the facts presented herein are true and, to the best of my
knowledge and belief, are true, correct and complete.

In witness thereof, I set my hand and attach the corporate seal this
_____ day of _____, 20____.

Signature

Title

Business Corporation Law of New York, Section 102(7):
“Foreign Corporation” means a corporation...formed under laws other than the statutes of (New
York)...”Authorized,” when used with respect to a foreign corporation, means having authority,
under Article 13 of the Business Corporation Law, to conduct business in New York State.

BID AUTHORIZATION CERTIFICATE

Individual, Corporation, Partnership, or LLC Acknowledgement

STATE / COMMONWEALTH OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____ in the year 20____, before me personally appeared _____ known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that s/he resides in the Town of _____, County of _____, State / Commonwealth of _____, and that

[Mark an X in the appropriate box and complete the accompanying statement.]

(If an individual): this person executed the foregoing instrument in his/her name and on his/her own behalf.

(If a corporation): this person is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, this individual is authorized to execute the foregoing bid documents on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, s/he has executed the foregoing bid document(s) in the name of and on behalf of said corporation as the act and deed of said corporation.

(If a partnership): this person is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, this individual is authorized to execute the foregoing bid document(s) on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, s/he has executed the foregoing bid document(s) in the name of and on behalf of said partnership as the act and deed of said partnership.

(If a limited liability company): this person is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that, by authority of the Board of Directors or Members of said company, this individual is authorized to execute the foregoing bid document(s) on behalf of the company for purposes set forth therein; and that, pursuant to that authority, s/he has executed the foregoing bid document(s) in the name of and on behalf of said company as the act and deed of said company.

Date Signature Printed Name

NOTARY PUBLIC

Amendment. No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent forfeiture for any succeeding breach.

Assignment. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any of its right, title, or interest therein, or the power to execute this Agreement, without the prior written consent of the County. (GML Section 109)

Audit. County, itself or through a third party, reserves the right to audit Contractor upon reasonable notice to ensure compliance with this Agreement. Contractor shall fully comply with any such audit.

Binding Agreement. This Agreement shall be binding on the parties, their successors, heirs, and assigns.

Confidentiality. Information relating to individuals who may receive services pursuant to this Agreement shall be confidential, and maintained and used only for the purposes intended under this Agreement, in accordance with all applicable State and Federal laws, rules and regulations and industry standards. If Contractor is a Business Associate of the County as defined by HIPAA, Contractor shall comply with the terms of County's standard Business Associate Agreement, as the same may be amended from time to time, unless otherwise agreed upon in writing by the parties. This requirement shall survive termination of this Agreement.

Conflict. In the event of a conflict between the terms of this Agreement and the terms of any other Contract Document, the terms of this Agreement shall be controlling notwithstanding anything in Contractor's documents to the contrary.

Debarment/Suspension – see County solicitation documents.

Digital Signatures and Document Storage. Each party may affix a digital signature to this Agreement by electronic means. By affixing a digital signature the parties are affirming they have authority to enter into this Agreement, and that this Agreement executed by digital signature or other electronic means shall be legally binding and effective. Each party also agrees that this Agreement, and any document including or relating to this Agreement,

may be imaged and stored electronically and may be introduced as evidence as original business records and neither party shall contest their admissibility.

Entire Agreement. This Agreement contains the sole and entire Agreement between the parties relating to the goods and services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect.

Execution in Counterparts. This Agreement, and any amendment or modification, may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. The exchange of copies of signature pages by scanned portable document format (".pdf") email attachment, or through any digital signature program, shall constitute effective execution of this Agreement, and .pdf copies of this Agreement shall have the same force and effect as an original.

Force Majeure. Either party may terminate or suspend its performance under this Agreement, in whole or in part, immediately upon the occurrence of a "force majeure." A "force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the County which render performance of its obligations impossible.

Guarantee. Contractor shall fully guarantee the quality and workmanship of the services and/or goods provided, and shall represent and warrant that such goods or services meet or exceed all applicable industry standards.

