CHAUTAUQUA COUNTY FINANCE DEPARTMENT REQUEST FOR PROPOSALS



PROPOSAL NO. RFP-2-25 DMHDSS Family Time Services

PROPOSAL ISSUE DATE:	3/27/2025
QUESTIONS DUE BY:	4/10/2025
PROPOSAL DUE DATE:	4/24/2025
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

1. Statement of Need

The County of Chautauqua Department of Mental Hygiene and Social Services (DMHSS) is seeking proposals from qualified agencies to provide supervised family time in a safe, supportive, and homelike environment for eligible Chautauqua County residents.

2. Background

The Department of Mental Hygiene and Social Services is soliciting proposals from experienced contractors to facilitate family time between children placed in foster care and their biological parents or guardians. It is essential for children to maintain strong relationships with their parents and siblings, particularly when separated due to allegations of abuse or neglect. The parent-child bond is foundational to the child's emotional well-being, and visits must provide reassurance, continuity, and emotional support for both the child and the parent.

Family time will primarily be facilitated for parents and children or siblings separated due to substantiated allegations of abuse or neglect. These visitations serve as an opportunity to reconnect, rebuild relationships, and allow parents to practice and learn positive parenting techniques. This time also provides the DMHSS with the ability to assess the relationship and work with parents on improving their parenting skills, ultimately supporting potential reunification or other permanency plans for the child.

The service provider will offer visitation in various settings that ensure safety and comfort, including visitation facilities, neutral sites (e.g., parks, restaurants), foster homes, parents' homes, or other locations deemed suitable for the child's physical and emotional safety. Supervision will vary based on the needs of the child and parent, and will adhere to the child welfare guidelines

3. Contract Term

The contract term will be 3 years beginning the day the contract is executed. The contract may be extended for up to two additional terms based on agency needs, contractor performance, and availability of funding. Chautauqua County reserves the right to modify or terminate any part of the contract as necessary.

4. Scope of Services

The contractor will be responsible for ensuring safety and promoting a productive environment during family time. Key responsibilities include:

- Providing a structured and supervised environment for visits between children and their parents or guardians.
- Assessing the parents' capacity to meet their child's needs and providing coaching on parenting skills.
- Offering support and guidance during visits, including role modeling appropriate parenting behaviors and offering instruction on child care.

- Documenting each visit and providing detailed reports to the Department of Mental Hygiene and Social Services, including observations on the parent-child interaction and any concerns or recommendations regarding visitation or reunification.
- Providing testimony and recommendations during Family Court hearings as necessary.

Referrals for family time will be made by the DMHSS case worker, who will complete a form detailing the visit's specifics, including location, supervision level, and any special needs. The contractor must work collaboratively with the case worker, biological/legal parents, foster parents, and any other parties involved.

5. Visit Observation and Reporting

The contractor will ensure that visits are appropriately monitored, providing guidance and feedback to both parents and children. Visits will focus on:

- Strengthening the parent-child relationship.
- Teaching basic childcare skills (e.g., feeding, diapering, hygiene).
- Modeling positive parent-child interactions and providing support during play or conversation.
- Assessing and addressing any potential conflicts or difficult situations during visits.
- Offering guidance on child development and age-appropriate discipline.

The contractor will be required to submit detailed reports on each visit, noting both positive developments and any concerns, including examples for clarification.

6. Additional Requirements

- All staff must maintain strict confidentiality. Failure to comply may result in immediate termination of the service agreement.
- In cases of inappropriate behavior during a visit, the contractor must notify the Family Case Worker/Manager immediately.
- Services must be provided in a culturally competent manner, respecting the sociocultural values and life choices of families.
- Contractors may be required to attend case conferences or provide testimony in court hearings related to the child's case.
- Visitation documentation must be submitted to DSS no later than three days following each visit.

7. Program Outcomes Expected

- Goal #1: Ensure that all children in foster care have the opportunity to visit their parents or siblings regularly.
 - o *Outcome Measure:* 90% of families will actively and appropriately participate during visits.
- Goal #2: Strengthen the parent's ability to meet their children's emotional and physical needs.

