

CHAUTAUQUA COUNTY PURCHASING DEPARTMENT  
REQUEST FOR PROPOSALS



PROPOSAL NO. RFP-8-22 DHHS  
QUALIFIED INDIVIDUAL  
ASSESSMENT SERVICES

PROPOSAL ISSUE DATE:	November 8, 2022
QUESTIONS DUE BY:	November 15, 2022
PROPOSAL DUE DATE:	November 22, 2022
TIME:	3:30 PM

RESPOND TO:

ATTN: BECKY ANDERSON, PURCHASING MANAGER

3 NORTH ERIE ST. MAYVILLE, NY 14757

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

PH. 716-753-4918

PJ WENDEL JR.  
COUNTY EXECUTIVE

KITTY CROW  
DIRECTOR OF FINANCE

BECKY ANDERSON  
PURCHASING MANAGER

MELISSA HAMILTON  
PURCHASING AGENT

KRISTEN FRANSEN  
PURCHASING AGENT

JOSE SOLER  
PURCHASING CLERK

**1. Intent of Proposal:**

The Chautauqua County Department of Health and Human Services, is soliciting proposals for a Qualified Individual (QI) for Assessment Services.

Pursuant to the Family First Prevention Services Act (FFPSA) [P.L. 115-123], an independent assessment of a child in foster care placed in a Qualified Residential Treatment Program (QRTP) is required to make determinations including, but not limited to, whether the placement in the QRTP is appropriate.

The assessment must be completed within thirty (30) days of placement of the child in the QRTP. Each assessment must utilize a federally approved functional assessment tool that is age-appropriate and evidence-based. The standards for the timing, process, content of the assessment, and the qualifications for who may conduct the assessment are set forth in federal and New York State statute, regulation, and Policy.

**SECTION I--Definitions:**

Whenever the following terms are used in this RFP, they have the following meaning unless otherwise clearly noted:

**1.QUALIFIED INDIVIDUAL:** means a trained professional or licensed clinician acting within their scope of practice who must have current or previous relevant experience in the child welfare field and who must conduct the assessment required for a child in accordance with Social Services Law (SSL) § 409-h. Such individual may not be an employee of the Office of Children and Family Services (OCFS), and such person may not have a direct role in case management or case planning decision-making authority for the child for whom such assessment is being conducted in accordance with 42 USC §§ 672 and 675a and the New York State (NYS) approved Title IV-E State Plan.

**2.QUALIFIED RESIDENTIAL TREATMENT PROGRAM:** means a non-foster family residential program in accordance with 42 USC §§ 672 and 675a and the NYS approved Title IV-E State Plan, and that meets OCFS regulations, and which is certified by OCFS to operate as a QRTP.

**3.AGE APPROPRIATE, EVIDENCE-BASED, VALIDATED ASSESSMENT TOOL:** means an instrument that has been deemed to be evidence-based, has been rigorously evaluated in experimental evaluations such as randomized controlled trials (RTC), and shown to make a positive, statistically significant difference in important outcomes. An instrument that has been validated means that the instrument measures what it is designed to measure. Age-appropriate is a developmental concept whereby certain activities are deemed appropriate to a child's "stage" or level of development. The Child and Adolescent Needs and Strengths (CANS) and the Child and Adolescent Service Intensity Instrument(CASII) have been determined by OCFS and federally approved to be age-appropriate, evidence-based, validated instruments to serve the intended purpose of the 30-dayassessment by the QI.

**4.FAMILY AND PERMANENCY TEAM:** means all appropriate family members, relatives, and fictive kin of the child as well as appropriate professionals who are a resource to the family of child including, but not limited to, the attorney for the child, the attorney for the parent (if applicable), teachers, medical or mental health providers who have treated the child, or clergy. In the case of a child who has attained the age of 14, the family and permanency team shall include the members of the permanency planning team for the child in accordance with 42 USC § 675, the NYS approved Title IV-E State Plan, and SSL § 409-h.

