

REQUEST FOR PROPOSALS
FOR EMPLOYEE ASSISTANT SERVICES

The Board of Education of the Utica City School District, Utica, New York will receive Proposals for:

Employee Assistant Services
RFP #001

The deadline for submitting proposals is 11:00 AM on the 31st day of January 2024. Proposal forms are available at the Office of the Interim Superintendent, Utica City School District, 929 York Street, Utica, NY 13502 from 9:00 AM until 4:00 PM, Monday through Friday.

For a firm to be considered for engagement, an original plus three (3) copies of their proposal must be submitted to:

Sara E. Klimek, Chief Human Resources Officer
Utica City School District
929 York Street
Utica, NY 13502

Envelopes containing proposals must be labeled as follows: “EMPLOYEE ASSISTANT SERVICES”. Proposers are responsible for submitting their proposals to the appropriate location at or prior to the time indicated in the specifications. No proposals will be accepted after the designated time or date indicated in the proposal specifications. Any proposals received after this deadline will be returned unopened to the firm. Delay in mail delivery is not an exception to the receipt of a proposal.

The Board of Education reserves the right to reject any and all proposals submitted or to accept any proposal which, in the opinion of the Board, will be in the best interest of the School District.

Date: January 9, 2024

1. TENTATIVE RFP TIMELINE:

RFP Issued:	January 9, 2024
Proposal Due Date:	11:00 AM on January 31, 2024
Proposal Interviews, Review, Evaluation:	January 31, 2023 – February 5, 2024
Board of Education Appointment:	February 27, 2024

Please note that the above listed dates are tentative only. The District reserves the right to revise the timeline as necessary.

2. PERIOD OF ENGAGEMENT:

It is anticipated that the initial term of the contract for services will be approved at a February 2023 Board of Education Meeting.

The services covered by this contract are subject to appropriation by the District. If there is no appropriation, then the contract will become null and void and of no force and effect. Both the District and the Successful Proposer will have the right, under the terms of the proposed contract, to cancel the contract as of June 30 of any year on notice to the other party at least sixty (60) days prior to that June 30.

3. POINT OF CONTACT:

District RFP documents are distributed by the Interim Superintendent, or designee, and the Interim Superintendent shall be the only one authorized to make changes or alterations to anything contained in this RFP. Copies of RFP documents obtained from any other source are not considered official copies. Only those perspective proposers who obtain RFP documents from the Interim Superintendent will be sent addendum information, if such information is issued.

Limited requests for clarification or additional information regarding this Request for Proposals are to be submitted in writing prior to the proposal opening. **Verbal questions will not be entertained.** Questions may be submitted **via email** to sklimek@uticaschools.org. Questions must be submitted at least 72 hours prior to the proposal opening. Failure to do so may result in rejection of the proposal as being unresponsive. Any substantive requests for information that are received and responded to by the District will be provided to perspective proposers in the form of an addendum.

All questions concerning this proposal shall be sent to:

Sara E. Klimek, Chief Human Resources Officer
929 York Street
Utica, NY 13502
Telephone: 315.792.2222
Email: sklimek@uticaschools.org

4. PROPOSAL COSTS:

All costs associated with preparing a response to this RFP are the responsibility of the Proposer. The District shall not be responsible for any such costs.

5. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Any proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by the Interim Superintendent at the above address prior to the date and time set for receipt of proposals.

6. RIGHT TO REJECT PROPOSALS:

This RFP does not commit the District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The District intends to award a contract on the basis of the best interest and advantage to the District, and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel this RFP, in part, or in its entirety, if it is in the best interest of the District. The District may select as the successful proposal that proposal which, in the District's sole discretion and with whatever modifications the District and the Proposer may mutually agree upon, best meets the District's requirements whether or not that proposal is the lowest priced. No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the District, in its sole discretion, shall enter into a contract with the Proposer that it selects as the successful contractor.

7. CONTRACT AGREEMENT:

The selected proposer will be required to agree to and sign the Contract annexed hereto as Exhibit "4."

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. It is understood that this RFP and the Respondent's proposal shall be attached and included by reference in the contract signed by the District and the successful Respondent.

The District retains the option of canceling the award if the successful Respondent fails to accept such obligations.

8. RIGHT TO NEGOTIATE WITH PROPOSERS:

The Board reserves the right to negotiate with all Proposers and to enter into a contract for services

with the Proposer on terms and conditions that are in the District's best interests.

