

CHAUTAUQUA COUNTY PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS



PROPOSAL NO. RFP-2-24 DMHSS

Provide Supervision and Treatment Services for Juveniles Program

October 1, 2024 – September 30, 2025

In conjunction with the

Chautauqua County Department of Mental Hygiene and Social  
Services

PROPOSAL ISSUE DATE:	June 3, 2024
QUESTIONS DUE BY:	June 17, 2024
PROPOSAL DUE DATE:	July 2, 2024
TIME:	3:30 PM

RESPOND TO:

ATTN: BRANDI McINTYRE, PURCHASING AGENT

454 N. Work Street

Falconer, NY 14733

EMAIL: [mcintyrb@chqgov.com](mailto:mcintyrb@chqgov.com)

PH. 716-661-8213

PAUL M. WENDEL, JR.  
COUNTY EXECUTIVE

KITTY CROW  
DIRECTOR OF FINANCE

BECKY ANDERSON  
PURCHASING MANAGER

BRANDI McINTYRE  
PURCHASING AGENT

NICOLE PATTISON  
PURCHASING AGENT

JOSE SOLER  
PURCHASING CLERK

**CHAUTAUQUA COUNTY RESPONSE CHECKLIST - PROPOSAL NO. RFP-2-24 DMHSS**

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 Request for Proposal (RFP) may also be cause for rejection.

**Please check each item indicating your compliance:**

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL.

\_\_\_\_ CHAUTAUQUA COUNTY RESPONSE CHECKLIST

\_\_\_\_ PROGRAM PROPOSAL

\_\_\_\_ INSURANCE CERTIFICATES

\_\_\_\_ ONE (1) ORIGINAL AND ONE (1) COPY OF YOUR SUBMITTED PROPOSAL

Name of Agency:	
Program Name:	
Agency Mailing Address:	
Executive Director:	
Executive Director's Phone Number:	
Executive Director's E-mail Address:	
Contact Person for Proposal:	
Contact's Phone Number:	
Contact's E-mail Address:	
Website Address:	
Federal Employer ID# (FEIN):	
Is agency debarred/suspended from receiving funds/doing business with the Federal government?	
501(c)(3) not-for-profit entity ID #	

## **SECTION 1: INTRODUCTION AND INSTRUCTIONS**

- 1.1. **RFP** - The services 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 (RFP) 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 must be in place prior to execution of the agreement and shall be up to date and maintained for the contract term. Please attach your updated certificates of insurance along with your proposal. Failure to supply up-to-date certificates of insurance within (5) five days of receipt of the Notice of Award 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.
- 1.7 All data transmission (cloud-based technology solutions) and vendor electronic communications (email) shall only reside and traverse servers based in the United States.

## **SECTION 2: SUBMISSION OF PROPOSALS:**

- 2.1 Sealed proposals shall be submitted to Chautauqua County Purchasing Department, 454 N. Work Street, Falconer, NY 14733 by July 2, 2024 at 3:30 p.m. 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 must be available in a word document by e-mail after all proposals have been opened and awarded.
- 2.2 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.
- 2.3 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 (New York State 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 at [mcintyrb@chqgov.com](mailto:mcintyrb@chqgov.com). Questions must be submitted no fewer than fourteen (14) days prior to the scheduled proposal submission date. County responses will be posted on the RFP page of the Chautauqua County Website at
- 3.2 <https://chqgov.com/humansocial-services/legal-services-rfp>

**Deadline for Questions will be June 17, 2024.**

- 3.3 Other than the contact person identified in the request for 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.
- 3.4 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 RFP proposal due date. Fax, e-mail, 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 RFP proposal due date. Failure of the successful proposer to furnish the service awarded as a result of this RFP 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 which the proposer 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 The Program Narrative Outline **MUST** be followed and all required documents must be received. **Proposals will be read and evaluated by a scoring committee, comprised of DSS employees and members of the Chautauqua County Youth Board. Please make proposals as clear and concise as possible.** The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate.
- The Proposer submitted a complete and responsive proposal as required by this RFP.
  - The Proposer’s demonstrated capability to provide the services
  - The Proposer’s experience in performing the proposed services.
  - Evaluation of the Proposer’s fee submission and budget narrative.
  - An evaluation of the Proposer’s projected approach and plans to meet the requirements of this RFP.