Governing Law. Notwithstanding any statement in this or any other document to the contrary, this Agreement shall be governed by the laws of the State of New York, without regard to its principles on conflicts of law, and Contractor consents to New York State Court jurisdiction in Chautauqua County, New York as the exclusive jurisdiction for this contract, and any disputes hereunder shall be heard by a court of competent jurisdiction in Chautauqua County, New York, unless this paragraph is physically crossed out and initialed by both parties, or unless the Federal supremacy clause requires otherwise.

Independent Contractor. Contractor is an independent contractor and not an employee, servant, or agent of the County. Contractor shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement.

Indemnification. Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the goods provided or services to be rendered by Contractor or its subcontractors pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold County and its officers and employees harmless from any liability, claim, demand, loss, judgment, expense, and cost of every type, amount, and nature, direct and indirect and without limitation, including the costs of defense, arising from Contractor's performance or failure to perform the terms of this Agreement. In the event that this Agreement is funded by Federal or State funds, and County is required to indemnify the funding source(s) of this Agreement, Contractor shall be required to indemnify the funding source to the full extent that County is contractually obligated to do so, to the extent such obligation arises from Contractor's action or failure to act in accordance with this Agreement.

All money expended by County as a result of such claims, actions, damages, losses, expenses, and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by Contractor to County.

Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement, including attachments and referenced items, deemed to be in conflict, unless specifically stated otherwise.

Insurance. Unless waived by the County Attorney or his/her designee in writing, Contractor shall secure and maintain the insurance specified at <https://chqgov.com/finance/insurance-requirements> incorporated by reference as though fully set forth herein, with County named as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. The insurance afforded the additional insureds shall be at

least as broad as that afforded to the first named insured. County as additional insured will be entitled to the limits stated in the contract or the full limits of the policy, whichever is greater. Contractor shall file a certificate of insurance with the County prior to performing pursuant to this Agreement or receiving any payment. Contractor shall provide new insurance certificates when the existing certificates expire, without demand.

Contractor shall immediately forward to County (fax (716) 753-4888) any notice of actual or pending termination, suspension, or non-renewal of insurance. In the event Contractor's insurance expires or is terminated or suspended, County shall have all rights available for breach of contract, and may declare this Agreement to be automatically and immediately terminated effective as of the moment of expiration, termination, or suspension. In addition, County reserves the right to withhold payment to Contractor until such new certificates have been provided and approved. County shall have unlimited access to Contractor's insurance company and policies.

Licenses and Permits. Contractor shall secure and maintain throughout the term of this Agreement all necessary licenses, permits, and other certifications and qualifications required for its performance of this Agreement. Contractor shall immediately notify the County of any notice of, or actual, revocation or restriction of a license, permit, or other certification necessary for its performance of this Agreement. In the event of a revocation which prohibits Contractor from being able to perform this Agreement, this Agreement shall automatically terminate effective as of the moment of such revocation.

Non-Discrimination. In the performance of this Agreement, Contractor will not discriminate or permit discrimination against any individual or group on the grounds of age, color, creed, disability, domestic violence victim status, handicap, marital status, military status, national origin, political affiliation, predisposing genetic characteristics, race, religion, sex (including gender identity or expression), sexual orientation, or veteran status. Contractor shall comply with County's Title VI (non-discrimination) policy, which can be obtained by contacting the County Compliance Officer at (716) 753-4714, and with the County's DBE policy.

Notice of Investigation. Contractor shall notify County in writing within five (5) calendar days of obtaining knowledge of the commencement of any investigation or audit or adverse action against Contractor by any governmental agency, to the extent such audit, investigation, or action relates in any way to contract goods or services.