- Outcome Measure: 80% of parents will effectively respond to their children's needs during visits.
- 80% of parents will provide a safe and emotionally stable environment during visits.
- o 90% of parents will arrive with the requested items for the visit (e.g., diapers, snacks).
- **Goal #3:** Provide timely and accurate information to aid in decisions regarding reunification and permanency.
 - o *Outcome Measure:* 98% of visitation reports will be submitted within the required time frame.
 - o 80% of children will achieve permanency in a timely manner.

8. Proposal Format

Proposals must adhere to the following format and include one signed original and one copy:

- 1. **Title Page:** Include RFP subject, proposer's name, address, telephone number, email address, contact person, and a table of contents.
- 2. **Vendor Information Sheet:** (Attached)
- 3. **Mandatory Documents:** Please use the Response Checklist when submitting your proposal.
- 4. **Proposal Body:** Include the following sections:
 - o Program Description
 - Qualifications of Personnel to be Assigned
 - o Organizational Readiness and Capacity
 - Strategies to Achieve Performance Outcomes
 - Collaborations with Other Service Providers
 - Budget/Cost Effectiveness

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GENERAL TERMS AND CONDITIONS

SECTION 1: INSTRUCTIONS

- 1.1. RFP The services that are required herein are <u>not</u> 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 April 24, 2025, at 3:30p.m.

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

Attention:	Brandi McIntyre, Purchasing Agent
Proposal No:	RFP-2-25 DMHDSS
Title of Proposal:	Family Time Services

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 email 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.
- **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.
 - ✓ <u>Qualifications</u>: 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.
 - ✓ <u>References:</u> 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.
 - ✓ <u>Plan Implementation</u>: 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.
 - ✓ <u>Cost Proposal Section</u>: 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.

✓ <u>Mandatory Documents</u>: 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 contact, 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 three (3) year contract with the awarded proposer.
- **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

FAMILY TIME PROGRAM SERVICES

This Agreement is made as of ______, 2025, 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-

CONTRACTOR: NAME OF CONTRACTOR

A Corporation

Street Address

City, State, Zip Code

hereinafter called "Contractor."

WITNESSETH:

WHEREAS, the New York State Office of Children and Family Services oversees a County-implemented program through which children in foster care spend time with their families, and

WHEREAS, County, through its Department of Mental Health and Social Services, Division of Social Services (hereinafter "MHHS"), desires to contract with a provider of family time services for families who have children placed in foster care pursuant to Family Court Act §\$1030 and 1081, Social Services Law §384-a, and 17-OCFS-ADM-14, and

WHEREAS, Contractor certifies that it has the qualifications, experience, personnel and facilities needed to provide such services,

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. <u>Services</u>. Contractor will provide parent/child family time services for participants who have a child/children in foster care and are referred to the program by MHHS. Contractor shall provide an informal and recreational environment conducive

to a positive family experience within an appropriate, individually prescribed setting.

Contractor will implement family time services with the least restrictive level of supervision appropriate for the circumstances, as early in the case as is safely possible, to promote healthy, positive connections for the child and parent. Factors in determining what level of supervision is required during family time shall be determined by MHHS. Contractor shall provide direct supervision services as deemed appropriate by MHHS. Contractor is solely and exclusively responsible for the safety needs for the family time program and for the safety of its staff and services.

Contractor shall engage the parent in the intake process and shall, prior to scheduled family time, encourage the parent's active participation. During family time sessions, Contractor shall provide the parent appropriate coaching and support, as needed and based on their level of supervision, and shall demonstrate skills to parents. Contractor shall follow-up with the parent after each family time session, either in-person, or by telephone, text message, or messenger, as appropriate, to provide additional instruction and support. Contractor shall not increase or decrease the level of a parent's supervision without MHSS's prior written approval.

Contractor acknowledges and agrees that family time services shall encompass non-traditional hours and in-home supervision.

Non-traditional hours will include evenings and weekends. Except as otherwise agreed upon, in-home sessions will be conducted with Contractor's existing families.

Contractor's services shall be provided only by fully qualified and experienced personnel. Contractor's staff will be trained as arranged by MHHS free of charge, on topics deemed

necessary by County. Additionally, Contractor's staff will be required to complete Mandated Reporter Training online through the New York State Office of Children and Family Services. These limited trainings shall not abrogate Contractor's responsibility for training and supervising its staff, ensuring that its staff are duly qualified and experienced to perform Agreement services, and addressing any performance concerns relating to its staff.

