RochesterWorks

Request for Proposals
2027 Summer Work Experience
for Youth Ages 14-15

Released Friday, November 20, 2026

Proposals due to SYEP@rochesterworks.org
no later than 11:59 p.m. Friday, January 29, 2027

Please RSVP to attend one of the Optional Bidders Conferences
Wednesday, December 2, 2026: 11 a.m.
https://rochesterorks.zoom.us/j/81177505546
or
Wednesday, January 6, 2027: 1 p.m.
https://rochesterorks.zoom.us/j/87932813304

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Adam J. Bello
County Executive

RochesterWorks
A proud partner of the americanjobcenter network

Request for Proposals

RochesterWorks is seeking qualified community partners to deliver structured employment-based paid summer work experiences for youth.

BACKGROUND

RochesterWorks Summer Youth Employment Program (SYEP) seeks to provide structured, paid summer work experiences for more than 200 in-school youth, with **priority given to youth ages 14–15**.

RochesterWorks will also consider proposals serving other eligible youth populations, including youth ages 16–20. Providers seeking to serve youth outside the priority age group must clearly identify and justify their request under the **"Unique or Special Requests"** section of the proposal. All such requests are subject to review and approval.

RochesterWorks anticipates funding from the New York State Governor and Legislature, allocated for the sole purpose of Summer Youth Employment. **RochesterWorks may negotiate awards based on the features included within proposals. RochesterWorks may be unable to allocate awards if anticipated funding is not secured.*

Separate from this solicitation, additional subsidized and unsubsidized summer work experiences will be sought and made available to qualified youth ages 16-20.

TIMELINE

Activity	Date
RFP Release	November 20, 2026
OPTIONAL Bidder's Conference ***Questions from the Bidder's Conference will be posted at*** *www.rochesterworks.org*	Wednesday, December 2, 2026, 11 a.m. https://rochesterorks.zoom.us/j/81177505546 *or* *Wednesday, January 6, 2027: 1 p.m.* *https://rochesterorks.zoom.us/j/87932813304*
Proposals due	Friday, January 29, 2027, no later than 11:59 p.m.
New York State Governor & Legislature Approval of agreement with Consultant **if funded by Rochester Works!*	March 16, 2027
Consultant Selection and Award Notification	March 22, 2027
MANDATORY Operators Meeting	April 14, 2027
MANDATORY Provider Video	April 30, 2027
Agreement Start Date	June 14, 2027
Program Files Available	June 14, 2027
Program Dates	July 12 – August 20, 2027
Employer Appreciation	August 26, 2027

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PROPOSAL CONTENT

Respondents must complete the 2027 SYEP Work Experience Proposal Form, available at www.rochesterworks.org. A copy of the form is included as Attachment A for reference.

Each organization must submit one completed proposal covering all proposed employment activities. Completed proposals, including all required attachments and budget documents, must be submitted electronically via email to SYEP@rochesterworks.org by the deadline indicated in this RFP.

Section I:

Employment Type

Employment-Based Work Experience: Youth gain hands-on work experience by performing actual job duties in a structured workplace. The focus is on developing job skills, learning workplace expectations, and gaining real-world employment experience.

Program-Based Work Experience: Youth participate in a structured program that combines hands-on work activities with career exploration, job readiness training, and skill development. The focus is on learning through practical activities and preparing youth for future employment.

Description of Organization

Provide the name of the organization applying, include the name of the employment activity and the actual employment site/location.

Number of Youth to Serve

Indicate the number of youth (minimum of 10) to be served through this employment experience.

Youth Job Title(s)

Provide a job title for each youth position to be performed through this employment experience.

Youth Job Descriptions

A **detailed job description** must be included for each Youth Job Title(s). This should be a formal job description on company/agency letterhead and speak to the following:

- Job Title
- Role Description
- Major Responsibilities
- Qualifications
- Physical Demands

Employment Description Overview

Provide a detailed employment overview of no more than 3 sentences to include a summary of the primary employment activity.

Employment Activity

In detail, include actual work to be performed. Detail when, where and how the employment activity will be delivered for the six-week work experience. Provide copies of MOUs and or Letters of Intent for partnerships developed with local employers.

Related policies and procedures

Describe the policy on attendance, payroll procedures, appearance, behaviors, and grievances. Please note that this is a short-term employment opportunity, with youth receiving payment on a weekly or bi-weekly basis. If the employment activity proposes an entrepreneurial or product sale component, you must include the policy on how any profits will be utilized or dispersed.

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Transportation Policy
Employers should describe in detail their transportation policy should it require youth employees to be transported during working hours. Transportation policies should include staff to youth employee ratio for transportation and if youth employees will be transported in private vehicles or program vehicles. Insurance liability information should also be provided for each specified transportation policy.

If your program is on a bus line, please include the bus route number from downtown Rochester to your worksite, along with departure times. If your program is not on a bus line, please detail the transportation accommodations that will be provided for youth workers to reach the worksite from downtown Rochester or a predetermined location.

RochesterWorks has the capacity to provide each youth in need with a monthly bus pass to cover their summer employment.

Organizational Overview
Provide an overview of the organization to include qualifications to operate proposed employment, such as experience, incorporation status, organization type, Affirmative Action Plan, bankruptcy filings, independent audit, and years of operation in Monroe County.

Description of Key Employment Personnel
Resumes and/or Job Descriptions of involved staff members, along with credentials of partner staff, and all other inclusions, must be compiled as a separate and single PDF included as a second attachment to the email and titled ***Attachments for 2027 SYEP Work Experience Proposal.***

Unique or Special Request:
Employers should indicate any unique request for the review team to consider when reviewing their proposal. ***This could include serving youth 16 – 20 years of age, unique starting times and/or special transportation request.***

Volunteering
Youth employed will not be allowed to engage in volunteer opportunities with the Employer in part or in whole outside of the SYEP program for the duration of the contracted employment period for this RFP.

Section II:

Pre-Employment Activity
Describe orientation sessions for youth and parents (include dates, times, and locations), plus financial literacy and sexual harassment training plans.