9. FORMAT OF PROPOSALS:

To enable the District to compare the proposals received we ask that your proposal include complete information as listed in the:

- I. Employee Assistant Services Questionnaire (See, RFP Section 14);
- II. Conflict of Interest Affirmation (See, RFP Section 13);
- III. Non-Collusive Bidding Certification (See, Exhibit "1")
- IV. Iran Divestment Act Certification (See, Exhibit "2")
- V. Certification Under Executive Order No. 16 (See, Exhibit "3")

10. STANDARD CONTRACT CLAUSES:

The successful Proposer will be required to enter into the Contract annexed hereto as Exhibit "3", which incorporates the terms and conditions of this RFP, including the following minimum terms and conditions. The submission of a response to this RFP indicates the Proposer agrees to the following terms and conditions for professional services. The District reserves the right to include additional topics in the final agreement with the successful Proposer and to make changes to the following clauses.

A. Compliance with Law and Standard Practices:

The Proposer shall perform its obligations hereunder in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements.

B. Statutory Compliance:

The Proposer covenants and agrees to comply in all respects with all federal, state and local laws and ordinances regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.

C. Prevailing Wage Law.

The Proposer will pay prevailing wages and benefits to the extent required by the laws of the State of New York.

D. Assignment or Subletting of Contract.

The Proposer may not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or its responsibility to perform under this Agreement or its right, title or interest in and/or to the

same, nor any monies which are or will become due on and payable to it thereunder, nor the power to execute such Agreement to any other person or corporation without the prior express written consent of the District.

E. Indemnification:

The Proposer will indemnify, defend with competent counsel and hold harmless the District, its officers, agents and employees from and against any judgment or award and any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law or equity caused or sustained by or because of any omission of duty, negligence or intentional wrongful act on the part of the Proposer, its employees or agents, including subcontractors, in connection with this Agreement to the extent the Proposer is adjudged to be liable for such judgment or award or claim.

F. Contract Modifications:

This Agreement represents the entire and integrated agreement between the District and the Proposer and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the District and the Proposer.

All verbal clarifications, changes, or modifications of the scope or details in the work are to be followed up with written verification and agreement by both parties. The District reserves the right of final interpretation of any clarifications or modifications relative to the Agreement.

G. Severability:

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

H. Conflict of Interest:

The Proposer hereby covenants and agrees that no member of the Board or other District officer or employee forbidden by law to be interested in this Agreement will directly or indirectly benefit therefore.

I. Independent Contractors:

The District and the Proposer are independent contractors and shall have no other relationship. Neither party shall have or hold itself out as having the right or authority to bind or create liability

for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.

J. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any litigation or other proceeding arising under this Agreement shall be commenced in a court of appropriate subject matter jurisdiction in the State of New York with venue in Oneida County.

K. Compliance with District Regulations:

The Proposer shall cause all persons performing services pursuant to this Agreement to comply with all policies and regulations of the District.

L. Confidential Information:

The Proposer shall itself, and shall also cause all such persons providing services under this Agreement to preserve and protect all confidential information of the District to which they may have access during the performance of services under this Agreement.

11. BACKGROUND AND EXPECTED SCOPE OF SERVICES:

The School District currently employs approximately 2,000 people, several of which may benefit from the employee assistant services. The Successful Proposer will retain overall management of the assistance of the employees, including, but not limited to provision of professional crisis response through live, immediate telephone counseling, on-site assistance for workplace emergencies, and referrals to qualified professional resources for specialized counseling or rehabilitation needs.

Services

The successful Proposer will perform the following employee assistant services:

1. Provide professional crisis response through live, immediate telephone counseling 24 hours per day, 7 days per week, 365 days a year. A Telecommunications Device for the Deaf (TDD) availability for individuals who are hearing impaired.
2. Have EAP counselors appropriately licensed and credentialed and available in sufficient numbers and in appropriate locations to deliver services for urgent and non-urgent employee matters.
3. Provide referrals to qualified professional resources for specialized counseling or rehabilitation needs including, but not limited to: anger management, substance abuse,

psychological issues, crises management, domestic violence, workplace violence, financial counseling or legal services.

