

REQUEST FOR PROPOSAL (RFP)

**PREVENTIVE SERVICES FOR YOUTH TO PREVENT FOSTER CARE PLACEMENT:
PINS PLACEMENT DIVERSION SERVICES**

**CHENANGO COUNTY DEPARTMENT OF SOCIAL SERVICES
5 COURT STREET, P.O. BOX 590
NORWICH, NY 13815**

8/31/2020

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1. SUMMARY AND BACKGROUND

The Chenango County Department of Social Services is seeking proposals from qualified not-for-profit organizations to provide placement diversion services for Chenango County. Such services will be provided to Chenango County families as described in New York State Codes, Rules and Regulations 18 NYCRR Part 423 for the purpose of averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his/her family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care.

The Department of Social Services provides an array of supports and services to individuals and families to promote safety and self-sufficiency. Chenango County is a rural area in upstate NY of approximately 900 square miles and a population of 47,207 per 2019 census estimates. Per Social Services Law Chapter 6, Title 4, Section 409, 409-a and 409-b NYCRR, the Commissioner of Social Services may provide such child welfare services, including "Preventive Services," either directly or through purchase from an authorized agency.

The purpose of this Request for Proposal (RFP) is to solicit proposals from various qualified candidate organizations, conduct a fair and extensive evaluation based on criteria listed herein, and select the successful candidate to provide the services described.

2. PROPOSAL GUIDELINES

This Request for Proposal represents the requirements for an open and competitive process. **Proposals will be accepted until 5pm EST October 1, 2020.** Responses must be mailed or delivered to Department of Social Services, Attn: Elizabeth Beers, Director of Services, P.O. Box 590, Norwich, New York 13815. Late, faxed or e-mailed responses will not be accepted. Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the organization submitting the proposal.

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

All costs must be itemized to include an explanation of all such fees and costs.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions will be subject to review and will include scope, budget, schedule, and other necessary items pertaining to the services contract.

3. PURPOSE AND DESCRIPTION

The purpose of these services is as follows:

The Chenango County Department of Social Services historically maintains an active caseload of 40 to 60 youth who are at risk of out-of-home placement due to PINS (Person in Need of Services) behaviors and have been referred for intervention. “Person in Need of Supervision” is a family court adjudication regarding a *youth under the age of 18 who does not attend school, or behaves in a way that is dangerous or out of control, or often disobeys his or her parents, guardians or other authorities*. A PINS petition may be filed in Family Court by a parent or other person legally responsible for the care of the child, by a peace officer or police officer, by a person who has been injured by a child, or by a school or other authorized agency. A PINS petition contains a description of the child's behavior and asks the court to find that the child requires intervention services. PINS referrals are made by schools, community members, and parents due to unruly behavior and/or issues of truancy. The Chenango County Department of Social Services is the lead agency for PINS Diversion. PINS planning meetings occur on a regular basis consisting of staff from various service providers, Probation department staff, and Social Services representatives. Diversion services are an attempt to ameliorate issues and prevent Family Court involvement and adjudication, or out-of-home placements. These services can involve counseling, casework services, coordination, monitoring, school interventions, and mental health services.

Preventive services seek to work collectively with the family, community partners, school, and the Department to serve the concurrent goal of promoting family stability and health while reducing the need for costly and ineffective out-of-home placements. Research has demonstrated that out-of-home placements yield questionable results and potentially can cause additional issues. As described by the Annie E. Casey Foundation:

Too many teens are being placed in group settings, whether in child welfare or in juvenile justice systems. These group placements have been shown to be developmentally harmful when used as long-term living situations. What’s more, research shows that experimenting with risky behaviors is part of adolescent development. During these challenging years, teens need stronger relationships, access to effective behavioral health services and opportunities for positive growth, not residential group placements... [therefore] child-serving agencies should work together to provide teens and their families with a range of programs from crisis intervention and mediation to higher-level, evidence-based services that meet their needs in the most-effective and least-restrictive settings.¹

The NYS Office of Children and Family Services concluded that out of home placements exceeding 6 months predominantly lead to negative impacts on youth including loss of connection to family, stalled permanency, loss of educational continuity, and loss of natural supports². These conclusions were reflected in sweeping PINS reform enacted in 2019, that

¹ Too Many Teens: Preventing Unnecessary Out of Home Placements. (2015). Pg.5
<https://www.aecf.org/resources/too-many-teens/>

² PINS Reform Legislative Changes. NYPWA July 16, 2019

emphasized the need to use and exhaust all diversion efforts prior to court intervention to avoid out-of-home placements and, if placement is a last resort, to restore the youth to his or her family and community as quickly as possible³. The state's commitment to enacting PINS reform was summarily solidified in the fact that effective January 1st, 2020 *no state funding* would be provided to counties for any PINS placements and all costs would be borne by the local district. Given that out-of-home placements in foster care or in residential settings can amass substantial cost, particularly when coupled with the fact that such placements can be inordinately long, and further that such placements yield nominal if any lasting change in youth and family functioning, diversion services become essential to prevent such placements.