Contractor shall not represent in any manner that it is an agency or department of County. Contractor will, however, indicate in all public statements that funding for Agreement services has been made available through the assistance of the County's Department of Mental Health and Social Services.

No current officers, directors, or incorporators of Contractor shall be hired or retained by Contractor to fill any staff position or perform any Agreement services. Agreement funds shall not be used to pay any parent, spouse, sibling, or child of a current officer, director, or incorporator, without prior written County approval. Contractor agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion.

Agreement services are funded in whole or in part by the State of New York. All services shall be performed in a manner consistent with, and in furtherance of, State requirements, including without limitation those found in: 18 NYCRR 428.6(a)(2)(viii), (4)(iii), (6)(iii), and 7(iii); 18 NYCRR 430.12(d)(1), 431.10(e), and 431.14; Social Services Law §§384-a and 398(6)(o); Family Court Act §§1030, 1081 and 1089; and NYS OCFS Administrative Directive 17-OCFS-ADM-14, as the same may be amended from time to time.

The parties agree to reasonably amend this Agreement as needed to satisfy State requirements.

- 2. Payment. Payment will be made at the rates in Appendix B, up to the maximum amount of payment for Agreement services in Appendix B. Payment will be made monthly upon County's receipt from Contractor of a certified invoice in form and content approved by MHSS, accompanied by a roster of hours of services provided, families served, and staff persons providing the services, and further accompanied by all time sheets, fiscal records, and other supporting documentation as may be reasonably requested by County evidencing proof of reimbursable expenditures. All of Contractor's expenditures shall be documented in accordance with generally accepted accounting principles. Contractor shall submit its certified invoices within fifteen (15) days after the close of the previous month. Contractor should expect any invoices submitted after said fifteen (15) day period to be disallowed.
- 3. Term. This Agreement shall commence upon execution and shall terminate June 30, 2026. The parties may by mutual agreement extend the term of the agreement upon substantially the same terms and conditions, for up to four (4) one-year terms. Any such extension shall be evidenced by a duly executed amendment to this Agreement. Either party may terminate this Agreement at any time upon at least thirty (30) days' advance written notice to the other party. County can immediately by written notice terminate this Agreement in the event Contractor violates any of the provisions hereof. In the event of termination, accounts between the parties shall be adjusted and prorated as of such termination date.

This Agreement shall be deemed executory to the extent of funds authorized by the New York State Office of Children and Family Services and the County Legislature for the objects and purposes hereof. In the event of a reduction of funding, 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 date.

4. Reports and Records.

Contractor shall maintain electronic program records, including notes regarding Contractor's coaching of the parent, as applicable, detailing the parent's family time session with their child. Contractor shall have access to CONNECTIONS as assigned by MHHS staff for purposes of maintaining electronic records of the parent's family time, including notes, no-call, and no-show information. Contractor shall record specific client information in the Connections platform, as required by County. All confidential records submitted electronically by Contractor must be password protected.

County shall have the right to examine Contractor's records at any time during the term of this Agreement and for a period of six (6) years following the termination of this Agreement for the purpose of verification and audit of financial and program activities.

5. Confidentiality. When required by law, the parties agree to secure releases of information from any necessary individuals to facilitate information sharing in furtherance of this Agreement. Contractor agrees that all information relating to individuals who may receive services pursuant to this Agreement shall be confidential, and said information shall be maintained and used only for the purposes intended under this Agreement, in accordance with all applicable State and Federal laws, rules, and regulations, including, but not limited to, HIPAA (45 CFR Parts 160 and 163, Subparts A and E), 42 U.S.C. § 290dd-22(b), Social Services Law § 422, Mental Hygiene Law § 33.13, and Public Health Law § 3371. Contractor shall comply

with the terms of County's 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. This confidentiality language supersedes the Confidentiality provision contained within Appendix A of this Agreement.

