

County of Erie
Contract ADM 3992
Agreement Period _____

AGREEMENT

BY AND BETWEEN

THE COUNTY OF ERIE

THROUGH THE ERIE COUNTY DEPARTMENT

OF SOCIAL SERVICES

AND

KENMORE-TOWN OF TONAWANDA UFSD

AGREEMENT

AGREEMENT made as of the 13th day of October, 2015, by and between the County of Erie through the Erie County Department of Social Services, with offices at 95 Franklin Street, Buffalo, NY 14202, hereinafter called the "ECDSS" and **Kenmore-Town of Tonawanda UFSD**, located at **1500 Colvin Boulevard, Buffalo, New York 14223**, hereinafter called "CONTRACTOR"

WHEREAS, the Commissioner of Social Services of the County of Erie is charged with the administration of all child welfare services in the County of Erie; and

WHEREAS, ECDSS and the CONTRACTOR desire to identify children who may be in danger of abuse and/or neglect at the earliest sign of same; and

WHEREAS, in accordance with this Agreement, ECDSS will be given access to CONTRACTOR sites to conduct child protection duties. In consideration for the access, ECDSS will consult with CONTRACTOR staff once a case has been opened; and

NOW THEREFORE, ECDSS and the CONTRACTOR agree to cooperate in this initiative to protect the children of Erie County.

A. The ECDSS agrees to:

1. Either a caseworker collocated at the site or a caseworker to be a liaison at the site in the daytime hours, except for vacation, holiday, sick, other leave time and time needed for supervisory consultation and training sessions. The caseworker will give CONTRACTOR staff access to instant expertise for the purposes of advancing Child Protective Services once a report has been made to the State Child Abuse Hotline and a case number has been issued.
2. The caseworker is an employee of the County of Erie, and as such, will be limited to working on referred reports of abuse and neglect stemming from cases occurring in the County of Erie. The caseworker will be unable to assist in any matters before a hotline case number has been assigned. Furthermore, the caseworker will not be available to assist with reports not assigned to Erie County.
3. The caseworker will provide consultation and referrals associated with ECDSS services. The caseworker will not provide crisis management or counseling services as part of their role to the CONTRACTOR
4. ECDSS shall provide a contact person(s) and telephone number(s) for emergency

situations when the ECDSS staff person is not on-site at due to vacation or illness.

5. ECDSS shall provide the caseworker with a lap top computer, iPad or other electronic device necessary to access County and State programs.
6. ECDSS shall ensure that the caseworker undergoes all applicable screening processes, including but not limited to satisfactory completion of background screening, professional qualifications and licensure checks, new hire physical, drug testing and mandatory attendance at new hire orientation.

B. CONTRACTOR agrees to:

1. Provide an adequately heated and ventilated space for the caseworker with a locking desk or locking file cabinet. This site will provide for the security for computer equipment and any ECDSS records at the worksite.
2. Provide office furniture and equipment including telephone equipment for voice communications and will pay for all telephone expenses incurred in the carrying out of the caseworker's duties at the Facility.
3. Provide photocopy equipment and mail facilities to the caseworker for the performance of his or her duties pursuant to this Agreement.
4. Provide access to its' Wi-Fi system for use in and furtherance of the caseworker's job duties.
5. Once a staff member of the CONTRACTOR files a complaint with the NYS CPS abuse hotline, then, pursuant to Social Services Law § 415, CONTRACTOR shall provide the caseworker the case number identifying an open SCR and copies of school records including records relating to attendance records, report cards, Individualized Education Plans of any student that are essential for a full investigation of allegations of child abuse or maltreatment.
6. Pay all parking fees incurred by the caseworker for services performed by the case worker at the worksite. Payment is to be made to or on the behalf of the caseworker.

C. The ECDSS and CONTRACTOR agree that:

1. ACCOUNTABILITY

Each Party shall be fully accountable for its performance under this Agreement and its officers agree to answer, under oath, all questions relative to the performance thereof, and to any transaction, act or omission, had, done or omitted in connection herewith, when called before any judicial county, state or federal agency empowered to investigate this Agreement or its performance.

2. AMENDMENT

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the Parties.

3. ASSIGNMENT

The Parties shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the other Party. The Parties shall not subcontract any part of the services without the written consent of the other Party, subject to any necessary legal approvals.

4. CONFIDENTIALITY

The Parties represent and agree to safeguard the confidentiality of all information utilized by or in the possession of the Parties under this Agreement where such information is subject to Federal and State confidentiality statutes and regulations. Any breach of confidentiality by either party, its agents or representatives pursuant to said statutes or regulations may be cause for immediate termination of this Agreement.