Parallel to PINS reform, recent changes to the criminal justice arena through Raise the Age legislation reflect the growing understanding of the failures of a predominantly punitive approach to youth behavioral issues. These changes have reduced or eliminated the reliance on incarceration, in the same way that PINS reform has made out-of-home placement for troubled youth all but a non-option. The Family First and Prevention Services Act⁴, which is soon to be enacted in NYS, aims to reduce the reliance on placing children in foster care settings, especially residential ones, through partnerships that increase access to evidence-based services, expanding the evidence-based prevention services array, and serving more children and families at risk of experiencing foster care, including key new vulnerable populations⁵. As such, the concepts of community action, partnerships and collaborations, and supportive interventions specifically aimed at reducing the use of out of home placements as a short-lived analgesic to family discord are concentric. The Department of Social Services is seeking to reflect our alignment with these principles through our support of dynamic, multi-faceted programs that can carry these changes forward.

Service Description:

The Chenango County Department of Social is seeking an organization that will effectively provide diversion services and support to youth and families affected by PINS behaviors and other concurrent barriers to success, placement prevention, and speedy reunification if the youth is in care. Such services shall be guided by current research and data regarding productive intervention techniques that support youth under 18 and their families, with an emphasis on short term, intensive, and effective family supports. Such services should reflect the goals of the federal Families First Prevention Services Act (FFPSA) enacted February 9th, 2018. Specifically, services should promote:

- In-home parent skills training, education, individual and family case management support and counseling;
- Trauma informed approaches to intervention and diversion;
- Provision of and/or coordination with mental health and substance abuse prevention and treatment provided by a qualified clinician when such services are warranted;

³ 19-OCFS-ADM-22 - Person In Need of Supervision Reform Changes <https://ocfs.ny.gov/main/policies/external/>

⁴ <https://ocfs.ny.gov/main/sppd/family-first.php>

⁵ "FFPSA Candidate Needs Assessment Data Presentation", NYS OCFS 8/5/2020

- Promising, well supported goals and have a well-designed and rigorous evaluation strategy for demonstrating effectiveness. **Examples of evidence-based prevention programs and their components include:**
 - [Brief Strategic Family Therapy \(BSFT\)](#): Families with children or adolescents ages 6-17, who display or are at risk for developing problem behaviors including substance abuse, conduct problems, and delinquency. Uses a structured family systems approach to treat youth's behavioral issues. A defining element is the course of treatment is brief, usually conducted in 12-16 sessions.
 - [Functional Family Therapy \(FFT\)](#): Youth ages 11-18 who have behavioral or emotional problems, or family discord. Aims to address risk and protective factors that impact the adaptive development of youth through family therapy.
 - [Homebuilders](#): Families with children ages 0-18 at imminent risk of placement or needing intensive services to return home from out-of-home care. Provides parents intensive in-home counseling, skill building and support services to prevent placement and support reunification.
 - [Motivational Interviewing](#): Promotes behavior change in a range of target populations and for a variety of problem areas; Method of counseling clients designed to promote behavior change and improve physiological, psychological, and lifestyle outcomes by identifying ambivalence and increasing motivation.
 - [Multisystemic Therapy \(MST\)](#): Youth ages 12-17 (at risk or engaging in delinquent activity or substance abuse, with mental health concerns, and at risk for out-of-home placement) and their families. Addresses the core causes of delinquent and antisocial conduct by identifying key drivers of the behaviors and personalizing interventions to address the identified drivers.
 - [Family Centered Treatment \(FCT\)](#): Families with children ages 0-17 at imminent risk of placement or needing intensive services to return from out-of-home care. Intervention is designed to find simple, practical, and common-sense solutions for families faced with disruption or dissolution of their family. Intensive training, supervision, and management system for case managers aims to enable exceptionally high expectations of families in treatment.
 - [High-Fidelity Wraparound](#): Service providers, natural supports and the youth and family work together to help achieve the family vision. The team honors the strengths, voice, and culture of the family to build confidence and experience success at home, in school, and in the community.
 - [Strengthening Families Program](#): Parents and their children ages 0-17 who need skills to reduce family conflict and the risk of abuse or neglect, including substance abusing parents, those already reported for child maltreatment, and

those who need skills to deal with a disruptive child. A Short-term parenting and family skills training program delivered to the family as a group. SFP is designed to significantly improve parenting skills and family relationships, reduce child maltreatment, children's problem behaviors, delinquency and alcohol and drug abuse; and to improve social competencies and school performance.