4. Provide on-site assistance in a timely fashion for workplace emergencies including, but not limited to: critical incident stress management, defusing and debriefing and other crisis response needs for management and employees.
5. Have providers who possess specific knowledge, training and expertise in the assessment and treatment of chemical dependency and other addictions.
6. Have providers who possess knowledge, training and required certifications to provide US DOT-qualified Substance Abuse Professional (SAP) services in compliance with drug and alcohol testing requirements specified under US DOT 49 CFR Part 40.
7. Provide access to a comprehensive online portal where an employee can gain informative knowledge with online self-service, live-chat sessions with a specialist and access training and webinars for personal and workplace skill development.
8. Provide outreach and education materials for employees and their family members regarding the availability of EAP services to include posters, informative brochures/literature, wallet size cards, and possible on-site presentations and training.
9. Provide annual and periodic reports of client utilization to include type of service utilized (i.e. website, telephonic or in-person), general reason for accessing services and client satisfaction.
10. Have network EAP service providers with mandatory referral process including fitness for duty evaluations and determinations and threat of violence potential.
11. Maintains best practices in providing EAP services and anticipates and meets future needs of clients.
12. Guarantee complete confidentiality, privacy and protection of EAP records.
13. Work with the District's health plans to ensure coordination of benefits.

(collectively the "Services")

12. CRITERIA FOR EVALUATING PROPOSALS:

- Qualifications and experience of the Firm and the Firm's employees.
- Knowledge of the employee assistant services industry as it pertains to public school districts, and other state and federal laws affecting the employee assistant services for public school districts.
- Recommendations from other school districts.
- Extent of services offered, and depth and extent of overall resources that can be put to use by the School District.
- Fees.

The District's Interim Superintendent will receive all proposals. The District will review the proposals and will further evaluate them, using the criteria listed above.

Those firms considered to be most qualified may be invited to the District for an interview at the District's discretion. Any firm(s) selected for an interview should prepare a brief presentation based on the information requested in this RFP.

The District reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

The District reserves the right to reject any and all proposals submitted, to request additional information from all proposers, and to negotiate with one or more of the finalists regarding the terms of the engagement. The District intends to select the firm(s) that, in its opinion, best meets the District's needs.

13. CONFLICTS OF INTEREST:

Include affirmation that no conflicts of interest exist between the Proposer and the District, the Board of Education or its administration.

14. EMPLOYEE ASSISTANT SERVICES QUESTIONNAIRE:

Organization Name: _____

Date _____

Address: _____

Contact Person: _____

Phone: _____

I. Provision of Services.

1. Discuss what distinguishes your firm from other firms.

2. What are your working hours?

3. What protections does your organization have in place to protect the confidentiality of the District's records?

II. Qualifications and Experience.

Please provide the relevant qualifications and experience of your firm and/or individuals employed by your firm?

III. Compensation.

Please provide a detailed summary of all applicable fees for the Services, including but not limited to: (1) total fee to provide Services; (2) hourly fee for work performed outside the scope of the Services; (3) any other applicable fees.

IV. References.

Please provide on a separate sheet a list of other school districts or similar public entities for which you have provided similar services. Included are to be the name of the entity, contact person and telephone number.

Signature of Authorized Representative

Print Name / Title

Date

15. ATTACHMENTS:

Exhibit “1” – Non-Collusive Bidding Certification

Exhibit “2” – Iran Divestment Act Certification

Exhibit “3” – Executive Order 16

Exhibit “4” – Proposed Contract

EXHIBIT "1"

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this proposal, each applicant and each person signing on behalf of any applicant certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices in this proposal have been arrived at independently without collusion, consultation, communication, or relationship, for the purpose of restricting competition, as to any matter relating to such prices with any other applicant or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the applicant prior to opening, directly or indirectly, to any other applicant or to any competitor;

No attempt has been made or will be made by the applicant to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

NAME: _____
(Individual or legal name of firm or corporation)

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____
(Signature of representative of firm or corporation)

DATED: _____

EXHIBIT “2”

IRAN DIVESTMENT ACT CERTIFICATION

Certification of Compliance with the NEW YORK STATE IRAN DIVESTMENT ACT OF 2012

(Must be signed and returned with RFP)

By submitting a bid or proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the Utica City School District (the “School District”) receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the School District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The School District reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of this certificate as to compliance with the New York State Iran Divestment Act of 2012:

NAME (PRINT OR TYPE) _____

SIGNATURE _____

TITLE _____

EXHIBIT “3”

Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

☐

1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

☐

- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

☐

- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

☐

3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name:

(legal entity) _____

By:
(signature) _____

—

Name: _____

—

Title: _____

__Date: _____

EXHIBIT “4”

PROPOSED CONTRACT

This agreement made as of the ____ day of _____, 2024 (the “Agreement”) is by and made between _____ (“**Contractor**”) with principal offices at _____, and the Utica City School District (“**District**”) with principal offices at 929 York Street, Utica, NY 13502.