Work Schedule
Employment-based opportunities should serve a minimum of 10 youth and run 6 weeks during the period July 12 – August 20, 2027.

Youth participants must be employed according to one of the following schedules:

- **20 hours per week** (total of **120 hours** over six weeks).
- **25 hours per week** (total of **150 hours** over six weeks)
- **30 hours per week** (total of **180 hours** over six weeks)

Employers are not required to provide a meal break for less than 6 hours of work.

Working hours are required to operate in the afternoons, within the hours of 12:00 pm and 6:00 pm. Hours proposed outside this scheduled time will only be considered in unique and justifiable situations. Such requests should be noted under the ***"Unique or Special Request***" Section of this RFP.

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Additional Activity
Describe how the youth can make up missed work assignments due to pre-approved absences. Describe any post-employment activities carried out through this work experience.

Miscellaneous
Additional and pertinent information not included above.

Report Card Findings
For applicants participating in the 2026 Summer Youth Employment Program, please address any findings from the most recent report card, noting how areas of concern will be addressed in the 2027 SYEP if selected.

Section III: Contract Budget

Applicants must submit an itemized budget and a narrative explanation of all costs related to the proposed work experience. The budget should include expenses for staff, operations, and participant costs, as well as any in-kind or leveraged resources that support the program.

Budget Limits per Youth
The total project budget may not exceed the following amounts per youth participant, based on weekly hours worked:

- **20 hours/week:** $2,731
- **25 hours/week:** $3,414
- **30 hours/week:** $4,097

Admin costs are limited to no more than 10% of the total employment budget

Youth Wages
Youth wages must be based on **New York State minimum wage ($16.00 per hour)**, including all required deductions. Employers are responsible for ensuring that all youth employees are paid accurately and on time.

By submitting a proposal, respondents acknowledge these requirements and confirm their ability to administer payroll in compliance with program expectations.

Payment Process
Payments are issued on a reimbursement basis, with no advance payments permitted. Employers must be equipped to handle reimbursement-based contracts. Typically, reimbursements are processed within 4 weeks of submission, contingent on timely follow-through.

PROPOSAL SUBMISSION

Completed proposals must be submitted via email to ***SYEP@rochesterworks.org*** no later than ***11:59 p.m. on Friday, January 29, 2027.***

Submissions must include the completed application, required supporting documents, and budget forms. Incomplete or late submissions may not be considered.

Proposals submitted through any other method will not be accepted.

EVALUATION CRITERIA

The following outlines the criteria that RochesterWorks will use to evaluate proposals.

RochesterWorks reserves the right to determine the weight and value assigned to each criterion and to make final award decisions at its discretion.

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Quality of Employment Activity (30%)
Proposals will be evaluated based on:

- Alignment with in-demand industries
- Level of youth engagement and learning
- Strength and relevance of employment experiences offered
- Demonstrated expertise and understanding of the RFP objectives and adequacy of the work environment

Employment Partners (20%)
Evaluations will consider the quality and strength of partnerships and/or work experiences created.

- Partnerships must be supported by signed MOUs or Letters of Intent
- Each work assignment must include a detailed job description outlining responsibilities and expectations

.
Demonstrated Capability = 20%
This program serves youth ages **14–15** who may have limited work experience or job readiness skills. RochesterWorks values diversity and inclusion across all employment opportunities.

Proposals will be reviewed for:

- Expertise serving youth populations
- Demonstration of availability of senior-level staff or associates to be assigned to this work experience to ensure depth, accountability, and diversity of perspective.
- Commitment to providing inclusive, supportive, and engaging experiences for all participants

Cost Efficiency = 20%
Proposals should reflect **reasonable and well-justified costs**.

Evaluations will consider:

- Fiscal and administrative capacity
- Availability of cash flow to meet payroll obligations (given reimbursement-based payments)
- Cost-effectiveness of proposed activities

Note: While cost is an important factor, RochesterWorks will not necessarily select the lowest bidder. Program quality, compliance, and capability are equally important considerations. Payments are made on a reimbursement basis and advance payments to employers will not be allowable.

Supplemental Resources & Value = 10%
Proposals that demonstrate added value and community impact will receive additional consideration. This includes:

- Centrally located or easily accessible worksites
- Additional financial or in-kind contributions that enhance programming
- Opportunities for youth to transition into continued employment, education, or training
- Innovative approaches to serving youth with disabilities, mental health needs, juvenile justice involvement, or other individualized support requirements

Other Criteria:
RochesterWorks reserves the right to consider and evaluate additional factors if it determines that doing so is in the best interest of the organization or contributes to the overall success of the Work Experience Program.

Respondents must provide sufficient information in their proposals to enable the review team to make a recommendation to the RochesterWorks Executive Director and the Workforce Development Board.

RochesterWorks may invite selected respondents to participate in interviews or discussions regarding their proposals. Any costs associated with such interviews will be the sole responsibility of the respondent.

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RochesterWorks is under no obligation to:

- Select any proposal submitted in response to this RFP
- Conduct the work experience described herein
- Provide compensation for any costs incurred in preparing or submitting a proposal

RochesterWorks may amend or withdraw this RFP at any time and will not be liable for any related costs or losses.

Selection Process

The selection of employers is at the sole discretion of RochesterWorks.
RochesterWorks is not required to provide reasons for acceptance or rejection of proposals.
Although cost is an important factor, final decisions will be based primarily on qualifications, alignment with program requirements, and overall value rather than lowest price.

RochesterWorks reserves the right to:

- Reject any or all proposals
- Accept proposals that do not strictly conform to RFP terms
- Waive or modify minor irregularities
- Negotiate with selected employers to serve the best interests of the program

Funding and Notification

RochesterWorks aims to maximize the number of youth served with available funds.
Assuming anticipated funding is received, successful employers/providers will be **notified by March 22, 2027**.

Selected respondents must cooperate with RochesterWorks to finalize program details as needed.