- [Youth Villages Intercept](#): Children ages 0-18 who have serious emotional and behavioral problems or have experienced trauma, including abuse and/or neglect and their families. Intensive in-home services adaptively incorporate multiple evidence-based approaches and models to meet individual needs. Following a detailed case conceptualization process, specialists collaborate with other providers, schools, case workers, courts, and other community supports to form individualized treatment plans.

Additional information about evidence-based prevention programs, which will be required as the Family First and Prevention Services Act (FFPSA) is implemented in NYS can be found at <https://preventionservices.abtsites.com/>

4. PROJECT SCOPE

The scope of this RFP includes services described in 18 NYCRR Part 423 for the purpose of averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his/her family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The successful bidder will, through provision of these services, fulfill the Department of Social Services goals of preventing youth placements under its authority to provide these services through an executed contract with the successful bidder.

The successful bidder will also be responsible for meeting all staffing requirements, staff qualifications, training requirements, eligibility determinations, records and reports, and confidentiality requirements.

5. REQUEST FOR PROPOSAL AND PROJECT TIMELINE

Request for Proposal Timeline:

All proposals in response to this RFP are due no later than **5pm EST October 1, 2020**.

Chenango County reserves the right to reject any and all proposals not considered to be in the best interests of Chenango County or to waive any informalities in proposals received, should such procedures be in the best interests of the County.

Evaluation of proposals will be conducted on **November 2, 2020**. If additional information or discussions are needed with any bidders during this time period, the bidder(s) will be notified.

The selection decision for the winning bidder will be made no later than **November 6, 2020**.

Notifications to bidders who were not selected will be completed by **November 13, 2020**.

Upon notification, the contract negotiation with the winning bidder will begin immediately. Contract negotiations will be completed by **December 4, 2020**.

Services Timeline:

Services planning phase must be completed by **December 31, 2020**. Project planning phase will determine the timeline/schedule for the remaining phases of the project.

Services initiation phase must be completed by **January 1, 2020**.

6. BUDGET

All proposals must include proposed annual costs to provide the services described in this RFP. A sample budget format is provided with this RFP.

Budgets for proposed services shall not exceed \$320,000.

NOTE: All costs and fees must be clearly described in each proposal.

7. BIDDER QUALIFICATIONS

Bidders should provide the following items as part of their proposal for consideration:

- a. Organizational History, Mission, and Capacity to provide services to the target population;
- b. Description of current or proposed services and methodology for serving Chenango county families;
- c. Description of current or proposed location for services that ensures youth and family participation, including non-traditional hours and crisis support;
- d. Description of how records and reports will be kept confidential in accordance with 18NYCCR423.7 and 18NYCCR466.4(a)(2)
- e. Description of proposed collaboration with sources of PINS referrals such as school districts, caregivers, agencies and police
- f. Description of organization's ability to maintain compliance with regulations governing preventive services.
- g. Detailed payment amounts and budget for proposed services

8. PROPOSAL EVALUATION CRITERIA

The Chenango Department of Social Services will evaluate all proposals based on the following criteria (out of 100%):

- Organizational Experience: Bidders will be evaluated on their experience as it pertains to the scope of this RFP (15%).
- Readiness to provide services to Chenango or a reasonable timeline to do so (15%).
- Stated Services, Goals and Outcomes that are demonstratable, measurable, achievable and multi-faceted (40%).
- Value and cost: Bidders will be evaluated on the cost of services based on the work to be performed in accordance with the scope of this project. For reference, the 2020 contract for placement diversion services was \$319,260. All bids will be evaluated for cost-effectiveness (30%). Also:
 - Proposals that demonstrate direct collaboration, communication with and support for referral sources such as school districts, caregivers, and partnering agencies will be given strong consideration.
 - Proposals that demonstrate approaches that reflect short term and objective-driven approaches that promote change are strongly encouraged.
 - Proposals that reflect multi-faceted and creative approaches for support and intervention for youth at risk, including non-tradition hour services, are strongly encouraged. Conversely, proposals that rely *solely* on a single modality of intervention such as office-based, business hour therapy sessions will be strongly discouraged.