WHEREAS, the District desires to engage Contractor to perform employee assistant services; and

WHEREAS, Contractor has agreed to perform such services for the District as an independent contractor; and

WHEREAS, it is the intention and purpose of the parties to set forth herein the agreement covering terms and conditions of the engagement to be observed by both parties;

1. **Services.** The Contractor shall provide the services to the District as described in Appendix A attached as part of this Agreement (the “Services”).
2. **Term.** This Agreement shall cover the period from the date of the execution of this Agreement through June 30, 2025 (the “Term”).
3. **Payment.**

A. **Fee for Services.** The District shall pay Contractor a fee of \$_____ in consideration for services to be performed by Contractor during the Term, which the School District shall pay in five (5) installments as follows:

- (1) services rendered March 1, 2024 – June 30, 2024: \$_____.
- (2) services rendered July 1, 2024 – September 30, 2024: \$_____.
- (3) services rendered October 1, 2024 – December 31, 2024: \$_____.
- (4) services rendered January 1, 2025 – March 31, 2025: \$_____.
- (5) services rendered April 1, 2025 – June 30, 2025: \$_____.

The District shall make all payments upon thirty (30) days receipt of a written invoice from Contractor detailing the services performed to date.

B. The District shall issue the Contractor a 1099 Federal form for Services as an independent contractor.

4. **Independent Contractor.** Contractor shall perform the duties contemplated by this Agreement as an independent contractor, to whom no benefits shall accrue except for those benefits expressly set forth in this Agreement. The Contractor shall pay all contributions, taxes, and other payments or charges required to be paid by an independent contractor in accordance with the provisions of all New York State unemployment insurance, disability benefits, and withholding tax laws, the Federal Insurance Contributions Act, and Federal Unemployment Tax Act and Federal Internal Revenue Code, and does and will comply with all other local, state, and federal laws, regulations, and requirements applicable to Contractor or the performance of his Services hereunder.
5. **Termination.** Contractor and the District, through the Superintendent of Schools, may terminate this Agreement by the provision of thirty (30) days' written notice to the other party, and retain the right to do so at their sole and unfettered discretion.
6. **Confidential Information.** All records relating to the services contemplated by this Agreement are and shall remain property of the District. Contractor shall not during or after the term of this Agreement, use or disclose any confidential information to any person, firm, corporation or other entity for any reason or purpose whatsoever.
7. **Compliance.**
 - a) Each party hereby represents and warrants to the other party that: (i) it has the power and authority to enter into this Agreement and is permitted by applicable law and regulations to enter into this Agreement; and (ii) it will comply with all applicable laws in the performance of its obligations under this Agreement.
 - b) Contractor agrees, to the maximum extent permitted by law, that all individuals providing Services under this Agreement who are reasonably expected to have direct, in-person face-to-face communication or interaction with the District's students on the District's premises for more than five (5) days during the school year will, prior to providing services pursuant to this Agreement, submit fingerprints, cooperate and comply fully with the required criminal background check and criminal clearance process through the New York State Education Department (NYSED), as set forth in the New York Education Law and regulations of the Commissioner of Education. It shall be the responsibility of the District to take the fingerprints furnished by Contractor and promptly submit such fingerprints to the NYSED's authorized designee(s) for the purpose of enabling the NYSED to obtain a criminal background report for each such

person and to make the determination whether to criminally clear each such person to work with the School District's students. The School District shall not permit any person providing services under this Agreement who is reasonably expected to have direct, in-person, face-to-face communication or interaction with the District's students as set forth above to provide services until such person has been criminally cleared by NYSED, except as explicitly authorized by the Education Law and regulations of the Commissioner of Education. In addition, the District shall provide in-person supervision, by one or more of the District's own employees, for any person providing services under this Agreement who has not been fingerprinted and criminally cleared because the person was not reasonably expected to have in-person, face to-face communication or interaction with the District's students for more than five days during the school year, while such person is providing Services in direct contact with the District's students on the District's premises. Contractor will directly pay or reimburse the District for all applicable fingerprinting and criminal clearance costs and fees.