- An evaluation of the he benefits(s) or need(s) which the proposed program is intended to address.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Any information shared by the Proposer's presentation will be considered while scoring.

## **SECTION 5: PREPARATION OF PROPOSAL**

- 5.1 In case of error in the extension of prices in the proposal, unit prices will govern, where applicable.
- 5.2 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.
- 5.3 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 6: PROPOSER QUALIFICATIONS:**

- 6.1 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 contact, and the proposer shall furnish to the County all such information and data for this purpose as may be requested.
- 6.2 The County reserves the right to reject any proposal where an investigation of the available evidence or information does not satisfy the County that in its sole discretion, the proposer is qualified to properly carry out the terms of the contract.

## **SECTION 7: AWARD AND CONTRACT INFORMATION:**

- 7.1 The proposer agrees that should their firm, agency, and/or organization 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.
- 7.2 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.
- 7.3 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.
- 7.4 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 term. The Contract language will control over any conflicting language contained within this RFP.

## **SECTION 8: CONTRACT TERM:**

- 8.1 **Contract Term (Funding Period):** Services must be delivered October 1, 2024 – September 30, 2025 to be eligible to receive funds offered in this RFP. Programs must apply for funds each year. Funding is not automatic or guaranteed.

**8.2 Insurance & Bonds:** Please attach your insurance certificates and bonds (if applicable). Certificates must match the County’s attached “Minimum Insurance Requirements” and sample certificates. Bonds must meet the attach “Bond Requirements” (when required). All required documents are to be attached to your proposal.

The County may allow a five (5) day grace period for insurance certificates and bonds (if applicable) that may need corrections. This period will begin from the time that the proposal is awarded. If all certificates and/or bonds have not been received within the five (5) days from said request, the County may decide the go to the next highest scoring proposal.

## **1. RFP-SPECIFIC INFORMATION:**

### **A. Intent of Proposal**

The County of Chautauqua, New York (the “County”) is currently seeking proposals from qualified agencies (“Proposer”) interested in providing Supervision and Treatment Services to Juveniles Program (STSJP) and/or Supervision and Treatment Services to Juveniles Program– Raise the Age (STSJP-RTA). Proposers interested in providing services are invited to respond to this request.

It is the County's intent to select the Proposer(s) that provides the best solution for the County's needs. Chautauqua County Department of Mental Hygiene and Social Services (DMHSS) is a trauma-informed organization and believes in the power of its principles when serving the citizens of Chautauqua County. Chautauqua County is committed to racial equity.

The County reserves the right to amend this RFP, reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive any irregularities or informalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any Proposer, and to award negotiated contracts to one or more Proposers.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

### **B. Funding and Budget**

Program operation runs from October 1, 2024 – September 30, 2025.

Initial award and renewals are subject to inclusion of funding in the County Executive Recommended Budget and as adopted by the Chautauqua County Legislature, as well as, contingent upon availability of New York State funds appropriated for this purpose. All contract appropriations are

subject to approval. **Each applicant may request up to \$200,000 in funding to support programming.** Funding is not automatic or guaranteed.

Future awards will be dependent on available funds and subject to the demonstrated fiscal and programmatic stability of the applicant agency, as well as their meeting all of the Chautauqua County Department of Mental Hygiene and Social Services (DMHSS) requirements. More than one provider may be selected for funding for 2024-2025.

### **C. Introduction**

The Supervision and Treatment Services for Juveniles Program (STSJP) plays a key role in transforming New York State's juvenile justice system. Since its inception in 2011, STSJP incentivizes local programs to divert youth from detention to residential care. The 2017 enactment of the Raise the Age (RTA) legislation (Part WWW Chapter 59 of the Laws of 2017) made substantive changes to the procedures and mechanisms used to process 16- and 17-year-olds in the criminal and juvenile justice systems. Among other things, the RTA legislation modified Executive Law § 529-b to expand the eligible population for STSJP services to include older youth subject to RTA; this expansion went into effect on October 1, 2018.

STSJP services are intended to prevent and divert youth from penetrating the juvenile justice system, and to successfully and productively maintain youth in the community during any period of system involvement. This applies to youth at-risk, alleged or adjudicated to be a Juvenile Delinquent, as well as youth that are at various stages in the PINS process.