5. DEBARMENT

ECDSS represents and warrants that it, and the personnel it intends to assign to perform the services (including subcontractors) hereunder: (a) have not been convicted of a criminal offense related to health care; and (b) are not excluded from participation, and have not been

found to be otherwise ineligible to participate in a "federal health program" as defined in 42 U.S.C. §1320a-7b (f) or any applicable successor statutory section or in any other government payment program. To the extent ECDSS becomes aware of any such information ECDSS will promptly notify the CONTRACTOR and remove any such person from the engagement.

6. INSURANCE

(a) Insurance by ECDSS:

ECDSS shall, at its own cost and expense, maintain the following insurance coverages written for not less than the limits specified for each coverage or as required by law, whichever is greater and including the provisions enumerated below:

(i) Commercial General Liability, on an occurrence basis, with a Bodily Injury and Property Damage Limit of \$1,000,000 each occurrence, a Products/Completed Operations Limit of \$3,000,000 aggregate, a Personal Injury & Advertising Injury Limit of \$1,000,000 each person and a General Aggregate limit of \$3,000,000. Sisters Hospital and its respective officers, employees and agents shall be named as Additional Insureds on a primary basis.

(ii) Professional Liability: If not included in the required Commercial General Liability policy, Professional Liability with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

(iii) Workers' Compensation & Employers' Liability and New York Disability Benefits: Statutory coverage complying with the laws of New York State.

(iv) Notwithstanding any of the above requirements CONTRACTOR hereby agrees to accept ECDSS's use of self-insurance, captive insurers or other risk financing methods in lieu of insurance.

(b) Insurance by CONTRACTOR:

(i) CONTRACTOR represents and warrants that it is insured for commercial general liability and funded to a level to afford the equivalent of limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate as well as professional malpractice funded to a level to afford the equivalent of limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

(ii) CONTRACTOR will maintain such insurance program for the duration of this Agreement.

(iii) Proof of such insurance will be supplied by CONTRACTOR to ECDSS upon request. The certificate of insurance will provide that such insurance program will not be canceled, materially changed so as to adversely affect ECDSS or non-renewed without 30 days prior written notice to ECDSS. ECDSS will be added as an additional protected party for General Liability, which shall also be indicated on the certificate of insurance provided by CONTRACTOR.

7. INDEPENDENT CONTRACTOR

This Agreement is not intended to create, and will not be construed to create, any relationship between the Parties other than that of independent contractors. Neither of the Parties nor any of their respective representatives will be construed to be the agent, employee, or representative of the other. ECDSS will neither have nor exercise any control or direction over the methods by which CONTRACTOR provides services.

8. INDEMNIFICATION

CONTRACTOR agrees that (a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the action or inaction of ECDSS, the CONTRACTOR shall indemnify and hold harmless ECDSS and New York State, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees, or loss arising directly or indirectly out of the performance or failure to perform hereunder by the CONTRACTOR or third parties under the direction or control of the CONTRACTOR; and (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

9. LAWS APPLICABLE

Each Party agrees to comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. Each Party shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and other employed to render the services hereunder.

10. MONITORING

ECDSS and CONTRACTOR agree to monitor and review the outreach activity six months from the start-up date, to determine the validity, continuing need and make any necessary changes as both Parties mutually agree to improve the access of the Case Worker, and to improve the agreement.

11. NON-DISCRIMINATION

Each Party expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status or any other status protected by New York State or Federal laws during the term of or in connection with this Agreement.

12. TERM

The term of this Agreement shall commence on October 13, 2015 and shall continue until/unless one Party provides a 60 day written notice to the other Party of the intent to terminate.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the day and year first herein written.

APPROVED AS TO CONTENT
ECDSS Program Area

APPROVED AS TO FORM
ECDSS Attorney, Office of Counsel

BY: _____

BY _____

DATE: _____

DATE: _____

FOR THE CONTRACTOR ~~X~~ _____

TITLE ~~X~~ _____

STATE OF NEW YORK) s.s.
COUNTY OF ERIE)

~~X~~ On this _____ day of _____ 201, before me personally came _____, to me known, who, being duly sworn, did depose and say that (s)he resides in _____; that (s)he is an (the) _____ of the corporation described in and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that (s)he signed (her) his name thereto by like order.

~~X~~ _____
NOTARY PUBLIC

My Commission expires _____.

FOR THE DEPARTMENT:

COMMISSIONER

Date

FOR THE COUNTY OF ERIE:

MARK POLONCARZ/MARIA WHYTE
COUNTY EXECUTIVE / DEPUTY COUNTY EXECUTIVE

Date: _____