## **SECTION II – SCOPE OF SERVICES**

**5.**The QI must assess a child to determine the appropriateness of a placement in a QRTP. The assessment must determine whether the child’s needs can be met with family members, in a foster family home, and/or if the child’s needs meet the criteria for a setting specified in 42 USC 472(k)(4) and SSL § 409-h(1)(c), including a QRTP level of care.

**6.**Such assessment may be completed prior to a children’s placement in a QRTP but must be completed within thirty (30) days of the start of a placement in a QRTP of a child in the care and custody or the custody and guardianship of the Department or OCFS. Failure to adhere to the required time frame could result in termination of this Agreement.

**7.**The QI must utilize an age-appropriate, evidence-based, validated functional assessment tool approved by the federal government for such purpose. In NYS, the approved tools are the CANS and the CASII.

**8.**The QI must conduct interviews with the family and the child to obtain or clarify any information needed to complete functional assessments and formulate child-specific, short-term, and long-term mental and behavioral health goals.

The QI must make a determination of the most effective and appropriate level of care for the child in the least restrictive setting, including whether consistent with the short-term and long-term goals for the child, as specified in the child’s permanency plan, the needs of the child can be met with family members or through placement in a family-based setting, or in either a QRTP, a supervised setting, as defined in SSL § 371(22), a setting providing residential care and supports for sexually exploited youth (EMPOWER), or a setting specializing in providing prenatal, post-partum, or parenting (PPP) supports for youth.

**9.**The QI must complete the assessment in collaboration with the Department, QRTP, and family and permanency team to gather information to formulate the final determination.

**10.**The QI must document 1) the reasons why the child’s needs cannot be met by the parents or a kinship caregiver in their home or in a non-relative foster family home setting; 2) which congregate residential setting would provide the most effective and appropriate level of care for the child in the least restrictive environment and be consistent with the short-term and long-term goals specified in the permanency plan; 3) the reasons why the recommended placement in a QRTP is the setting that will provide the most effective and appropriate level of care for the child in the least restrictive environment; 4) how that placement is consistent with the short-term and long-term mental and behavioral health goals as specified in the permanency plan; and 5) provide a written report with its recommendation within thirty (30) days of the child’s placement in a QRTP.

**11.**The QI must utilize all tools developed and approved by OCFS, adhering to all required components in compliance with and in satisfaction of FFPSA assessment requirements.

**12.**The QI (or their designee) must promptly, but no later than five (5) days following the completion of the assessment, provide the assessment, determination and documentation to the court, the parent or guardian of the child, the attorney for the child, and the attorney for the parent, if applicable.

**13.**The QI must provide a written summary detailing the assessment findings to the Department or OCFS with care and custody or custody of the child and with the parties to the proceeding. Confidential information must be redacted from the summary as necessary to conform with applicable federal and state confidentiality standards [SSL § 409-h(2)].

**14.**The QI must develop a list of child-specific short-term and long-term mental and behavioral health goals.

**15.**The system of record for the recording of the activities addressed in the Agreement is CONNECTIONS.

**16.** The Contractor will perform the duties and obligations of a QI in conformance with the terms and conditions of this RFP and federal and NYS laws and regulations including, but not limited to, 42USC §§ 672 and 675a, SSL § 409-h, 18 NYCRR 428.3 and OCFS regulations, and with the policies of OCFS.

### **SECTION III – QUALIFICATIONS**

**17.**The QI must have a professional clinical license, in accordance with 14 NYCRR 823.6and/or a social work license in accordance with NYS Education Law § 7704, and at least two (2) years of experience in child welfare.

•Acceptable professional licenses include physician, psychiatrist, psychologist, nurse practitioner, psychoanalyst, registered nurse, clinical social worker, marriage and family therapist, mental health counselor, master social worker, licensed creative arts therapist, within their scope of practice.

**18.**The QI must have a minimum of two (2) years of child welfare experience. To satisfy the requirement for two (2) years of experience in the child welfare field, QIs must have worked for, or under contract with, a child welfare program for a minimum of two (2) years within the last fifteen (15) years. Child welfare programs include, but are not limited to, the Department or another LDSS, a voluntary authorized agency, a residential agency serving children or families, a community-based provider, and/or other entity that addresses child safety as it pertains to abuse and neglect and provides or coordinates services for children and families to address challenges such as substance abuse, mental health, and domestic violence.