Payment. Contractor shall invoice County within ninety (90) days of the date of service. Payment will be made upon timely receipt of a properly executed invoice in form and content approved by the Department Head, or a duly authorized subordinate of the department requesting services, accompanied by such documentation as is reasonably requested. By submitting a claim to County for payment, Contractor certifies that: claims are just, true and correct; goods are of the quantity and quality stated and/or that the services were actually performed; that prices are reasonable and in accordance with the Agreement; that no portion of the claim has been paid; that there exist no offsets or counterclaims on this or any other Agreement with the County; and that no tax is included. Contractor acknowledges that County issues vendor payments electronically, and shall complete payment forms as required by the County for that purpose. Electronic Payment Methods forms can be found at: <http://www.co.chautauqua.ny.us/218/Form s-Applications>.

Performance Time. Notwithstanding the stated Agreement date or term, County shall not be obligated to pay for goods or services which are furnished: prior to the date this Agreement is executed by both parties; or during any time when the required insurance is not in place.

Records. Contractor shall keep and maintain records and other documents as required by the Agreement. Contractor shall submit to County upon request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data that County may request concerning work performed or to be performed under this Agreement. All books and records of Contractor shall be available upon request for inspection and/or audit and/or copying by the County during the time hereof and for a period of six (6) years hereafter. Contractor shall also comply with audit requirements of third parties, as identified in Contract Documents.

Set-Off Rights. County shall have all of its common law, equitable, and statutory

rights of set-off. These rights shall include, but not be limited to, the option to withhold for the purposes of set-off any money due to Contractor under this or any other Agreement, up to any amounts due and owing to County with regard to any contract with any Chautauqua County department, office or agency.

Severability. Should any part, term, or provision of this Agreement be determined, by a court of competent jurisdiction, to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be impaired or affected.

Statutory Compliance. Contractor shall perform in accordance with all applicable federal, state, and local laws, rules and regulations, including without limitation any applicable provisions of the Labor Law of the State of New York. All statutory and regulatory provisions applicable to this Agreement are hereby incorporated by reference. Contractor shall provide, at its own expense, all permits, licenses, and certifications required for the performance of its services and provision of goods pursuant to this Agreement and shall be solely responsible for paying any and all fines or penalties incurred as a result of any improper activities. Contractor's performance shall meet or exceed industry standards.

Subcontracts. Contractor shall: (a) require any subcontractor, agent, volunteer, or other third party (Third Party) performing Agreement services to comply with all applicable Federal, State and Local laws, rules and regulations; (b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by Third Party with this Agreement; (c) require any third party to indemnify County against any and all claims arising out of such Third Party's performance of, or failure to perform, the Agreement, with Contractor assuming such indemnification itself to the extent a Third Party fails to do so; and (d) remain fully obligated under this Agreement notwithstanding its delegation of a Third Party to undertake all or any portion of the performance of this Agreement. Contractor shall inform Third Parties, and require Third Parties to abide by, all relevant provisions of this Agreement.

Survival. The terms and conditions of this Agreement shall survive the expiration of this Agreement to the full extent necessary for their enforcement and for the

protection of the party in whose favor they operate.

Termination Obligations. Upon receipt of notice of termination of this Agreement, Contractor shall cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, unless otherwise directed by County, and shall not incur any new obligations after receipt of the termination notice without written approval of County.

Waivers. Any waiver of a breach of this Agreement shall not be deemed to be a waiver of any preceding or future breach of the same or any other covenant, term, or condition.

Wages and Hours. When applicable, Contractor shall comply with §§220-e and 239 of New York State Labor Law. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, if this is a public work contract covered by Article 8 of the Labor Law, Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by County of any County-approved sums due and owing for work performed upon the project.

Workers Compensation Coverage. If this Agreement is of such a character that the employees engaged thereon are required to be insured under the workers' compensation law, then, in accordance with General Municipal Law §108, this Agreement is void and of no effect unless the person or corporation making or performing this Agreement shall secure compensation for the benefit of, and keep insured during the life of this Agreement, such employees, in compliance with the provisions of the workers' compensation law.