Each bidder must submit **2 copies** of a completed RFP by **5pm October 1, 2020** to:

Chenango County Department of Social Services
PO Box 590
Norwich, NY 13815

Attention: Elizabeth Beers, Director of Services

9. ATTACHMENTS

Please submit your RFP bid according to Attachments 1-4. A sample contract (Attachment 5) is included for your reference.

- Attachment 1: Cover Sheet and Authorized Signature
- Attachment 2: Organization: Description, Methodology, Compliance
- Attachment 3: Sample Budget
- Attachment 4: Statement of Non-Collusion
- Attachment 5: Sample Contract

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Attachment 1: Cover Page

Name of Organization: _____

Employer Identification Number (EIN): _____

Name of Program (if applicable): _____

The undersigned acknowledges that he/she is a duly authorized representative of the above agency and is authorized to submit this RFP and bid on behalf of said organization.

Name: _____ Title: _____

Signature: _____ Date: _____

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Attachment 2: Organization and Proposed Programming

Limit 10 Pages. Title responses accordingly.

1. Describe your organization's history, mission, and capacity to provide services to at-risk youth and families.
2. Describe any current services to at-risk youth and families and your proposed methodology for this project. Include a description of how your organization proposes to provide and coordinate services such as in-home parent skills training, casework support, intervention, education, individual and family case management support.
3. Describe the current or proposed location for services that ensures youth and family participation, including non-traditional hours. If a specific location is not yet identified, please describe your intended method to find an area to provide such services (i.e. shared or donated space, rented office, etc).
4. Describe how records and reports will be kept confidential.
5. Describe your strategies for collaboration, communication with and support for referral sources and stakeholders such as school districts, caregivers, and community agencies and police.
6. Briefly describe your organization's ability to maintain compliance with regulations governing preventive services (i.e. years of operation providing services, etc.):

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Attachment 3: Sample Budget

Instructions:

A sample budget in Excel can be downloaded at:

<http://www.co.chenango.ny.us/public-notices/>

You may also request a copy of the sample budget to be emailed to you by contacting:

Elizabeth.Beers@dfa.state.ny.us and stating “PREVENTIVE SERVICES FOR YOUTH Budget” in the subject line

Please fill in details for Tabs:

- Salary and Fringe. Note that administrative costs should be clearly identified as such; ***applicants are strongly encouraged to limit administrative costs to 10% of the total Personal Services Costs.*** Administrative costs are generally defined as *those not directly related to the provision of services to clients*. If any staff are part administrative and part program related, show the salary on two lines (one line for program portion and one line for administrative portion).
- Travel & Equipment
- Supplies & Other
- Overhead

Note the summary sheet will self-populate based on your entries on the above tabs. Print your completed budget and submit with your RFP.

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Attachment 4: Statement of Non-Collusion

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 knowledge and belief:

- (1) 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;
- (2) Unless otherwise required by law, the process 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 opening, direct or indirectly, to any other bidder or to any competitor; and
- (3) 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.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

_____	_____
Type or Print Name and Title	Signature

State of New York

County of _____ ss.:

On the _____ day of _____, 20____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____, New York; that he/she/they is (are) the _____ of the _____, the corporation/limited liability company/partnership/limited partnership/sole proprietor described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/there name(s) thereto by like authority.

Notary Public

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Attachment 5: Sample Contract

**Services For "At-Risk" Youth
January 1, 2021-December 31, 2021
Agreement For Purchase Of Preventive
Services For Children**

Agreement made by and between the Chenango County Department of Social Services, (hereinafter called the Department), P.O. Box 590, County Office Building, Norwich, NY 13815-0590, and (), (hereinafter called the Contractor), (address)

WITNESSETH

WHEREAS, the Commissioner of Social Services of the County of Chenango, hereinafter called the Commissioner, is charged with the responsibility for the administration of all child welfare services in the County of Chenango at public expense, pursuant to Section 395 et. Seq. of the Social Services Law; and

WHEREAS, the Commissioner may provide such child welfare services, including "Preventive Services," either directly or through purchase from an authorized agency pursuant to Social Services Law Chapter 6, Title 4, Section 409, 409-a and 409-b; and