**19.**The QI must successfully complete all training requirements up to and including certification for either the CASII or the CANS prior to provision of the service and provide certification of such, and all OCFS required training.

**20.**The QI may not be employed by or with the QRTP where the child is referred. The QI may not have a direct role in case management or case planning decision-making authority for the child in

question. OCFS regulations define case planning to include the ability to authorize and coordinate the provision of services (see 18 NYCRR 428.2). While the QI may evaluate and make recommendations regarding services for children in foster care in New York State, the QI may not authorize or coordinate the direct provisions of any services. However, the QI may conduct case assessment activities, which are required in the context of case planning as per 42 USC § 671(a)(16).

#### **SECTION IV – BOOKS, RECORDS, AND DOCUMENTS**

**21.** All case-specific information received and developed by the Contractor is confidential and must be maintained in a manner consistent with applicable federal and NYS confidentiality statutes and regulations including, but not limited to, 42 USC § 671(a)(8), SSL §§ 372 and 422, Public Health Law (PHL) § 2782, and 18 NYCRR Parts 357, 423, 428, 431, and 466.

**22.** The records of individuals served by the Contractor under the terms of this RFP must be made available to the Department and OCFS upon request, in a form, manner, and time required by the Department or OCFS.

**23.** The Contractor agrees to retain all books, records, and other documents relevant to the RFP for six (6) years after the Contractor receives final payment for the services to which they relate, during which time authorized county, state, and/or federal auditors and other duly authorized representatives will be provided full access to and the right to examine the same.

#### **GENERAL TERMS AND CONDITIONS**

##### **SECTION 1: INSTRUCTIONS**

- 1.1.** RFP - The services that are required herein are not subject to formal competitive bidding under Section 103 of New York State General Municipal Law. Chautauqua County Purchasing Policy rules in this case require selection of a contractor through a Request for Proposal process.

- 1.2. Chautauqua County encourages all qualified applicants, including Minority-Owned Business Enterprises, Women-Owned Business Enterprises, Small Business Enterprises and Disadvantaged Business Enterprises, to partake in the solicitation of these and all other services. The successful proposer must be an Equal Opportunity Employer.
- 1.3. Chautauqua County is exempt from all Federal and State taxes.
- 1.4 Insurance shall be in place prior to execution of the agreement and shall be up to date and maintained for the contract term. It is preferred that you attach samples or original certificates of insurance along with your proposal.
  - Within (5) five days receipt of the notice of award the proposer shall supply up-to-date certificates of insurance. Certificates may be e-mailed to the insurance department representative at the following address email wakamata@chqgov.com.
  - Failure to do so may be cause for the County to declare a proposal non-responsive, with the result that the award may go to the next highest scoring proposal.
- 1.5 A copy of the Chautauqua County Minimum Insurance Requirements is attached, along with a sample copy of the contract or agreement of service with terms and conditions.
- 1.6 The successful proposer must obtain Chautauqua County approval prior to utilizing a subcontractor in order to perform the requirements of this RFP.

**SECTION 2: SUBMISSION OF PROPOSALS:**

Sealed proposals shall be submitted to Chautauqua County Purchasing Department 3 North Erie St., Mayville, NY by November 22, 2022 at 3:30p.m.

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

<b>Attention:</b>	<b>Becky Anderson, Purchasing Manager</b>
<b>Proposal No:</b>	<b>RFP-8-22 DHHS</b>
<b>Title of Proposal:</b>	<b>Qualified Individual Assessment Services</b>

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

Copies of proposals shall be available in a Microsoft Word or PDF document by e-mail after all proposals have been opened and awarded.

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

**SECTION 3: MODIFICATIONS OR WITHDRAWAL OF PROPOSAL:**

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

**SECTION 4: EVALUATION CRITERIA:**

- 4.1 The County reserves the right to seek any clarifications needed to determine the most

qualified submittal and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine compliance with the requirements of the solicitation.