CHAUTAUQUA COUNTY MINIMUM INSURANCE REQUIREMENTS

INSURANCE SHALL BE PROCURED AND CERTIFICATES DELIVERED BEFORE COMMENCEMENT OF WORK OR DELIVERY OF MERCHANDISE OR EQUIPMENT.

This document shall be attached to and become part of the contract/agreement/service order. The contractor shall immediately forward to County, via facsimile to the County Department of Insurance (716) 753-4888 any notice of actual or pending termination, suspension or non-renewal of any of its policies. In the event the contractor's insurance expires or is terminated or suspended, County shall have all rights available for breach of contract and the contract/agreement/service order shall automatically and immediately terminate effective as of the moment of expiration, termination or suspension. The contractor agrees that County shall have unlimited access to its insurance company and policies.

Certificate Requirements The certificate must:

- A. be addressed to **CHAUTAUQUA COUNTY**, Department of Insurance, 3 N. Erie Street, Mayville, NY 14757-1007;
- B. specify all coverage required below and elsewhere in the contract. **Bid specifications or particular contracts, leases or agreements may require alternate coverages and limits, which must be evidenced on the Certificate in lieu of the coverages and limits specified below;**
- C. be issued by an insurer which has at as a minimum, BEST'S RATING of A- and be size category VII or higher;
- D. state "**CHAUTAUQUA COUNTY** shall be an additional insured, as well as a certificate holder, on a direct, primary and non-contributory basis including products and completed operations"
Note: Professional Liability, Worker's Compensation, and Disability Benefits Liability Insurance policies are not required to have the County as an additional insured, however County shall be named as certificate holder;
- E. include a waiver of subrogation for "**Construction and Maintenance**" and "**Property Leased to Others or Use of Facilities or Grounds**" coverage;
- F. state "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions"; and
- G. be delivered to the Chautauqua County, Department of Insurance, 3 North Erie Street, Mayville, New York 14757, Fax No. (716) 753-4888

MINIMUM COVERAGE LIMITS ARE AS FOLLOWS:

Policy	Construction and Maintenance	Professional Services	Property Leased to Others or Use of Facilities or Grounds	Concessionaires Services	Livery Services	All Purposes Public Entity Contracts
Commercial General Liability *	\$1,000,000 per occurrence, \$2,000,000 aggregate	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
- Premises & Operations	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Prods. & Completed OPS	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Independent Contractors	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Contractual	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Broad Form PD	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE
- X, C, U	INCLUDE		INCLUDE			
- Personal Injury			INCLUDE	INCLUDE		
- Liquor Law			INCLUDE			
- Host Liquor						INCLUDE
Auto Liability	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
- Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Hired	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
- Non-Owned	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess Umbrella Liability*	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$ 5,000,000	\$1,000,000
NYS Disability Benefit **	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Worker's Compensation **	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
& Employer's Excess Liability	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
Owners Contractors Protective	\$1,000,000					
Professional Liability		\$1,000,000				

*The comprehensive/commercial general liability limits can be met by one or more policies or in combination with an excess and/or umbrella liability policy. The COI must indicate if the coverage trigger is an 'occurrence' form or a 'claims-made' form.

** NYS Work Comp Board requires special certificates of insurance for these coverages. WC needs to be on C-105.2 (9-07) or U-26.3. Any business with a location in NYS must show DB on a DB-120.1(5-06) showing beginning and ending dates or DB-155. Self Employed vendors must use CE-200 to waive WC and DB. Form can be completed on NYS WCB website electronically.

Construction and Maintenance contractors shall carry insurance for a minimum of two years after completion of the work. The expiration date for any claims-made policy must be at least ninety (90) days after the expiration of the contract for services or final delivery of any products. All claims made policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.

NOTE: Childcare providers minimum liability coverage is \$1,000,000 and must include sexual abuse coverage, with cancellation notice as provided for in the insurance policy. The naming of Chautauqua County as an additional insured on Day Care insurance is required.