WHEREAS, preventive services are provided for in the latest Consolidated Services Plan for the State of New York, including the Chenango County Social Services District; and

WHEREAS, the Contractor under the terms of its Articles of Incorporation, Business Certificate or Charter has the authority to provide the services set forth hereafter; and

WHEREAS, the Contractor is an authorized provider of Preventive Services and meets all Federal and State standards applicable to providers of such services; and

WHEREAS, the Department had determined that the amount of funds to be paid to the Contractor is reasonable and necessary to assure quality services; and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these services; and

NOW, THEREFORE, the parties, in consideration of the above, do covenant and agree as follows:

1. Contractor shall provide preventive services. Preventive services shall mean such services as will be provided to Chenango County families as described in New York State Codes, Rules and Regulations 18 NYCRR Part 423 for the purpose of averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his/her family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care.
2. (a) The Contractor shall provide preventive services per the attached program narrative identified as Attachment "A" and incorporated herein.

(b) The Contractor shall be responsible for the development and completion of any necessary assessment, plan documents and evaluation tools in consultation with the Department.

(c) The Contractor shall be responsible for implementing the aforesaid plan.

(d) The Department will be responsible for monitoring the outcomes of the services provided by the Contractor under this agreement on a quarterly basis, as per Attachment "B", and both parties will meet and cooperate to effectuate the appropriate provision of services.

(e) The Contractor shall be responsible for the outcome goals outlined in Attachment "B".
3. In consideration for the services provided hereunder by the Contractor, the Department will pay the Contractor the sum of (\$xxx,xxx) upon presentation of a voucher billing in a form satisfactory to the Department on a monthly basis. The maximum payment due hereunder for the contract period shall be (\$xxx,xxx). It will be necessary for the Contractor to satisfy the "Federal single audit" requirement, a copy of which will be given to the Department annually.
4. The term of this agreement shall be from January 1, 2021 through December 31, 2021. Either party to this agreement may terminate this agreement upon thirty (30) days advance written notice to the other party. The parties hereto are under no obligation to provide or to pay for services, in whole or in part, after the expiration of the term of this agreement, unless the parties hereof mutually agree to a written extension
5. The Contractor will cooperate and participate, as directed by the Department, the New York State Office of Temporary and Disability Assistance, or the New York State Office of Children and Family Services, in any endeavors incident to the rendering of preventive services hereunder, including, but not limited to, making and preparing reports, surveys, studies, participating in audits, giving testimony at court or

administrative proceedings and any other matters or procedures relating to the furnishing of preventive services hereunder.

6. (a) The Contractor shall be responsible for all necessary or required payroll reports, deductions, tax, withholdings, insurance and other payments including, but not limited to, providing for Worker's Compensation insurance, disability insurance, U.S. Social Security taxes, Federal and State unemployment insurance benefits, withholding federal, state and local income taxes for its employees, and shall comply with any other legal or customary requirements of an employer.
 - (b) The Contractor shall conduct its affairs in a manner such that the local district and the New York State Office of Children and Family Services will not be held liable for any acts or omissions of the contractors, employees, agents or other representatives.
 - (c) The Contractor shall indemnify and hold harmless and defend the Department and Chenango County, Chenango County's officers, agents and employees, from any and all claims, demands, causes of action and judgments arising from the performance by the Contractor, its officers and/or employees or subcontractors of services provided for in this agreement, and shall obtain liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) specifically naming Chenango County as an insured there under. Such coverage must be identified and entered upon a Chenango County Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's insurance company, agent or broker. The completed and signed Insurance Certificate shall be subject to approval by the Chenango County Department of Social Services Attorney and upon approval shall be attached to this Agreement and become a part hereof. The Contractor further agrees that the Department has the right to take whatever action it deems necessary including, but not limited to, the removal of clients, cessation of referrals and termination of this Agreement, if the Contractor fails to submit a completed Insurance Certificate which is approved by the Chenango County Department of Social Services Attorney, prior to the expiration of its insurance coverage.
7. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement. These records shall be subject at all reasonable times for inspection, review or audit by state personnel and other personnel duly authorized by the Department, as well as by federal personnel when federal funds are being utilized in making payments to the Contractor. The Contractor shall collect statistical data of a fiscal nature on a regular basis and make fiscal statistical reports at times prescribed by and on the forms furnished by the Department. The Contractor will be responsible for any reporting requirements necessary for the administration of the TANF Services grant.
 8. The Department and Contractor shall observe and require the observance of

applicable Federal and State requirements relating to confidentiality of records and information and shall not disclose said information except as authorized by law. The Contractor shall not allow examination of records or disclose information except that examination of records by the Chenango County Department of Social Services or the Office of Children and Family Services that may be necessary to insure that the purpose of this agreement will be effectuated, and also to otherwise comply with the Department's requirements and obligations under the law.