- 4.2 **Alternatives/Value-Added Considerations:** The Proposer may include items not specified in this RFP in their proposal in which the vendor feels can be pertinent to or an added benefit to the services requested. All such alternatives must be listed separately from the proposal and the cost thereof must be separated and itemized.
- 4.3 A contract may be awarded to the proposer whose proposal achieves the highest evaluation score by the evaluation committee based on the specified criteria, and not solely on the basis of price.
- 4.4 Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of sixty (60) days from the due date of the proposals.
- 4.5 Evaluation will be performed to determine the proposers understanding of work to be performed, technical approach, potential for completing the work as specified herein, cost reasonableness, the probable cost to the County, and ranking with competing proposers.

#### **SECTION 5: PROPOSAL FORMAT AND SUBMITTALS:**

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



## **SECTION 6: PREPARATION OF PROPOSAL**

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

## **SECTION 7: PROPOSER QUALIFICATIONS:**

- 7.1 Each proposer shall submit a statement of the proposer's qualifications, experience, organization, equipment, and facilities available to adequately provide the service and material necessary to fulfill the minimum specifications for this RFP, unless otherwise specified in the scope of work.
- 7.2 The County shall have the right to take such steps as it deems necessary to determine the ability of the proposer to perform obligations under the 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.

**CHAUTAUQUA COUNTY**  
**RESPONSE CHECKLIST - PROPOSAL NO. RFP-8-22 DHHS**

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

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

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

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL.

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

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

**PROPOSAL RESPONSE FORM**

**Proposal No. RFP-8-22 DHHS**

**Proposal Title: Qualified Individual Assessment Services**

**VENDOR NAME:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**REPRESENTATIVE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ **/PH.** \_\_\_\_\_

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

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

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

\_\_\_\_\_ Project or scope not suited to our Company.

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

\_\_\_\_\_ Insurance Requirements

\_\_\_\_\_ Bond Requirements too restrictive (when required)

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

\_\_\_\_\_ Insufficient time allowed for preparation of proposal

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

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Please send your response to:

Becky Anderson, Purchasing Manager  
Phone: 716-753-4918  
Email: [andersob@chqgov.com](mailto:andersob@chqgov.com)

**AGREEMENT  
FOR PURCHASE OF QUALIFIED INDIVIDUAL (QI) ASSESSMENT SERVICES**

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the County of Chautauqua, through the Chautauqua County Department of Social Services, hereinafter called the Department, located at 7 N. Erie Street, Mayville, New York, 14757 and \_\_\_\_\_, hereinafter called the CONTRACTOR, located at \_\_\_\_\_.

WHEREAS, pursuant to the Family First Prevention Services Act (FFPSA) [P.L. 115-123], an independent assessment of a child in foster care placed in a Qualified Residential Treatment Program (QRTP) is required in order to make determinations, including, but not limited to, whether the placement in the QRTP is appropriate.

WHEREAS, the assessment must be completed within 30 days of placement of the child in the QRTP.

WHEREAS, each assessment must utilize a federally approved functional assessment tool that is age-appropriate and evidence-based.

WHEREAS, the standards for the timing, process, content of the assessment and the qualifications for who may conduct the assessment are set forth in federal and New York State statute, regulation and policy.

NOW THEREFORE, in consideration of the mutual promises herein contained:

**SECTION I – DEFINITIONS**

Whenever the following terms are used in this Agreement they have the following meaning unless otherwise clearly noted:

1. **QUALIFIED INDIVIDUAL:** means a trained professional or licensed clinician acting within their scope of practice who must have current or previous relevant experience in the child welfare field and who must conduct the assessment required for a child in accordance with Social Services Law (SSL) §409-h. Such individual may not be an employee of the Office of Children and Family Services (OCFS), and such person may not have a direct role in case management or case planning decision-making authority for the child for whom such assessment is being conducted in accordance with 42 USC §§672 and 675a and the New York State (NYS) approved Title IV-E State Plan.
2. **QUALIFIED RESIDENTIAL TREATMENT PROGRAM:** means a non-foster family residential program in accordance with 42 USC §§ 672 and 675a and the NYS approved Title IV-E state plan, and that meets OCFS regulations, and which is certified by OCFS to operate as a QRTP.