Professional Services Agreement (PSA)

Successful respondents will be required to enter into a Professional Services Agreement (PSA**)** with RochesterWorks (see *Attachment B: RochesterWorks Standard PSA Form*).

Execution of the PSA is contingent upon:

- Approval by the New York State Governor and Legislature for agreements exceeding $10,000 or lasting more than one year
- Availability of funds for the agreement

Unless otherwise stated in the proposal, submission of a proposal will be deemed as acceptance of the PSA terms.

YOUTH RECRUITMENT, HIRING, AND JOB PLACEMENT

All youth hired for work experiences funded by RochesterWorks will be placed through the official Summer Youth Employment Program (SYEP) application process, administered jointly by RochesterWorks and the City of Rochester.

Employers may not recruit or guarantee youth participation in their programs. Once the SYEP application period opens, employers are encouraged to promote the opportunity and direct interested youth to apply through the formal application process.

This is an open and competitive process. Eligible applicants must:

- Be between the ages of **14 and 20**
- Be currently **in school or enrolled in a TASC program**
- **Reside within Monroe County**, including the City of Rochester
- Per **New York State funding guidelines**, priority for participation will be given to youth from **low- and moderate-income families**, defined as those with household incomes **at or below 200% of the Federal Poverty Level (FPL)**.

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Referred youth may have limited or no prior work experience and may face barriers to stable employment. All applicants who complete the process and are determined eligible will be considered equally for available opportunities that match their qualifications.

Before the program start date, RochesterWorks staff will refer eligible youth to participating employers for interviews.

Minimum interview standards and guidance will be shared with all approved employers prior to contract execution.

MISCELLANEOUS

RochesterWorks reserves the right to amend or withdraw this RFP at its discretion, including adjustments to timelines or requirements. In such cases, all respondents will be notified as outlined in this document. RochesterWorks shall not be held liable for any costs incurred by respondents in preparing or submitting a proposal.

RochesterWorks may request additional information or clarification from any respondent to assist in the evaluation process. All proposals and accompanying materials submitted become the property of RochesterWorks and are subject to the New York State Freedom of Information Law (FOIL). If proprietary or confidential information is included, it must be clearly identified, and a written request for confidentiality must be submitted with the proposal.

Submission of a proposal constitutes a binding offer by the respondent to provide the proposed services and pricing until such time as a Professional Services Agreement (PSA) is executed between the parties.

All Professional Services Agreements (PSAs) must be fully executed by **June 14, 2027**, prior to the start of program activities. Failure to meet this deadline may result in the withdrawal of the funding award.

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[ ] Complete all required sections of the proposal application

[ ] Ability to serve the requested number youth (minimum 10)

[ ] Provide a formal job description for each youth position

[ ] Include a proposed six-week work schedule

[ ] Explain orientation, financial literacy and sexual harassment training

[ ] Describe staffing, supervision and transportation arrangements

[ ] Submit the budget forms and detailed budget justification

[ ] Include applicable MOUs, letters of intent and staff qualifications

[ ] Address findings from the 2026 report card, if applicable

[ ] Identify any special requests or proposed exceptions

[ ] Review the Service Provider Agreement (Attachment B) and confirm your organization's ability to meet the financial, insurance, payroll, and reporting requirements.

[ ] Compensation – ***See pages 25 – 26***

- Payments are issued on a reimbursement basis, with no advance payments permitted. Employers must be equipped to handle reimbursement-based contracts. Typically, reimbursements are processed within up to four weeks after submission, contingent on timely follow-through.
  A. 1st Voucher Submission - July 30, 2027

[ ] Insurance – ***See page 29 Section 17***

- $1,000,000.00 or more if applicable

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Attachment A

2027 SYEP Work Experience Proposal Form

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2027 SYEP Work Experience Proposal – Detail

SECTION I (*not to exceed 5 pages in total*)

Experience Type (Employment Based or Program Based)

Organization Applying (*formal organization name and address*)

Employment Activity Name

Actual Employment Site/Location (*address including zip code*)

Number of Youth to Serve	**Total number of hours per week**
Age 14-15	**20, 25 or 30 hours a week:**

Youth Job Title(s)

Youth Job Description

Please attach formal job description for each youth job title on company/agency letterhead.

Employment Description Overview (*no more than 3 sentences to include summary with theme, and primary employment activity outcome*)

Employment Activity (*in detail, include actual work, enrichment, curriculum, financial literacy, when, where, and how it will be delivered*)

Frequency and How participants will be paid (*please note this is a short-term experience - youth are to be paid weekly or bi-weekly – attach payment schedule. If employment activity proposes an entrepreneurial or product sale component, you must include policy on how any profits will be utilized or dispersed.*)

Describe policy on attendance, appearance, behavior, and grievance

Describe policy on transportation

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Identify team members, their roles, and any formal partnerships including leveraged resources (*resumes of known staff and/or job descriptions should be attached along with credentials of partner staff*)

Overview of organization (*include qualifications to operate proposed employment, such as experience, staffing, and financial capability – ability to administer a* ***reimbursement-based*** *contract*)

Unique or Special Requests (Identify any requests for exceptions or waivers to the RFP requirements. **(All requests are subject to review and approval. Approval is not guaranteed.)**

Primary (Program) Contact (*name, title, address, telephone, fax, email*)

Administrative Contact, if different from above (*name, title, address, telephone, fax, email*)

Fiscal Contact, if different from above (*name, title, address, telephone, fax, email*)

Incorporated Organization

Yes: ☐	**No:** ☐

Organization Type

Private-for-profit: ☐	**Not-for-profit**: ☐	**501c3**: ☐	**M/WBE**:
Or			
Public: ☐		**Other**:	

Does the organization have an Affirmative Action Plan?

Yes: ☐	**No**: ☐

Has the organization ever filed for bankruptcy?

Yes: ☐	**No**: ☐
If yes explain:	

Has the organization ever had to repay funds to a government unit due to a questioned or disallowed cost?