9. Pursuant to 18 NYCRR Section 358.4, the Department shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or the failure of the Department to act upon an application within the appropriate time frames. The Department also shall inform applicants for or recipients of preventive or adoption services how to file a fair hearing request. Whenever an eligible applicant or recipient requests a fair hearing, the State Office of Children and Family Services shall provide such a hearing through its regular fair hearing procedures. The Department shall provide the Contractor with copies of the fair hearing decision. The Contractor, upon the request of the Department, shall participate in fair hearings and any appeals thereof as witnesses when necessary for a determination of the issues.

10. The Contractor will provide the services described in Attachment "A" of this Agreement in the referred families' homes and at its offices located at (address). Contractor agrees to provide the Department with written notification of the locations of any additional support services that are provided outside of the aforementioned address(es) in conjunction with the child service plan.

11. The Contractor will promptly notify the Department of any entities with which it has direct or indirect cooperative agreements, contracts for services, or any other type of formal or informal arrangement whereby the cost or amounts received in reimbursement of services rendered hereunder are shared among or transferred between the Contractor and other entities. If the Contractor makes a disbursement directly or indirectly from funds received hereunder to any entity receiving reimbursement from any governmental agency, the Department shall be so notified immediately. If the Contractor receives any other grant funding, or other funding for services to be provided hereunder from any source, it shall immediately notify the Department of same.

12. (a) The terms set forth in Appendix "A", attached hereto, shall be made a part hereof and shall be incorporated herein. In Appendix "A", () is referred to as the Contractor.

(b) The Contractor shall comply with the requirements of the United States Civil Rights Act of 1964 as amended and Executive Order No. 11246 entitled "Equal Employment Opportunities" and the regulations issued pursuant thereto as contained in 41CFR part 60 and any other Federal or State regulation or laws.

- (c) The Contractor shall observe and comply with the Federal regulations contained in 45CFR84 entitled "Nondiscrimination On The Basis Of Handicap; Programs And Activities Receiving Or Benefiting From Federal Financial Assistance."
- (d) In addition to all prior certifications, warranties and guarantees herein, as required by Federal Executive Order No. 12549, and prescribed by Federal Regulations, including 40 CFR Part 32, the Agency certifies that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this or other covered transactions by any Federal department or agency;
 2. Have not within a three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract, including any violations of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 above;
 4. Have not within a three-year period had one or more public transactions (Federal, State or local) terminated for cause of default.
 5. If the Contactor is unable to certify to any of the statements numbered 1 through 4 above, a written explanation shall be submitted to the Department.
13. The rates of payment by the Department to the Contractor under this agreement shall be effective only if the rates do not exceed the rates, if any, authorized and accepted by the New York State Office of Children and Family Services.
14. The Contractor shall not make any subcontract for the performance of this Agreement without the prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement shall be void without the prior written approval of the Department. All authorized subcontractors are subject to Federal and State requirements governing purchase of services contracts including 18 NYCRR Section 405, and the Contractor is responsible for the performance of any subcontractor.
15. The parties agree to renegotiate this agreement in the event that the Office of Children and Family Services issues new or revised requirements or interprets existing regulations in such a manner as to require amendments hereto by the Department in order to insure continued Federal and/or State reimbursement.

- 16. All amendments to this agreement must be in writing, duly signed by both of the parties and be annexed to this agreement in order to be effective.
- 17. The Contractor warrants that it and its service staff have all the necessary licenses, approvals and certifications currently required by the laws of any applicable municipality or local, state or federal government. The Contractor further agrees to keep such required licenses, approvals and certificates in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames.
- 18. This agreement, including Appendix "A" attached hereto, contains all the terms and conditions agreed upon by the parties. No other understandings regarding the subject matter of this agreement shall be deemed to exist or to bind any other parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and the year indicated.

Dated: _____

Chenango County Department of
Social Services

Daniel Auwarter, Commissioner

**STATE OF NEW YORK
COUNTY OF CHENANGO**

On this ____ day of _____, 20__ before me personally came Daniel Auwarter, to me known, who being duly sworn did depose and say that, he is the Commissioner of the Chenango County Department of Social Services, the agency described herein, with its principal place of business being located in Norwich, New York and that he executed the foregoing instrument on behalf of the agency in said authorized capacity.