- 3. AGE-APPROPRIATE, EVIDENCE-BASED, VALIDATED ASSESSMENT TOOL:** means an instrument that has been deemed to be evidence-based, has been rigorously evaluated in experimental evaluations, such as randomized controlled trials (RCT), and shown to make a positive, statistically significant difference in important outcomes. An instrument that has been validated means that the instrument measures what it is designed to measure. Age-appropriate is a developmental concept whereby certain activities are deemed appropriate to a child’s “stage” or level of development. The Child and Adolescent Needs and Strengths (CANS) and the Child and Adolescent Service Intensity Instrument (CASII) have been determined by OCFS and federally approved to be age-appropriate, evidence-based, validated instruments to serve the intended purpose of the 30-day assessment by the QI.
- 4. FAMILY AND PERMANENCY TEAM:** means all appropriate family members, relatives, and fictive kin of the child, as well as, as appropriate, professionals who are a resource to the family of the child, including, but not limited to, the attorney for the child or the attorney for the parent, if applicable, teachers, medical or mental health providers who have treated the child, or clergy. In the case of a child who has attained the age of 14, the family and permanency team shall include the members of the permanency planning team for the child in accordance with 42 USC §675 and the NYS approved title IV-E State Plan and SSL §409-h.

## **SECTION II – SCOPE OF SERVICES**

- 5.** Effective September 29, 2021, the QI must assess a child to determine the appropriateness of a placement in a QRTP. The assessment must determine whether the child’s needs can be met with family members, in a foster family home and/or if the child’s needs meet the criteria for a setting specified in 42 USC 472(k)(4) and SSL §409-h(1)(c), including a QRTP level of care.
- 6.** Such assessment may be completed prior to a child’s placement in a QRTP, but must be completed within thirty (30) days of the start of a placement in a QRTP of a child in the care and custody or the custody and guardianship of the local department of social services (LDSS or OCFS). Failure to adhere to the required time frame could result in termination of this AGREEMENT.
- 7.** The QI must utilize an age-appropriate, evidence-based, validated functional assessment tool approved by the federal government for such purpose. In NYS, the approved tools are the CANS and the CASII.
- 8.** The QI must conduct interviews with the family and the child to obtain or clarify any information needed to complete functional assessments and formulate child-specific, short-term, and long-term mental and behavioral health goals.

The QI must make a determination of the most effective and appropriate level of care for the child in the least restrictive setting, including whether consistent with the short-term and long-term goals for the child, as specified in the child’s permanency plan, the needs of the child

## Attachment B: QI Model Contract

can be met with family members or through placement in a family-based setting, *or in either* a QRTP, a supervised setting, as defined in SSL §371(22), a setting providing residential care and supports for sexually exploited youth (EMPOWER), or a setting specializing in providing prenatal, post-partum or parenting (PPP) supports for youth.

9. The QI must complete the assessment in collaboration with the LDSS, QRTP, and family and permanency team to gather information to formulate the final determination.
10. The QI must document: 1) the reasons why the child's needs cannot be met by the parents or a kinship caregiver in their home or in a non-relative foster family home setting; 2) which congregate residential setting would provide the most effective and appropriate level of care for the child in the least restrictive environment and be consistent with the short-term and long-term goals specified in the permanency plan; 3) the reasons why the recommended placement in a QRTP is the setting that will provide the most effective and appropriate level of care for the child in the least restrictive environment; 4) how that placement is consistent with the short-term and long-term mental and behavioral health goals as specified in the permanency plan; and 5) provide a written report with its recommendation within thirty (30) days of the child's placement in a QRTP.
11. The QI must utilize all tools developed and approved by OCFS, adhering to all required components in compliance with and in satisfaction of FFPSA assessment requirements.
12. The QI (or their designee) must promptly, but no later than five (5) days following the completion of the assessment, provide the assessment, determination and documentation to the court, the parent or guardian of the child, the attorney for the child, and the attorney for the parent, if applicable.
13. The QI must provide a written summary detailing the assessment findings to the LDSS or OCFS with care and custody or custody of the child and with the parties to the proceeding. Confidential information must be redacted from the summary as necessary to conform with applicable federal and state confidentiality standards. [SSL §409-h(2)].
14. The QI must develop a list of child-specific short-term and long-term mental and behavioral health goals.
15. The parties agree that the system of record for the recording of the activities addressed in the Agreement is CONNECTIONS.
16. It is mutually agreed between the Department and the Contractor that the Contractor will perform the duties and obligations of a QI in conformance with the terms and conditions of this Agreement and federal and NYS laws and regulations, including, but not limited to, 42 USC §§672 and 675a; SSL § 409-h, 18 NYCRR 428.3 and OCFS regulations and with the policies of OCFS.