More information about STSJP can be found at <https://ocfs.ny.gov/programs/youth/stsjp/>

### **D. Target Population**

The population to be served by these services are youth from Chautauqua County who are at risk, alleged or adjudicated / convicted, Person in Need of Supervision, Juvenile Delinquent, Juvenile Offender, or Adolescent Offender. Youth at-risk of system involvement at any level may be referred to STSJP services by other means such as school, community or other services, in addition to court-related programs.

#### Persons in Need of Supervision (PINS)

- **At risk:** Youth, less than eighteen years of age, at risk of having a PINS petition filed as demonstrated by factors that may include poor academic attendance, history of abuse or neglect, weak social ties, low parental involvement, previous trauma, increasing behavioral issues and/or behavioral health needs.
- **Alleged:** Denotes that a petition pursuant to Article 7 of the Family Court Act has been filed, alleging that a youth, less than eighteen years of age, is a PINS, or that a person or entity has sought or attempted to file a petition pursuant to Article 7 of the Family Court Act against the youth, and as a result, diversion services are being arranged or provided for in accordance with Family Court Act § 735.
- **Adjudicated:** A Family Court has heard the case and determined that the youth is a PINS.

#### Juvenile Delinquent (JD)

- **At risk:** Youth, over seven years and under eighteen years of age, has been arrested, warned or otherwise come to the attention of the juvenile justice system, or is at risk of engaging in delinquent behavior as demonstrated by factors that may include but are not limited to: poor academic performance, poor school attendance, history of abuse and neglect, past adjudication as a PINS, weak social ties, antisocial or delinquent peers, low parental involvement, substance abuse, and increased aggression towards self and community.
- **Alleged:** Youth, over seven years and under eighteen years of age, has had a petition filed under Article 3 of the Family Court Act alleging that he or she is a JD. This may include youth, ages sixteen and seventeen, who were initially charged as an Adolescent Offender and removed from the Youth Part of Superior Court to Family Court.
- **Adjudicated:** A Family Court has heard the case and determined that the youth is a JD.

#### Juvenile Offender (JO)

- **Alleged:** Youth was charged with a JO criminal offense as defined in NYS Penal Law § 10.00. Convicted: Youth was convicted of a JO criminal offense.

#### Adolescent Offender (AO)

- **Alleged:** Youth charged with a felony committed when he/she was seventeen years of age.
- **Convicted:** Youth was convicted of an AO criminal offense.

OCFS supports municipalities as they expand their STSJPs programs to align with key decision points in the juvenile justice system. Critical outcomes at each decision point inform the five domains under which youth and families can be served. Utilization of these domains will assist in the planning of programs and measurement of their impact. The current STSJP plan application provides municipalities with the ability to designate desired programs within the domains described below.

#### **Prevention (P)**

Programs that serve youth with no juvenile justice involvement but who exhibit behaviors that place them at risk for juvenile justice contact. These programs utilize prosocial activities that engage at-risk youth to lower their risk of entering the juvenile justice system.

STSJP-RTA – 15-17 years of age that are at risk of entry into the Juvenile Justice System as RTA youth.

#### **Early Intervention (EI)**

Programs serve youth who have had some contact with the juvenile justice system; a youth who is on JD adjustment, PINS Diversion, or Voluntary Assessment and Case Planning Services (VACPS) would be a good candidate for this service type. EI programs could also serve children under 12 years of age who do not fall under the definition of a JD as of December 29, 2022, and whose behavior would otherwise bring them within the jurisdiction of the family court under Article 3 of the Family Court Act (FCA). These programs utilize prosocial activities in a targeted strategy to engage youth at risk of becoming, or alleged to be, a JD or PINS, or an alleged AO or JO engaged in VACPS who has not been referred for detention, to prevent further involvement in the juvenile justice system.



STSJP-RTA - 16 or 17 year olds that have been arrested as either an AO or JD and are RTA youth and receiving adjustment services.

**Alternatives to Detention (ATD)/Alternatives to Pre-Dispositional Placement (ATPDP)**

Programs that are intended to reduce the reliance on non-secure, secure, or specialized secure detention for youth alleged to be JDs, JOs, and AOs, or on pre-dispositional placement for youth alleged to be a PINS. ATD/ATPDP programs help ensure that youth return to court and remain crime free until the disposition of their case. The program service period is limited to the court case processing time frames.