Notary Public

Chenango County Board of Supervisors

Dated: _____
Lawrence N. Wilcox, Chairman

**STATE OF NEW YORK
COUNTY OF CHENANGO**

On this ____ day of _____, 20__ before me personally came Lawrence N. Wilcox, to me known, who being duly sworn did depose and say that he is the Chairman of Chenango County Board of Supervisors, the agency described in and which executed the foregoing instrument, and that he signed his name thereto on behalf of said agency.

Notary Public

Chenango County Attorney

Dated: _____
Alan E. Gordon

**STATE OF NEW YORK
COUNTY OF CHENANGO**

On this ____ day of _____, 20__ before me personally came Alan E. Gordon, to me known, who being duly sworn did depose and say that he is the Attorney for the County of Chenango, the agency described herein, that he is authorized to execute the foregoing instrument, and that he signed his name thereto on behalf of said agency.

Notary Public

(AGENCY)

Dated: _____

XXXX, CEO

**STATE OF NEW YORK
COUNTY OF CHENANGO**

On this _____ day of _____, 20__ before me personally came, XXXX to me known, who being duly sworn did depose and say that he is the CEO XXXX the corporation described herein with its principal place of business being located at XXXX, New York and that he executed the foregoing instrument on behalf of the corporation in his said authorized capacity.

Notary Public

APPENDIX A
TITLE XX PURCHASE OF SERVICES

The parties to the Purchase of Service agreement made by and between the Chenango County Department of Social Services, located at P.O. Box 590, Chenango County Office Building, Norwich, New York 13815, hereinafter called the Department, and the (NAME) located at (ADDRESS), hereinafter called the Contractor, do hereby agree that this Appendix is part and parcel of aforesaid agreement and do further covenant and agree as follows:

1. If and so long as funds are available therefore, the Contractor shall furnish services to persons determined by the Department to be eligible therefore, in accordance with standards prescribed by the Department and by the Office of Children and Family Services.
2. If and so long as funds are available therefore, the Department shall purchase from the Contractor, any or all of the services set forth in this agreement which the Contractor may furnish to persons eligible therefore.
3. The Department shall be responsible for establishing standards, policies and procedures for determining the eligibility of persons for the above services to be purchased by the Department and to be furnished by the Contractor to those persons determined to be eligible therefore in accordance with the Social Services Law of the State of New York and the regulations of the Office of Children and Family Services, and the Department will retain continuing, basic responsibility for determining the eligibility of persons for such services.
4. The Department shall perform the functions of determining eligibility and developing the individual plans of service in accordance with applicable Federal and State requirements, pursuant to the procedures and criteria established by the Department.
5. The Contractor shall furnish such services in accordance with applicable requirements of law and shall cooperate with the Department, as may be required so that the Department and the Office of Children and Family Services will be able to fulfill their function and responsibilities as the Single State Agency under Title XX and the other applicable provisions of the Social Security Act and the Social Services Law and be able to meet all of the applicable requirements, both State and Federal, pertaining thereto.
6. The Contractor will establish a system through which recipients may present grievances about the operation of the service program. The Contractor will advise recipients of their rights to appeal.
7. The Department shall notify applicants for or recipients of care and services of their rights to a fair hearing to appeal the denial, reduction or termination of a service, or

failure to act upon a request for service with reasonable promptness. Whenever an applicant or recipient requests a fair hearing, the Office of Children and Family Services will provide such a hearing through its regular fair hearing procedure.

8. (a) The Department working through the Office of Children and Family Services shall be responsible for establishing fair hearing procedures; holding fair hearings and issuing appropriate decisions thereon; and taking such steps as may be necessary to enforce its determination and decisions. The Department shall provide the Contractor with copies of its decision.