**Section III – QUALIFICATIONS**

17. The QI must have a professional clinical license, in accordance with 14 NYCRR 823.6 and/or a social work license in accordance with section 7704 of NYS Education Law AND at least two (2) years of experience in child welfare.
  - o Acceptable professional licenses include: physician, psychiatrist, psychologist, nurse practitioner, psychoanalyst, registered nurse, clinical social worker, marriage and family therapist, mental health counselor, master social worker, licensed creative arts therapist, within their scope of practice.
18. The QI must have a minimum of two (2) years of child welfare experience. To satisfy the requirement of two (2) years of experience in the child welfare field, QIs must have worked for, or have been under contract with, a child welfare program for a minimum of two (2) years within the last fifteen (15) years. Child welfare programs include, but are not limited to, a LDSS, a voluntary authorized agency, a residential agency serving children or families, a community-based provider, and/or other entity that addresses child safety as it pertains to abuse and neglect and provides or coordinates services for children and families to address challenges such as substance abuse, mental health, and domestic violence.
19. The QI must successfully complete all training requirements up to and including certification for either the CASII or the CANS prior to provision of the service and provide verification of such, and all OCFS required training.
20. The QI may not be employed by or with the QRTP where the child is referred. The QI may not have a direct role in case management or case planning decision-making authority for the child in question. OCFS regulations define case planning to include the ability to authorize and coordinate the provision of services (see 18 NYCRR 428.2). While the QI may evaluate and make recommendations regarding services for children in foster care in New York State, the QI may not authorize or coordinate the direct provisions of any services. However, the QI may conduct case assessment activities, which are required in the context of case planning as per 42 USC §671(a)(16).

**SECTION IV – DURATION**

21. The term of this AGREEMENT is from \_\_\_\_\_ to \_\_\_\_\_ .
22. The parties hereto are under no obligation to renew this Agreement after the expiration of the term set forth herein or any renewal thereof.

**SECTION V -REIMBURSEMENT**

23. The CONTRACTOR agrees that payment by the Department is contingent upon the CONTRACTOR submitting an appropriate claim form, which has been approved by the Department, to the person designated by the Department certifying the satisfactory completion of the CONTRACTOR’S performance and setting forth the payment to be made.



## Attachment B: QI Model Contract

24. The Department agrees to pay the CONTRACTOR on a monthly basis within thirty (30) days of receipt a claim form as submitted in accordance with paragraph 23 of this Agreement.
25. The anticipated total cost of this Agreement may not exceed \$\_\_\_\_\_. The anticipated total cost of this Agreement is an estimate and serves as the limit of obligation under this Agreement. Should it appear that the anticipated total cost may be exceeded, an amendment to the Agreement must be executed.

### **SECTION VI – BOOKS, RECORDS AND DOCUMENTS**

26. All case-specific information received and developed by the CONTRACTOR for the purpose of this Agreement is confidential and must be maintained in a manner consistent with applicable federal and NYS confidentiality statutes and regulations, including, but not limited to, 42 USC §671(a)(8), SSL §§372 and 422, Public Health Law (PHL) §2782, and 18 NYCRR Parts 357, 423, 428, 431 and 466.
27. The records of individuals served by the CONTRACTOR under the terms of this Agreement must be made available to the Department and OCFS upon request, in a form, manner and time required by the Department or OCFS.
28. The CONTRACTOR agrees to retain all books, records and other documents relevant to the Contractor's Agreement for six (6) years after the CONTRACTOR receives final payment for the services to which they relate, during which time authorized county, state and/or federal auditors and other duly authorized representatives will be provided full access to and the right to examine the same.