STSJP-RTA - 16 or 17 year olds arrested and receiving services as an alternative to detention.

**Alternatives to Placement (ATP)**

Programs that serve adjudicated youth who would otherwise be placed out of home if not for programs that can maintain youth safely in the community. ATP programs can be used for youth adjudicated as PINS, JDs and YOs, or convicted as Jos or AOs. These programs target and address known criminogenic risk factors and identified needs.

STSJP-RTA - 16 or 17 year olds arrested and adjudicated and an alternative to placement after the adjudication.

**Reentry/Aftercare (R/A)**

Programs that support youth's reentry and reintegration into the community once released from residential placement and programs that reduce length of stay in residential placement.

STSJP-RTA - Supporting RTA youth as they re-enter the community after placement.

**Indirect Services (IS)**

These programs are not on the continuum of service domains as they do not provide ongoing services to youth; however they do support the ultimate goals of STSJP.

**E. Scope of Work**

Prevention of and diversion from PINS referrals, arrest, detention, probation, violation and placement are all markers of successful intervention. Successful programs will provide intensive case management and connect youth and families to services and resources that they need to be successful and avoid future system involvement. Services might include but are not limited to the following: education advocacy, GED programming, job skills and workforce development, parent support and education (in combination with direct services to youth), mentoring, case management, mediation, youth incentive programs, restorative justice, and peer support program.

Programs and services are sought to engage youth along the Juvenile Justice continuum, including Prevention, Early Intervention, Alternatives to Detention, Alternatives to Pre-Dispositional Placement, Alternatives to Placement, and Re- entry/Aftercare (post-release support services for youth). For more information on each of these service domains, and examples of types of services in those domains, please visit <https://ocfs.ny.gov/programs/youth/stsjp/>

The program proposal should include:

- Description of the program, including how it is family focused
- Time frames for intake and engagement
- Strategies for effectively engaging youth and families involved in the juvenile justice system
- Accommodations for those with special needs, including language translation services and cultural differences. Interpretation costs may be included in budgeted operational costs.
- The location(s) and hours of operation of services, including the zip codes the program will target.
- Training programs to provide skills and education to youth and families to promote self-sufficiency
- A description of any specific materials or curricula that will be used, with a preference given for Evidence Based Practices.
- A plan for frequency of contact with the youth and families
- A communication plan for maintaining contact with the referring agency, officer, or worker and any other service providers throughout the lifetime of the case
- A plan for transition out of the program
- A training and support plan for staff
- Detailed price/fee schedule, including a staffing narrative indicating the percentage of time the positions will be dedicated to working with youth.

In addition, the plan must meet the following requirements:

#### **F. Vendor Experience and Qualifications**

- Provide a Solution Focused Trauma Informed Care environment incorporating the five principles of collaboration, safety, trustworthiness, empowerment, and choice throughout services to promote resilience and healing.
- Ensure policies, practices, systems, and structures improve outcomes for everyone, prioritizing measurable change in the lives of people of color to eliminate racial disparities and promote racial equity.
- Demonstrate knowledge, experience and understanding of the needs, risks, challenges and opportunities faced by the target population.
- Demonstrate experience in effectively implementing programs that promote positive client outcomes for youth and families involved in the juvenile justice system, including training, skills, and education programs.

#### **G. Evaluation Process**

Each proposal will undergo an initial administrative review for completeness. In order for a proposal to be evaluated, it must include all required documents. Upon completion of the administrative review, the Department will request any missing documentation from the Proposer, and will review all documents for completeness upon receipt of the missing documents. All required documents for a complete proposal, as set forth in this RFP, must be

submitted and be completed to the satisfaction of the Department within forty-eight (48) hours of request in order for the proposal to be deemed responsive and eligible for Contract award.

Complete proposals will be judged by a scoring committee. The scoring committee will consist of Department of Social Services employees and experienced individuals from outside the Department. The proposal should be written so as to clearly articulate the services provided to someone not familiar with service delivery.