- 6. <u>Digital Signatures and Document Storage</u>. 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.
- 7. 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.
- 8. Additional Terms and Conditions. Contractor shall comply with all provisions contained in Appendix A 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. Wend	del, Jr., County 1	Executive	
NAME OF CONTRA	ACTOR		
BY		DATE	
Name	Title		

APPENDIX A = STANDARD COUNTY APPENDIX A

APPENDIX B FOLLOWS

APPENDIX B

The	maximum	amount	of	payment	during	the	Agreement	term	is	

Contractor shall not charge County for court appearances without County's advance written approval, and shall in no event charge County for time for which Contractor receives Court reimbursement.

Payment will be at the following rates:

THE BELOW CHART IS AN EXAMPLE OF WHAT MIGHT BE INCLUDED. ACTUAL AGREED UPON RATES WILL BE INCLUDED IN THE FINAL CONTRACT.

SERVICE	RATE PER HOUR OF SESSION TIME, TO BE CALCULATED AND CHARGED IN QUARTER-HOUR INCREMENTS	
ON-SITE SESSIONS		
Completed family time sessions occurring on- site at Contractor's facility that include coaching by Contractor	\$	per hour
Completed family time sessions occurring on- site at Contractor's facility that do not include coaching by Contractor (direct supervision services)	\$	per hour
OFF-SITE (IN-HOME) SESSIONS		
Completed in-home family time sessions that include coaching by Contractor	\$	per hour
Completed in-home family time sessions that do not include coaching by Contractor	\$	per hour
VIRTUAL SESSIONS	\$	per hour
UNATTENDED SESSIONS		

Family time sessions that are scheduled and confirmed by the attendees, but for which an attendee fails to appear	\$ per hour
PARENT-ONLY TIME As pre-authorized by County	
(pre and post-session contact with the	
parent(s) only)	
Parent-only time on-site	
	\$ per hour
Parent-only time off-site (in-home)	
Parent only time provided by phone, virtually,	
by e-mail or by text.	
CLERICAL WORK - NOT TO EXCEED 10 HOURS PER WEEK	
Including scheduling and rescheduling visits,	\$ per hour
scheduling staff, parent lots, service	
documentation, and invoicing	
MILEAGE	
Mileage will be paid for all miles travelled to	
an off-site session that exceed miles	IRS mileage
(total miles travelled round-trip minus	rate in effect
miles).	on date of
	travel

CHAUTAUQUA COUNTY RESPONSE CHECKLIST - PROPOSAL NO. RFP-2-25 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 SUBMITTEDAS 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-2-25 DMHDSS

Proposal Title: Family Time Services

VENDO	OR NAME:
COMP	ANY:
REPRE	CSENTATIVE:
EMAIL	. : /РН.
Below a	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 applicabletoo vague too rigid
	Insufficient time allowed for preparation of proposal
	Other reason not listed above (or) elaborate on the checked marked reason above:

<u>Please send your response to:</u> Brandi McIntyre, Purchasing Agent

Phone: 716-661-8213

Email: mcintyrb@chqgov.com

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.

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ORK)		
) SS:		
	, New `	York: that s/he is the
	of	, the
on; that the seal affixed	ed to said instrument	
	day of, to me known, when the secution; that the seal affixed) SS: day of, 20 , before, to me known, who being by me duly

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
law is known as the "Iran Divestment Act of 2012" (i Law. The Act became effective on April 12, 2012. Th be engaged in investment activities in the Iranian en	2012 was signed into law by Governor Andrew M. Cuomo. The the "Act") and can be found at § 165-aof the NY State Finance he Act imposes limitations on "persons" that are determined to hergy sector, as defined in the Act. On 7/17/12, Governor Cuomo hich extended the Iran Divestment Act to State and local public her City University of New York.
Chautauqua County reserves the right to consolicitations and on those with whom it consubcontractors, and agents have not been sat subject of adverse governmental action by lentities. This may include a check for exclusion submitting this bid, you are: certifying that and/or goods as a result of being sanctioned County has the right to decline to enter into there to be a legal or funding source impedit written notice to the County immediately up debarment, or suspension relating to your concourrence of any such sanction, exclusion, declare its contract with you to be terminate such later date as is deemed by the County to	HECKS CERTIFICATION Induct exclusion checks on those who respond to its tracts to verify that the contractor and its employees, inctioned, excluded, debarred, suspended, or the law enforcement, regulatory authorities, or licensing usion from Federal healthcare programs. By you are not prohibited from providing these services I, debarred, suspended, or excluded; agreeing that the a contract with you in the event the County finds ment to contracting with you; agreeing to provide pon the occurrence of any sanction, exclusion, ontract with the County; and agreeing that upon the debarment, or suspension, the County has the right to ed effective as of the moment of such occurrence or at to be in the best interest of the County.
Date:	Signature
	Title