### **SECTION VI – TERMINATION OF AGREEMENT**

29. The Agreement may be terminated by the mutual written agreement of the contracting parties.
30. The Agreement may be terminated by the Department for cause, upon the failure by the CONTRACTOR to comply with the terms and conditions of this Agreement. The Department will give the CONTRACTOR written notice specifying the CONTRACTOR's failure.
31. In addition to the termination provisions set forth above, the Department has the right to terminate this Agreement, in whole or in part, if the CONTRACTOR has failed, at any time, to comply with any applicable federal, state or local health, safety or fire code regulations; or in the event that any license, approval or certification of the CONTRACTOR, required by federal, state or local government is revoked, not renewed, or otherwise not in full force or

Attachment B: QI Model Contract

effect, or in the event that the CONTRACTOR fails to secure a new such license, approval or certification during the term of this Agreement, if required.

32. Notice of termination will be given in writing specifying the reasons for termination and the effective date of termination. Such written notice will be delivered via registered or certified mail with return receipt requested or will be delivered by hand with receipt provided by the CONTRACTOR. The CONTRACTOR agrees not to incur any new obligations or to claim any expenses incurred after the effective date of the termination. The effective date of termination is not to be less than 30 days from the date of notice, unless substantial breach of contract is involved, in which case the effective date of termination may be immediate, effective on delivery of the termination notice. In any event, the effective date of termination will not be later than the Agreement expiration date.

33. Upon termination or upon expiration of the term of this Agreement, the Department will arrange for the transfer to another CONTRACTOR of all children covered by this Agreement then serviced by the CONTRACTOR.

**SECTION VIII – OTHER TERMS AND CONDITIONS**

34. Contractor shall comply with the terms and conditions contained in Appendix A attached hereto and made a part hereof that do not conflict with the terms and conditions contained herein.

IN WITNESS HEREOF:

The parties hereto have executed this agreement as of the day and year first above written:

Chautauqua County Department of Health and Human Services

By: \_\_\_\_\_  
Christine Schuyler, Commissioner

\_\_\_\_\_  
Date

County of Chautauqua

By: \_\_\_\_\_  
Paul M. Wendel, Jr., County Executive

\_\_\_\_\_  
Date

Approved as to Form:

By: \_\_\_\_\_  
Stephen M. Abdella, County Attorney

\_\_\_\_\_  
Date

Attachment B: QI Model Contract

By: \_\_\_\_\_  
CONTRACTOR NAME/TITLE

\_\_\_\_\_  
Date

STATE OF NEW YORK            )  
COUNTY OF CHAUTAUQUA    ) SS:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, personally appeared CHRISTINE SCHUYLER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf which the individual acted, executed the instrument.

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

STATE OF NEW YORK            )  
COUNTY OF CHAUTAUQUA    ) SS:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, personally appeared PAUL M. WENDEL, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf which the individual acted, executed the instrument.

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

STATE OF NEW YORK            )  
COUNTY OF CHAUTAUQUA    ) SS:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me, the undersigned, personally appeared CONTRACTOR, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf which the individual acted, executed the instrument.

\_\_\_\_\_  
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.

**Certification.** By submitting a claim to County for payment, Contractor certifies: that claims are just, true, and correct; that goods are of the quantity and quality stated and/or that the services were actually performed; that prices are reasonable and in accordance with this Agreement; that no portion of any claim has been paid; that there exist no offsets or counterclaims; and that no tax is included.

**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.

**Electronic Payment.** 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>

**Entire Agreement.** This Agreement contains the sole and entire Agreement between the parties relating to the 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.

**Force Majeure.** The County 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 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 found at <http://chautauqua.ny.us/DocumentCenter/View/2402> 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 services.

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 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.