(b) The Contractor, upon the request of the Department, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.
9. Designated representatives of the Department and of the Office of Children and Family Services shall have access to persons who are eligible for or who may become eligible for the services herein, and to the records of such persons for the purpose of the proper discharge of its responsibilities under this agreement.
10. The Contractor agrees to maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.
11. These records shall be subject at all reasonable times for inspection, review, or audit by State personnel and other personnel duly authorized by the Department, as well as by Federal personnel when Federal funds are being utilized in making payments to the Contractor.
12. The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal reports at times prescribed by and on forms furnished by the Department.
13. The Contractor agrees to include these requirements in all subcontracts and assignments.
14. The Contractor agrees to maintain program records required by the Department and agrees that a program and facilities review, including meetings with consumers, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services, may be conducted at a reasonable time by appropriate State and Federal personnel and other persons duly authorized by the Department.
15. The Contractor agrees to retain all books, records, and other documents relevant to this agreement for five years after final payment. Federal and/or State auditors and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

16. The Department shall develop, in cooperation with the Contractor, a system of reports to be made periodically as are or may be necessary to comply with applicable Federal and State requirements.
17. The Department and the Contractor shall, through cooperative effort, develop forms, procedures and financial controls for carrying out their respective responsibilities under this agreement.
18. The Contractor shall not assign this agreement without prior written approval of the Department (which shall be attached to the original agreement) and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed upon prices.
19. The Department and the Contractor shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information, and each agrees not to allow examination of records or disclose information, except that examination of records by the Department as may be necessary to assure that the purpose of the agreement will be effectuated and also to otherwise comply with the Department's requirements and obligations under law will be allowed. In addition, the Department and the Contractor shall be bound by the provisions of 45 CFR 205.50, and all amendments thereof, and any other relevant provisions of the state service operation work plans and Federal regulations.
20. The Contractor also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84 and Part 85 entitled "Non-Discrimination on the Basis of Handicap in Program and Activities Receiving or Benefiting from Federal Financial Assistance."
21. The Contractor shall comply with the requirements of the United States Civil Rights Act of 1964 as amended and Executive Order No. 11246 entitled "Equal Employment Opportunities" and the regulations issued pursuant thereto as contained in 41CFR part 60 and any other Federal or State regulation or laws.
22. In addition to all prior certifications, warranties and guarantees herein, as required by Federal Executive Order No. 12549, and prescribed by Federal Regulations, including 40 CFR Part 32, the Agency certifies that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this or other covered transactions by any Federal department or agency;
 - B. Have not within a three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract, including any violations of Federal or

State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property;

- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 above;
 - D. Have not within a three-year period had one or more public transactions (Federal, State or local) terminated for cause of default.
 - E. If the Contactor is unable to certify to any of the statements A through D above, a written explanation shall be submitted to the Department.
23. The parties agree to renegotiate this agreement in the event that the Department of Health and Human Services or the Office of Children and Family Services issues new or revised requirements on the Department as a condition for receiving continued Federal or State reimbursement.
24. This agreement may be amended whenever determined necessary by the Department and the Contractor. All amendments must be in writing, duly signed by both parties and be annexed to the contract.
25. It is hereby agreed that the Contractor will secure compensation insurance to cover employees engaged under this contract in compliance with the provisions of the Worker's Compensation Law, and keep such employees insured during the life of this contract, and in default thereof, this contract shall be void and of no effect.
26. The relationship of the Contractor to the Department shall be that of independent contractor. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State including, but not limited to, Worker's Compensation coverage, or retirement membership or credits.
27. The Contractor shall implement procedures ensuring the protection of health history information related to an individual who has been diagnosed as having AIDS or an HIV-related illness or an HIV infection or laboratory test performed of an individual for HIV-related illness in accordance with State and Federal laws and requirements.
28. The Contractor shall ensure that staff, to whom confidential HIV related information is disclosed as a necessity for providing services and in accordance with 18 NYCRR 403.9 and Section 2782 of the Public Health Law, are fully informed of the penalties and fines for redisclosure in violation of State law and regulation.

29. The Contractor shall ensure that any disclosure of confidential HIV-related information must be accompanied by a written statement as follows:

"This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or information is not sufficient authorization for further disclosure."

30. The Contractor, in its role as a "Business Associate" for purposes of the Federal Health Insurance and Portability Act, ("HIPAA"), agrees to abide by the Business Associate Agreement, as set forth in the addendum, which is attached hereto and made a part hereof.

31. This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS THEREOF, the parties hereunto have signed this Appendix to their agreement for Purchase of Services to which this Appendix is annexed and have affixed their signatures on the day and year appearing opposite thereto.

Chenango County Department of Social Services

Dated: _____

By: _____
Daniel Auwarter, Commissioner

Chenango County Board of Supervisors

Dated: _____

By: _____
Lawrence N. Wilcox, Chairman

Chenango County Attorney

Dated: _____

By: _____
Alan E. Gordon

(AGENCY)

Dated: _____

By: _____

(Name)