Yes: ☐	**No**: ☐
If yes explain:	

List date of last independent audit:

Name and address of audit firm

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Number of years in operation in Monroe County

Are Employment Work Site(s) accessible to the disabled? (*parking, building entrance, corridors, and restrooms)*

Yes: ☐	**No**: ☐

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2027 SYEP Work Experience Proposal – Schedule

SECTION II (***not to exceed 3 pages***)

Employment Activity Name

Pre-Employment Activity (*i.e. orientation, parent meeting – date, time, and location*)

Week 1 (*date, day, hours, location, activity/task*)

Example: 7/12 , M, 12:00 PM - 6:00 PM, RochesterWorks College Ave, Interest Inventory

Week 2 (*date, day, hours, location, activity/task*)

Week 3 (*date, day, hours, location, activity/task*)

Week 4 (*date, day, hours, location, activity/task*)

Week 5 (*date, day, hours, location, activity/task*)

Week 6 (*date, day, hours, location, activity/task*)

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Additional activity (*i.e. make-up, post-employment activity)*

Miscellaneous (*additional and pertinent information not included above*)

Report Card Findings 2026 *(please address any findings from most recent report card)*

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Budget Instructions and Forms

- The total project budget must **not exceed the following per youth:**
    - **20 hours – $2,731.00**
    - **25 hours – $3,414.00**
    - **30 hours – $4,097.00**
- Proposals must include all completed Budget Forms (see A-2).
- Detail must be provided in the Budget Narrative/Justification for each item requested by itemizing the cost that comprises each total cost. Costs which are prorated must be supported by a cost allocation plan showing requested funds paying only their share of the costs for that item. **Administrative costs are not to exceed 10% of the entire budget.**
- A copy of any agreement (i.e. audit, accounting fees, etc.) that substantiates contracted items may be requested by RWI.
- Justification and reasonableness of costs will be considered when evaluating proposals.
- Contracts will be held to the most current approved budget and cannot exceed the award amount. Budget amendments may be allowed. All requests for amendments must be submitted for approval to RochesterWorks, Inc. prior to expenditure. All requests will require a written, detailed explanation and RochesterWorks, Inc. will provide a written approval before action can be taken. Failure to follow these guidelines may result in disallowed costs.
- ROUNDING – decide if to the nearest whole dollar or nearest 100th cents, ie, $125. 31 = $125.00 OR $125.30.
- Put the name on TOP & BOTTOM of <u>each</u> PAGE.
- ALL budgets need to be in PORTRAIT format; please do NOT change it to landscape format.
- Upon completion, please send your Budget, in WORD format. So, if there are minor adjustments to be made, RochesterWorks may complete, and get your Budget approved quicker.

Budget Categories

Staff Costs: Include requested staff wage(s) and related fringe benefits.
Operating Costs: Include requested costs associated with TANF youth services. ***Administrative costs are not to exceed 10% of the entire budget***.
Participant Costs: Include requested participant wages and fringe.

Example of line-item inclusion with determination/explanation (*these are examples only*):

Staff Wages: 50% of staff salaries
Staff Fringe Benefits: 19.5% of salary includes FICA and medical.
Rent, Utilities, Telephone: They may be listed based on square footage of SYEP participant locations.
Supplies: May be listed as required supplies to run the program- benefitting the participants and direct staff
Contracted Services: Payroll fees -
Mileage: Staff travel to include visits to worksites, homes, schools, and training sites will be reimbursed at organization mileage rate of up to $1,000, match/in-kind thereafter.
Other: Costs like bus passes, museum tickets, field trips, participant training – include description of cost per unit/activity, justification, etc.
Admin Costs: Administrative costs are not to exceed 10% of the entire budget.

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Organization Applying	:

	Requested Funds
Staff Costs	
Operating Costs	
Participant Costs	
Total Budget	

Requested Funds (Wages)	**Direct Costs***
Staff Wages	
Staff Fringe Benefits	
Total Staff Costs	
Rent	
Utilities	
Supplies	
Telephone	
Insurance	
Postage	
Copying/Printing	
Contracted Services	
Mileage	
Other (include itemized list)	
Admin** (capped at 10%)	
Total Operating Costs	
Participant Wages ($16.00/hr.)	
Participant Fringes (all required deductions**)**	
Total Participant Costs***	
Total	
Total Requested Funds**	

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Participant Costs***

Participant Wages #	**Participants @ $16.00 per hour X**	**hours/week X 6 weeks = $**

Participant Fringe Benefits: Social Security, Medicare, Worker's Compensation, and Unemployment Insurance are mandatory. Optional benefits include Health Insurance, Retirement, Disability Insurance, and other = $

*** Direct Costs**: Staff, consultant, and non-staff costs attributed to employment activity operation and not associated with finance and human resource administration. Rent, utilities, and telephone are only considered if applicable to space leased/rented by agency to operate employment activity. Supplies, postage, and copying/printing directly assigned to employment and employment activities are considered direct costs, as well as increased insurance necessary for the operation of employment and employment activities.

**** Admin Costs**: Staff, consultant, and non-staff costs used expressly for financial and human resource administration to support the employment activity. Supplies, postage, and copying/printing are only applicable as used to support these functions. In addition, resources used to execute the preparation and delivery of employment activity and post-employment activity reports to management and funder(s) are considered Admin costs.