Company Name

FINANCIAL AFFIDAVIT

STATE / COMMONWEALTH OF)
) ss:
COUNTY OF)
	•
1 . 11	1 1 1 1 1
	vorn, deposes and says that I have
made a complete and thorough examination of the financia	al records of the bidder,
: and that I have dete	rmined that said bidder is currently not
in arrears in taxes or upon debt or contract to or with the C	
has not defaulted as surety or otherwise upon a contract or	
ž i	· ·
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	
č	
Sworn to before this	
day of , 20	
day or, 20	
NOTARY PUBLIC	
1.011HC1 1 CDD1C	

AFFIDAVIT OF A FOREIGN CORPORATION

STATE / COMMONWEALTH OF)
COUNTY OF) ss:
I, as	
I,as_of	, a corporation
incorporated under the laws of	, a corporation authorized to do business in the State of
New York, do hereby certify and affirm that t	the above named corporation has complied Article 13 of the
Business Corporations Law of the State of Ne	ew York. As proof I submit a copy of:
[] A receipt of filing an application with the last the New York; OR	New York Secretary of State to conduct business in The
[] A copy of our application for authority to	conduct business in the State of New York filed
with the Secretary of State on	,20 e 13 of the Business Corporations Law of the State of New
	e 13 of the Business Corporations Law of the State of New ve-named corporation is authorized to conduct business in
Under penalty of perjury, I declare that the fa knowledge and belief, are true, correct and co	cts presented herein are true and, to the best of my omplete.
In witness thereof, I set my hand and attach the 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	_)
COUNTY OF) ss: _)
On theday ofin the year 20, before me per known to me to be the person instrument, who, being duly sworn by me did depose and say that se, County of	who executed the foregoing s/he resides in the Town of
Commonwealth of	, and that
[Mark an X in the appropriate box and complete the accompanying	
\Box (If an individual): this person executed the foregoing instrumer his/her own behalf.	nt in his/her name and on
☐ (If a corporation): this person is the	ized to execute the foregoing herein; and that, pursuant to
of, the partnership described in sate terms of said partnership, this individual is authorized to execute the on behalf of the partnership for purposes set forth therein; and that, s/he has executed the foregoing bid document(s) in the name of and as the act and deed of said partnership.	pursuant to that authority,
☐ (If a limited liability company): this person is a duly authorized	
LLC, the limited liability company d that, by authority of the Board of Directors or Members of said con authorized to execute the foregoing bid document(s) on behalf of the forth therein; and that, pursuant to that authority, s/he has executed document(s) in the name of and on behalf of said company as the a	npany, this individual is ne company for purposes set the foregoing bid
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.

<u>Binding Agreement</u>. 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.

<u>Conflict</u>. 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.

<u>Debarment/Suspension</u> – 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 Chautaugua 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.

<u>Guarantee</u>. 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.

Medicaid/Medicare Programs If this contract involves the provision of goods or services funded by the United States Medicaid or Medicare program, all contract services shall be fully compliant with program requirements. County shall have the right to immediately terminate this Agreement upon Contractor's failure to comply in any manner with a program requirement.

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.

<u>Survival</u>. 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.

USA Technology Requirement. All information stored by Contractor on their database(s), server(s), or otherwise stored or backed up on servers operated or subcontracted by Contractor for purposes of this Agreement, shall be located and maintained solely within the jurisdiction of the United States of America. Contractor shall institute and at least annually review the sufficiency of its Technology Policy and compliance with all Federal and New York State privacy and security requirements. Contractor shall ensure that all electronic communications from Contractor to County shall be from USbased servers.

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.

<u>Waivers</u>. 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.

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.

- <u>Certificate Requirements</u> 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. <u>Bid specifications or particular contracts, leases or agreements may require</u> 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:

MINIMON 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	A// 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 ** Worker's Compensation **	STATUTORY STATUTORY	STATUTORY STATUTORY	STATUTORY STATUTORY	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.

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 polices 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.

^{**} 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.