8. **Quality of Services.** Contractor shall perform its services with care, skill and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness and coordination of all reports, plans, information, specifications, and other items and services furnished under this Agreement. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in performing its services.
9. **Insurance Requirements.** Contractor shall, at its own cost and expense, procure and maintain insurance, issued by a company or companies licensed to do business in New York, to cover its work, services, employees, agents, independent contractors and servants under the terms of this Agreement which shall include, but not be limited to:
 - a) Commercial General Liability Insurance in a minimum amount of \$1,000,000.00 combined single limit;
 - b) Errors and Omissions Insurance in a minimum amount of \$2,000,000.00 aggregate;
 - c) Workers' Compensation Insurance;
 - d) Disability Insurance;
 - e) Any and all other insurance required by law.

When Contractor signs and returns this Agreement, Contractor shall provide the District with a policy endorsement showing the above-required insurance. The District shall be named as an additional insured on general liability insurance policies and policy endorsements and the policies and policy endorsements shall provide that the required insurance shall not be cancelled or terminated without thirty (30) days prior written notice to the District.

10. **Indemnification.** Each party shall indemnify, defend and hold harmless the other party from and against:

- (a) any and all liability arising out of the Indemnifying party's failure to comply with the terms of this Agreement, and any injury, loss, claims or damages arising from the negligent operations, acts or omissions of the indemnifying party relating to or arising out of such party's performance of its obligations under this Agreement; and
- (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnifying party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

11. **Miscellaneous.**

- (a) Contractor shall not make any representations or commitments on behalf of the District.
- (b) Contractor represents that it possesses all of the licenses, certifications and permits necessary to perform the Services. Contractor also represents that it is fully qualified by training and experience to perform the Services.
- (c) This Agreement shall be binding upon and inure to benefit the executors, administrators, heirs, successors and assigns of the respective parties.

10. **Modification.** This Agreement represents the full agreement between the parties and may not be modified except by written agreement between the parties.

11. **Assignment.** The Contractor shall not assign, transfer or subcontract any of the rights and obligations under this Agreement without prior written consent by the District. Any unauthorized assignment or subcontract shall be null and void.

12. **Governing Law.** This Agreement shall be governed by the Laws of the State of New York, and disputes shall be venued in a court of competent jurisdiction in Oneida County, New York, and the parties hereby consent to personal jurisdiction in any such court.

IN WITNESS WHEREOF, the parties have signed this Agreement intending to be legally bound.

Contractor

Utica City School District

Authorized Representative

Superintendent of Schools

APPENDIX A

SCOPE OF SERVICES

1. Provide professional crisis response through live, immediate telephone counseling 24 hours per day, 7 days per week, 365 days a year. A Telecommunications Device for the Deaf (TDD) availability for individuals who are hearing impaired.
2. Have EAP counselors appropriately licensed and credentialed and available in sufficient numbers and in appropriate locations to deliver services for urgent and non-urgent employee matters.
3. Provide referrals to qualified professional resources for specialized counseling or rehabilitation needs including, but not limited to: anger management, substance abuse, psychological issues, crises management, domestic violence, workplace violence, financial counseling or legal services.
4. Provide on-site assistance in a timely fashion for workplace emergencies including, but not limited to: critical incident stress management, defusing and debriefing and other crisis response needs for management and employees.
5. Have providers who possess specific knowledge, training and expertise in the assessment and treatment of chemical dependency and other addictions.
6. Have providers who possess knowledge, training and required certifications to provide US DOT-qualified Substance Abuse Professional (SAP) services in compliance with drug and alcohol testing requirements specified under US DOT 49 CFR Part 40.
7. Provide access to a comprehensive online portal where an employee can gain informative knowledge with online self-service, live-chat sessions with a specialist and access training and webinars for personal and workplace skill development.
8. Provide outreach and education materials for employees and their family members regarding the availability of EAP services to include posters, informative brochures/literature, wallet size cards, and possible on-site presentations and training.
9. Provide annual and periodic reports of client utilization to include type of service utilized (i.e. website, telephonic or in-person), general reason for accessing services and client satisfaction.
10. Have network EAP service providers with mandatory referral process including fitness for duty evaluations and determinations and threat of violence potential.
11. Maintains best practices in providing EAP services and anticipates and meets future needs of clients.
12. Guarantee complete confidentiality, privacy and protection of EAP records.
13. Work with the District's health plans to ensure coordination of benefits.