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Staff Wages - *copy/paste THIS table INTO Narrative section – Staff Wages.*

Position Title	# Positions	Full-Time Equivalent Salary per Week	# of Weeks	% of Time to Program	Program Total Salary	*Amount Charged as Direct Cost*
Total Staff Wages					$ -	

Staff Fringe Benefits - *copy/paste THIS table INTO Narrative section – Staff Fringe Benefits.*

Fringe Benefits	Rate (%)	Base	Amount	Amount Charged as Direct Cost
F.I.C.A				
Worker's Compensation				
Health Insurance				
Retirement				
Disability Insurance				
Unemployment Insurance				
Other Medicare				
Other				
	Total Staff Fringe Benefits			$ -

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Youth Fringe Benefits

Fringe Benefits	Rate (%)	Base	Amount	Amount Charged as Direct Cost
F.I.C.A				
Worker's Compensation				
Health Insurance				
Retirement				
Disability Insurance				
Unemployment Insurance				
Other Medicare				
Other				
	Total Youth Fringe Benefits			**$ -**

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NARRATIVE/JUSTIFICATION

For each line item in the Budget Forms (staff and operating), provide a narrative description of the costs <u>in sufficient detail to describe what is being charged to the budget, at what rates, and for what activities</u>. Provide a cost allocation plan for expenses that are charged to more than one funding source. *NOTE: Please use "N/A" for any blank sections.*

STAFF WAGES (*provide an explanation of salaries that are tied to staff that will support this employment activity*) *copy/paste table from previous page INTO Narrative section – Staff Wages.*

STAFF FRINGE BENEFITS (*fringe benefits should be budgeted with the organization's standard fringe benefit policy. If budgeted fringe benefits represent an exception to standard policy, please explain*) *copy/paste table from previous page INTO Narrative section – Staff Fringes.*

RENT (p*rovide an explanation of costs needed to support this employment activity)*

UTILITIES (*provide an explanation of costs needed to support this employment activity*)

SUPPLIES (*provide information on the type of supplies with an explanation of costs needed to support this employment activity*)

TELEPHONE (*provide an explanation of costs needed to support this employment activity)*

INSURANCE (*provide an explanation of costs needed to support this employment activity*)

POSTAGE (*provide information on the type of supplies with an explanation of costs needed to support this employment activity*)

COPYING/PRINTING (*provide information on the type and amount of copying/printing with an explanation of costs needed to support this employment activity*)

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CONTRACTED SERVICES (*for all subcontracts relating to employment activities, attach a copy of the subcontract. When subcontracting details are not known include a brief narrative of each service to be subcontracted, with whom subcontracting will be implemented, the anticipated outcomes, and the projected budget.*)

MILEAGE (*provide information on the reasons for travel and mileage reimbursement*)

OTHER (*please provide a detailed list of additional items and how they relate to employment activities such as participant training, field trips, bus passes, etc.*)

ADMIN COSTS (CAPPED AT 10%) (*please provide a detailed list of what is included in the admin cost and how they relate to program activities. IMPORTANT: You MUST include an Indirect Cost Agreement if applicable.*)

MISCELLANEOUS INFORMATION (*include additional explanation or detail not included in above*)

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Attachment B
2027 SYEP Service Provider Agreement

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SERVICE PROVIDER AGREEMENT

THIS AGREEMENT (the "Agreement") is made by and between **RochesterWorks, Inc.**, a New York not-for-profit corporation, with an address at 100 College Avenue, Suite 200, Rochester, New York 14607 ("RWI"), and **Agency Name**, a New York State not-for-profit/a New York State public organization which maintains its principal place of business at **ADDRESS, Rochester, New York 14623** ("Service Provider").

WHEREAS, RWI is a New York State not-for-profit corporation which was formed to act as the fiscal agent and administrator of workforce development programs authorized under Title I of the Workforce Investment Act of 1998; and

WHEREAS, RWI will be acting as the lead agency in operating a summer employment program offering services in support of structured work experience, career exploration and job readiness training to youth under the Temporary Assistance for Needy Families (TANF (DHHS #93.558)) - Summer Youth Employment Program (the "Program"); and

WHEREAS, Service Provider is an organization capable of providing the workforce development services under this Program; and

WHEREAS, RWI desires to engage the Service Provider to render services under this Program, which services the Service Provider has agreed to undertake and perform from June 2027 through September 2027;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises of RWI and Service Provider (the "Parties"), and subject to the continued availability of Federal or State funds for this Program, the Parties agree as follows:

1. ***Term of the Agreement.*** This Agreement is binding as of the date first written above. The obligations of the Service Provider under this Agreement shall commence in June 2027 and continue through September 2027, unless and until terminated as provided in section 16. Any obligations specified in this Agreement which are intended to survive the termination of this Agreement shall survive said termination.

   At its discretion, RWI may extend contracts based on program performance and funding availability.

2. ***Duties and Obligations of Service Provider.***

   a. Service Provider assures and agrees that it will fully perform the services described in Attachment A in accordance with generally accepted professional standards, and in a manner satisfactory to RWI. Service Provider shall provide the workforce development services under this Program in accordance with all applicable laws and regulations as well as directives and standards prescribed by RWI and all appropriate New York State agencies and the federal government. In the event that such services are not performed in accordance with the provisions of this section, RWI, in addition to any other available remedies, may suspend the operation of the services herein at any time during the term of the Agreement by giving at least ten (10) days prior written notice to the Service Provider of the suspension date, the length of the suspension and the reason therefore. Any such suspension continuing for a period of thirty (30) or more consecutive days shall constitute a termination under Section 16 of the Agreement.

   b. Service Provider shall properly supervise and monitor the youth participating in this Program in the ordinary course of the Service Provider's business.

   c. Service Provider shall treat any participants receiving compensation in this Program as its recruits and shall have supervisory control and authority over these individuals, including, but not limited to, the ability to terminate their involvement. Where it applies, Service Provider shall be responsible for the payment of all applicable payroll taxes, disability and unemployment insurance, worker's compensation benefits and all similar employment expenses on behalf of the youths it employs under this Program.

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d. Service Provider shall require all youths participating in this program to complete all necessary documentation regarding their participation with the Service Provider in order for RWI to complete all necessary paperwork required by RWI and by any Federal, State, local and/or other government agencies. Service Provider shall make this employment information and documentation readily accessible to RWI, which obligation shall survive termination of this Agreement, as set forth more fully in Section 3 below.

e. Service Provider shall fully cooperate with RWI with respect to the completion of any program monitoring requirements imposed on RWI by any Federal, State, local, and/or other government agencies, including, but not limited to, the completion of any reporting forms, performance reports and work experience placement and retention forms. In this regard, Service Provider shall provide RWI with reasonable access to its place of business, personnel and the records detailed in Section 2 and Section 3 of this Agreement.