The proposals will be scored based on the overall proposal, population and goals, program plan, performance measurement, trauma informed, program staffing, accessibility plans, infrastructure, collaboration, experience, and compliance with RFP requirements and fiscal components.

#### **H. Performance Measures and Data Collection**

Performance measures that will be used to capture information related to program success include completion of the required NYS OCFS provider roster database and various outcomes associated with the reporting tool on a semi-annual basis. Required data collection tools, and instructions on use, will be provided by Chautauqua County DMHSS staff.

AGREEMENT

Supervision and Treatment Services for Juveniles

This Agreement is made as of \_\_, 2024, by and between the following parties:

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

-and-

CONTRACTOR: NAME OF CONTRACTOR
A \_\_\_\_\_ Corporation
Street Address
City, State, Zip Code
hereinafter called "Contractor."

WITNESSETH:

WHEREAS, the County of Chautauqua seeks to expand ongoing efforts to divert youth from the juvenile justice system and to maintain youth in the community during system involvement, where feasible; and

WHEREAS, County is seeking \_\_\_\_\_ services to further the objectives of the program; and

WHEREAS, County further seeks Solution Focused Trauma Informed Care approaches within the program, and

WHEREAS, Contractor is ready, willing, qualified, and able to provide such services,

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, incorporated references, updates, and amendments: this Agreement; County's Request for Proposals issued \_\_\_\_\_; Contractor's proposal dated \_\_\_\_\_, to the extent it does not conflict with other

Contract Documents; County's Regulatory Compliance Plan; the Chautauqua County Code of Ethics (Local Law 1-20, Introductory Number 8-19); and all applicable federal, state, and local laws, rules, regulations, requirements, resolutions, ordinances, policies, procedures, manuals, circulars, licenses, permits, assurances, certifications, standards, orders, guidelines, and guidance and implementation memos.

The Contract Documents are as fully a part of this Agreement as if attached hereto or repeated herein. All services, including those provided by subcontractors, shall be provided in furtherance of and in conformance with Contract Documents. It is Contractor's responsibility to make itself and any subcontractors aware of applicable Contract Document requirements.

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 is to be construed as requiring conformance with all Federal, State, Local, and grant requirements.

2. Services. Contractor shall \_\_\_\_\_, in accordance with Contractor's proposal, attached hereto and incorporated into this document as Appendix B.

This Agreement shall be deemed executory to the extent of funds provided to County for the objects and purposes hereof. Nothing in this Agreement shall be construed to require County to provide these services or to use County funds for the services included herein. In the event of a reduction in funding, County may immediately terminate this Agreement, in

whole or in part, with accounts to be adjusted and prorated as of the termination date.

3. Term. This Agreement shall commence on October 1, 2024 and shall terminate on September 30, 2025, or upon suspension or termination of County's grant contract, whichever occurs first. County may terminate or cancel this Agreement, in whole or in part, upon thirty (30) days' written notice to Contractor with accounts between the parties to be adjusted and prorated as of such termination date.

County can immediately by written notice terminate this Agreement in the event Contractor fails to comply with, or perform in furtherance of, a Contract Document. In addition to such termination, County may exercise any and all rights available to it by law.

4. Reports. Contractor shall submit to County or to third parties as directed by County, in the form and time frame requested by County's Director of Mental Hygiene and Social Services, all required project reports, in furtherance of STSJP requirements. Failure to timely submit complete and accurate reports will result in payment being withheld until such time as all late reports have been properly submitted, and constitutes a breach of this Agreement.

5. Records. Contractor shall maintain all Agreement-related records for a period of at least six (6) years after termination of this Agreement, and for such longer period of time as is required by Contract Documents (including, but not limited to, the Family Court Act Article 3.)

6. Confidentiality. Contactor agrees to comply with all applicable laws, rules, regulations, and Contract Documents regarding confidentiality and privacy, including but not limited to the provisions of Title 42 of the Code of Federal Regulations, Part II, HIPAA, and state privacy/confidentiality laws.

7. 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.

8. 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.

9. Additional Terms and Conditions. Contractor shall comply with all provisions contained in Appendices A and B 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

NAME OF CONTRACTOR

BY \_\_\_\_\_ DATE \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

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.

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.

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.

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.

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.

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 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/Forms-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.

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.

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.

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.

**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 \_\_\_\_\_, 2023, 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.