3. Access to Records.

a. Service Provider agrees to maintain and retain sufficient on-site records and information necessary for the documentation of all aspects of the Program described in this Agreement. This affirmative obligation requires that the Service Provider maintain records regarding the individuals participating in this Program, including, but not limited to, all records pertaining to attendance, training, receipt of supportive services and all other Program elements.

b. The Service Provider agrees to annually disclose to RWI all funding sources that support the program budget of the program. In the event that the Service Provider is a recipient of additional funds that will either directly or indirectly expand or enhance the identified program within the current contract period, the Service Provider agrees to inform RWI of the additional funds upon official notification from the granting entity by providing RWI a copy of such notification.

c. The Service Provider agrees to permit on-site program monitoring visits, inspections and audits of all records, books, papers and documents associated with this Agreement by authorized representatives of RWI and any Federal, State, local, and/or other government agencies, and further agrees to provide necessary support in connection with the performance of such audit.

d. The Service Provider agrees to maintain for a period of **six (6)** consecutive years following termination of this Agreement, any and all records, reports and other documentation arising from the performance of this Agreement, and as set forth in Section 3(A) and 3(B) above, including all attendance and payroll records. Service Provider shall provide RWI with access at reasonable times and places to the Service Provider's records described in Section 2 and Section 3 of this Agreement, which obligation shall survive for a period of three (3) consecutive years following the termination of this Agreement for any reason.

4. Compensation.

a. RWI agrees to pay the Service Provider based on expense vouchers submitted for the operation of the Summer Youth Employment Program. Payments are based on program expenses for the period June 2027 through September 2027, up to the amount as agreed to in the attached budget. Any funds remaining after termination of this agreement will be returned to RochesterWorks, Inc.

b. It is understood and agreed by the Parties to this Agreement that all payments made to Service Provider under this Agreement are expressly conditioned upon the continued availability of Federal, State, Local and other funds for this Program. Source of funding New York State Office and Disability Assistance Employment and Income Support Programs, 40 North Pearl Street-11D, Albany, New York 12243. Department of Human Services #93.558.

c. In the event RWI does not have funds available under this Program, RWI may terminate this Agreement in accordance with the terms of Section 16 of this Agreement and RWI shall be

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relieved of any obligation or liability to Service Provider to continue any Program activities beyond the period for which funds shall have actually been allocated.

d. RWI shall reimburse the Service Provider for the expenses described in Section 4 (A) above upon the execution of reimbursement vouchers submitted by the Service Provider.

e. Any costs disallowed by TANF and/or other government agencies will be reimbursed by the Service Provider with non-federal funds.

f. RWI shall pay all amounts due and owing to Service Provider under this Agreement within thirty (30) days after their receipt from the State or other appropriate payment source.

5. ***Monitoring/Access to Records.*** Designated representatives of appropriate Federal, State, local, and/or other government agencies shall have a right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to Service Provider's employees, reports, surveys, books, records, audits, case conferences and any other material relating to the cost or delivery of such services. Service Provider agrees to maintain and retain all program, fiscal, and statistical records as prescribed by RWI and TANF for a period of six (6) years after delivery of service and final payment.

6. ***Fair Hearings.*** Service Provider acknowledges that eligible individuals receiving services under this Agreement may be entitled to request a Fair Hearing to appeal matters relating to the provision of services. Service Provider agrees to cooperate and participate in the Fair Hearing process as directed by RWI or appropriate Federal, State, local, and/or other government agencies, consistent with applicable law and regulation, regarding services provided under this Agreement. Such cooperation and participation shall include, but not be limited to, providing testimony, reports, records and documents at, and in preparation for Fair Hearings, aid continuing in appropriate cases, and compliance with Fair Hearing decisions.

7. ***Subcontracts/Assignment.*** The Service Provider shall not enter into subcontracts for services to be provided through this Agreement without RWI's written permission. In the event a subcontract is permitted by RWI, the Service Provider remains responsible for the performance of the subcontractor and the form and substance of the subcontract shall be consistent with 18 NYCRR Part 405, if applicable. This Agreement may not be assigned by the Service Provider or its right, title or interest therein assigned, transferred conveyed, sublet or disposed of without the previous consent, in writing, of RWI.

8. ***Licenses, Certifications, and Permits.*** The Service Provider shall procure and keep in effect for the duration of the Agreement all licenses, certifications, or permits required by the Federal government, New York State or local governments and, where applicable, shall post such licenses, certifications, or permits in a prominent place, as required.

9. ***Nondiscrimination & Equal Opportunity Assurance.*** As a condition to the award of financial assistance, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

   Title VI of the Civil Rights Act of 1964 which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any Federal – financially assisted program or activity;

   Title IV of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

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Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the TANF – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the TANF – financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

10. ***Renegotiation.*** The parties agree to re-negotiate this Agreement in the event that appropriate Federal, State, local, and/or other government agencies issue new or revised requirements binding on RWI as a condition for receiving continued Federal or State reimbursement.

11. Notice of Job Vacancies.

a. The Service Provider recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community. The Service Provider agrees to notify the County when it has or is about to have a job opening for a full-time position within Monroe County or any contiguous county. Such notice shall be given as soon as practicable after the Service Provider has knowledge that a job opening will occur. The notice shall contain a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience). Service Provider agrees to utilize the New York State Department of Labor job bank to place notices of any such jobs.

b. The Service Provider recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the Service Provider to employ any individual who may be referred by or through the County for job opening as a result of the above notice. Any decisions made by the Service Provider to hire any individual referred by or through the County shall be voluntary and based solely upon the Service Provider's job requirements and the individual's qualifications for the job, as determined by the Service Provider.

12. ***Lobbying.*** As required by Section 1352, Title 31 U.S.C., and implemented at 34 CFR Part 82, Sec. 82.105 and 82. 110, the Service Provider certifies that:

a. No Federal appropriated funds will be paid, by or on behalf of the Service Provider, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the Service Provider shall complete and submit Federal Standard Form LLL, DISCLOSURE FORM TO REPORT LOBBYING, in accordance with its instructions.

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13. ***Drug-Free Workplace.*** As required by the Drug-Free Workplace Act of 1988, and implemented at 40 CFR Part 32, the Service Provider certifies that it will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Service Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an ongoing drug-free awareness program to inform employees about:

(i) the dangers of drug abuse in the workplace

(ii) the Service Provider's policy of maintaining a drug-free workplace

(iii) any available drug counseling, rehabilitation, and employee assistance program

(iv) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

C. Making it a requirement that each employee to be engaged in the performance of this Agreement be given a copy of the statement specified in Section 13(A) above.

D. Notifying the employee in the statement required by Section 13(A) above, that as a condition of employment under this Agreement, the employee will:

(i) abide by the terms of the statement

(ii) notify the employer in writing of his or her conviction for a violation of a criminal drug statute **occurring in the workplace** no later than five (5) calendar days after such conviction

E. Notify NYS Office of Temporary and Disability Assistance and the NYS Department of Labor in writing within ten (10) calendar days after having received notice from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions within thirty (30) calendar days after receiving notice, with respect to any employee who is so convicted:

(i) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, or

(ii) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by an appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through the above steps.

14. ***Debarment and Suspension.*** The Service Provider shall certify to the terms set forth in Attachment B, annexed hereto, which is incorporated by reference into this Agreement.

15. ***Federal Single Audit.*** The Service Provider shall comply with the Federal Audit Compliance terms set forth in Attachment D, annexed hereto, which is incorporated by reference into this Agreement.

16. ***Termination.*** This Agreement may be terminated as follows:

A. This Agreement may be terminated by either party without cause upon twenty (20) days prior written notice to the other party.

B. This Agreement may be terminated immediately by RWI upon written notice to Service Provider:

(i) If funding for the services for the Program set forth in this Agreement is terminated or curtailed;

(ii) If any of the Parties become insolvent, is unable to pay its debts as they mature, states in writing that it is not able to pay its debts as they mature, makes an assignment for the benefit of creditors, files, or has filed against it, any proceeding in the U.S. Bankruptcy Court, is subject to a levy, seizure or sale of a substantial part of its property on behalf of creditors, or is subject to the appointment of a receiver for a period equal to or greater than thirty (30) days;

(iii) If any of the Parties is dissolved, terminated or ceases to exist according to the laws of the State of New York;

(iv) If any of the Parties commits any breach of this Agreement or violates any applicable statute or regulation; or

(v) If RWI determines that the services performed by Service Provider under this Agreement do not adequately meet the standards of quality as prescribed by State and Federal governments.

C. This Agreement may be terminated by the mutual written consent of the Parties at any time.

17. ***Insurance.*** Throughout the term of this Agreement, Service Provider shall, at its own cost and expense, procure and maintain or otherwise arrange for insurance policies covering the following: worker's compensation insurance, New York State disability benefits insurance, or its equivalent, comprehensive general liability insurance (including, without limitation, contractual liability) covering bodily injury and property damage, with single limits of liability in the amount of $1,000,000 or more; if applicable automobile liability insurance in the amount of $1,000,000 with a minimum of $1,000,000 for each occurrence, bodily injury and property damage. Original certificates evidencing such coverage and indicating that such coverage will not be canceled or amended in any way without ten (10) days prior written notice to RWI, shall be delivered to RWI before final execution of *this Agreement and original renewal certificates conforming to the requirements of this Section shall be delivered to RWI at least sixty (60) days prior to the policy expiration date. Service Provider's insurance shall provide for and name RWI as an additional insured. All policies of insurance shall be issued by companies in good financial standing, duly and fully qualified and licensed to do business in New York State or otherwise acceptable to RWI.*

18. ***Indemnification.*** Service Provider covenants to indemnify and hold harmless RWI, its officers, employees and agents, and, at the request of RWI, defend RWI, its officers, employees and agents, from and against any and all claims, judgments, costs, actions, awards, liabilities, losses, expenses, damages or liability, including attorney's fees and costs of litigation, arising out of negligence, misconduct, omission or breach of the Service Provider, its officers, employees and agents, in connection with the performance of its duties under this Agreement. Service Provider further covenants, in case any claim or demand is asserted against it which may result in liability to RWI, that it shall give prompt notice thereof in writing to RWI and shall cooperate in the investigation of any such claim or defense of any action arising therefrom. Service Provider shall not be required to indemnify or defend RWI for any damage or loss arising from any negligent acts or omissions or willful misconduct of RWI, its officers, employees and agents.

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RWI covenants to indemnify and hold harmless Service Provider, its officers, employees and agents, and, at the request of Service Provider, defend Service Provider, its officers, employees and agents, from and against any and all claims, judgments, costs, actions, awards, liabilities, losses, expenses, damages or liability, including attorney's fees and costs of litigation, arising out of negligence, misconduct, omission or breach of RWI, its officers, employees and agents, in connection with the performance of its duties under this Agreement. RWI further covenants, in case any claim or demand is asserted against it which may result in liability to Service Provider, that it shall give prompt notice thereof in writing to Service Provider and shall cooperate in the investigation of any such claim or defense of any action arising therefrom. RWI shall not be required to indemnify or defend Service Provider for any damage or loss arising from any negligent acts or omissions or willful misconduct of Service Provider, its officers, employees and agents.

19. ***Relationship of Parties*.**

A. In performing professional services under this Agreement, Service Provider shall be and act at all times and in all respects as an independent contractor providing the workforce development services under this Program, and Service Provider shall, in carrying out the duties and obligations of this Agreement, be and perform at all times as an independent contractor. The sole interest of Service Provider is to ensure that the services under this Program are performed in a consistent, competent and efficient manner. Nothing herein shall be construed to create an employer/employee relationship between the Service Provider and RWI or between the Service Provider and RWI's employees or professional subcontractors. RWI and its employees or professional subcontractors shall not be eligible hereunder for participation in any employee benefit plans of the Service Provider, nor shall they have any claim under this Agreement against the Service Provider for vacation pay, sick leave, retirement benefits, Social Security, Workmen's Compensation, disability or unemployment insurance benefits or any other employee benefits of any kind.

B. Neither Service Provider nor RWI shall be authorized to act as agent for the other or to incur any liability in the name of or on behalf of the other, unless expressly provided in this Agreement or specifically authorized in writing by the party, which would be responsible for the obligation.

20. ***Severability*.** Every provision of this Agreement is intended to be severable. If any provision is held to be invalid or unenforceable by law or by a court of competent jurisdiction, all other provisions shall nevertheless continue in full force and effect. In lieu of such invalid or unenforceable provision, there shall be added to this Agreement a legal, valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

21. Miscellaneous

The following provisions shall apply to this Agreement:

A. The paragraph headings contained in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provision of this Agreement.

B. Several copies of this Agreement may be executed by the parties, each of which shall be deemed an original for all purposes, and all of which together shall constitute but one and the same instrument.

C. In the event any term or condition of this Agreement should be breached by either party and thereafter waived by the other party, then such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

D. If the consent of either party is required for whatever reason under the terms of this Agreement, such consent shall not be unreasonably withheld.

E. The Parties agree that each will timely execute any further documents that will be reasonably necessary to affect any term, condition, warranty, or other part or aspect of this Agreement.

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F. The Parties may only assign their respective rights and obligations under this Agreement in their entirety and may not assign less than all of their respective rights and obligations. Any assignment will be conditioned upon prior written consent from each of the other Parties, which consent shall not be unreasonably withheld.

G. Wherever necessary or appropriate, the masculine gender whenever used shall include the feminine, and the feminine shall include the masculine; the neuter shall include both masculine and feminine; the singular shall include the plural, and the plural shall include the singular.

22. ***Failure of Performance.*** If either party to this Agreement fails in the due performance of any of its obligations under the terms of this Agreement, the other party will have the right, at its election, to sue for damages for such breach and to seek such legal and equitable remedies as may be available to it, including the right to recover all reasonable expenses, which shall include reasonable legal fees and court costs, incurred: (a) to sue for damages; (b) to seek such other legal and equitable remedies; and (c) to collect any damages and enforce any court order or settlement agreement including, but not limited to, additional application to the court for an order of contempt. Nothing contained herein shall be construed to restrict or impair the rights of either party to exercise this election. All rights and remedies herein provided or existing at law or in equity shall be cumulative of each other and may be enforceable concurrently therewith or from time to time.

23. ***Notices.*** Any notice or other communication which is required to be given under the terms of this Agreement shall be in writing and shall be delivered personally, or sent by registered mail, or by certified mail return receipt requested to the addresses noted above. Any notice which is mailed shall be deemed to have been given on the second business day after the day of mailing (not counting the day mailed), irrespective of the date of receipt. Notices may be signed and given by the attorney for the party sending the notice. A new address may be designated by notice.

24. ***Construction.*** All understandings and agreements previously made by and between the parties are merged in this Agreement, and all schedules and exhibits that are now or will be attached, which alone fully and completely expresses their agreement. This Agreement may not be changed, terminated, nor any of its provisions modified, amended or waived, except in a writing signed by all of the parties to this Agreement.

25. ***Applicable Law; Jurisdiction; Venue.*** This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflicts of law. The County of Monroe in the State of New York is hereby designated as the exclusive forum for any action or proceeding arising from or in any way connected to this Agreement, and the parties hereby expressly consent to the personal jurisdiction of the state or federal courts in this forum.

26. ***Binding Effect.*** This Agreement shall be binding upon and will inure to the benefit of the parties, their heirs, distributes, legal representatives, transferees, successors and assigns.

27. ***Compliance with Laws.*** The parties to this Agreement hereby assert that, to the extent applicable, they are in compliance with all rules and regulations set forth in the Welfare Reform Law of 1996, as well as the requirements contained in the Federal Office of Management and Budget final rule on updated cost principles published at 2 CFR Chapter I, Chapter II, Part 200 et al.

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IN WITNESS THEREOF, the Parties have executed this Agreement on the date indicated below.

ROCHESTERWORKS, INC.

By: _____ Date: _____
David A Seeley, Executive Director

SERVICE PROVIDER

By: _____ Date: _____

Name: _____

Title: _____

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ATTACHMENT C

DEBARMENT CERTIFICATION

The undersigned certifies, to the best of his/her knowledge and belief, that the Service Provider and its principals:

1. ***Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;***

2. ***Have not within a three-year period preceding this transaction/ application/proposal/ contract/agreement 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 under a public transaction; violation 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and***

4. ***Have not within a three-year period preceding this transaction/ application/proposal/ contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.***

_____ _____

Print Name of Service Provider

_____

Signature

_____

Print Name

_____

Print Title/Office

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ATTACHMENT D

FEDERAL AUDIT COMPLIANCE

Compliance with Federal Single Audit Act: In the event the Service Provider is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Service Provider agrees to comply fully with the terms and requirements of the Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Service Provider shall comply with all requirements stated in Federal Office of Management and Budget Updated Cost Principles as published at 2 CFR, Chapter I, Chapter II, Part 200 et al., and such other circulars, interpretations opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Service Provider expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in 2 CFR Part 200) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Service Provider shall submit the complete reporting package (defined in 2 CFR Part 200) to the County,

If, on a cumulative basis, the Service Provider expends less than One Million Dollars **($1,000,000.00)** in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Service Provider's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Service Provider's fiscal year end to:

RochesterWorks, Inc.
100 College Avenue
Suite 200
Rochester, New York 14607

Right of Inspection and Audit: The Service Provider shall, upon request of the RWI, provide RWI such documentation, records, information and data and response to such inquiries as RWI may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the RWI and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as RWI deems necessary to assure or monitor payments to the Service Provider under this Agreement.

Survival of Right of Inspection and Audit: RWI's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to Service Provider and shall remain in full force and effect for a period of three (3) years after the close of the Service Provider's fiscal year in which any funds or payment was received from RWI under this Agreement.

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