



CITY OF ROCHESTER

REQUEST FOR PROPOSALS

OCCUPATIONAL MEDICAL SERVICES

Proposals to be received by 5:00pm
October 28, 2020

Submit Proposals to:
City of Rochester
Office of Management & Budget
Attention: Suzanne Warren
30 Church Street, Room 200-A
Rochester, NY 14614
(585) 428-7229

e-mail: suzanne.warren@cityofrochester.gov

**Request for Proposals
Medical Services**

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**CITY OF ROCHESTER
REQUEST FOR PROPOSALS (RFP)
MEDICAL SERVICES**

I. Overview

The City of Rochester is soliciting proposals from qualified board-certified medical professionals or teams of medical professionals that include a board-certified physician to provide cost-effective medical examinations and occupational medical services for sworn employees and disabled retirees of the Rochester Police Department (RPD) and Rochester Fire Department (RFD). The successful medical professional or team of professionals shall be qualified to provide professional expertise in the areas of occupational safety and health. **Services listed may need to be performed during non-traditional office hours to accommodate a twenty-four hour work schedule.** These medical services shall include:

- A. Pre-employment medical examinations and assessments,
- B. Evaluation, treatment (acute care and emergency care), and case management for injuries or illnesses resulting from the performance of duties for either RPD or RFD,
- C. Return to work and/or fitness for duty examinations for off-duty injuries or illnesses,
- D. Fitness for duty examinations,
- E. Required miscellaneous examinations and immunizations, and
- F. Provide referrals to specialists as needed.

The term of the proposed agreement is for a base period of three years beginning January 1, 2021, with the option to renew for two additional one year periods.

II. RFP Time Line

Availability of RFP.....	October 2, 2020
Deadline for questions to be submitted to the City (see Sect. III).....	October 9, 2020
Response issued to any questions submitted (see Sect. III).....	October 14, 2020
Proposals Due Date.....	OCTOBER 28, 2020
Selection and award notification.....	November 13, 2020
Transmittal and recommendation to City Council for Approval.....	November 16, 2020
Approval by City Council.....	December 15, 2020
Contract Start Date.....	January 1, 2021

The dates shown above may be subject to change but only upon written modification by the City of Rochester with notification to all interested professionals.

III. General Information about RFP

A. City Contact: Suzanne Warren

Phone: 585-428-7229 office, 585-202-5693 cell

E-mail: suzanne.warren@cityofrochester.gov

*Please do not contact RFD or RPD directly regarding this RFP.

B. All questions regarding this RFP should be submitted by e-mail to Suzanne Warren at suzanne.warren@cityofrochester.gov. All those intending to respond to this RFP should provide their contact information including e-mail address so that all questions submitted and corresponding responses can be shared with all interested parties.

C. The City reserves the right to amend this RFP only upon notification to consultants who have expressed intent to respond this RFP. This RFP may be withdrawn by the City for any reason. The consultant shall bear all costs incurred in preparing and submitting a proposal.

D. The consultant's proposal shall become the property of the City and will be subject to the New York State Freedom of Information Law (FOIL). Any proprietary information submitted must be clearly identified and a request to keep such information confidential.

IV. Background

As of September 28, 2020, the City of Rochester employs approximately 700 uniformed Police and 488 uniformed Fire personnel. The estimated annual volume of required services is as follows:

Type of Service		Quantity
Pre-employment Examinations/Assessments		
	Police	125
	Fire	<u>30</u>
Total		155
Annual Physical Examinations/Assessments		
	Police	70
	Fire (includes Protectives)	<u>520</u>
Total		590
Other Examinations/Assessments including Evaluation and Treatment of On-Duty Injuries/Illnesses, Return to Work/Fitness for Duty, Case Management		
	Police & Fire	2,000

V. Scope of Services

A. Pre-employment Post-offer Physical Examinations (Attachments 1 & 2)

Conduct pre-employment post-offer physical examination consisting of: medical history review, physical examination, clinical testing, interpretation of results, evaluation of potentially disqualifying conditions, and final determination of candidate's qualification/s for the position.

1. The examinations are to be conducted in accordance with the following standards:

Police Candidates - Determination must be made as to whether candidates meet medical standards established by the New York State Municipal Police Training Council, Medical and Physical Fitness Standards and Procedures for Police Officer Candidates with or without accommodation.

(<https://www.criminaljustice.ny.gov/ops/docs/registry/policeapptsmed.pdf>)

Fire Candidates - Determination must be made as to whether candidates meet medical standards established by Chapter 6 of the National Fire Protection Agency Standard #1582, most recent edition (currently 2018 Edition), Medical Evaluations of Candidates (available at <http://www.nfpa.org/catalog/> or on file at Rochester Fire Department, Fire Chief's Office, Public Safety Building #665, 185 Exchange Boulevard, Rochester, NY 14614).

2. In addition to standard business hours, the medical provider should be willing to provide dedicated reserved blocks of time for these examinations outside of traditional business hours (e.g. evenings, Saturday mornings, Sundays), to be mutually agreed upon by both parties.
3. Clearance/status reports for pre-employment post-offer physical examinations should be forwarded directly to the City's Department of Human Resource Management.

B. In-Service Physical Exams (Attachments 3 & 4)

A qualified medical professional must be available to perform in-service, periodic medical examinations, including annual health assessments for all firefighters and for police officers assigned to specialized functions such as the Scuba Team or Mobile Field Force, and for those which an annual assessment is appropriate to the position requirements of the employee.

1. Fire Personnel - Determination must be made as to whether employees meet medical standards established by Chapter 7 of the National Fire Protection Agency Standard #1582, most recent edition (currently 2018 Edition), Comprehensive Occupational Medical Program (available at <http://www.nfpa.org/catalog/> or on file at Rochester Fire Department, Fire Chief's Office, Public Safety Building #665, 185 Exchange Boulevard, Rochester, NY 14614).
2. RFD annual physicals should be scheduled so that they can be done in groups of 4 or 5 employees on a consistent schedule throughout the year.
3. Provide RPD or RFD personnel with copies of any required paperwork in advance of the scheduled exam so that employees may complete these documents prior to the exam.
4. If employee does not meet the standards as noted, provide an opinion on the fitness for duty and/or work restriction if appropriate.

5. If employee does not meet the standard, indicate whether the reason is determined to be work-related or not.
6. Indicate whether employee is fit for respirator use (when required by the position, specifically fire personnel or police personnel assigned to specific task forces).
7. Hearing conservation (audiogram) in accordance with Occupational Safety & Health Administration (OSHA) and Public Employee Safety & Health Bureau (PESH) standard for "Occupational noise exposure", conducting repeat examination if a Standard Threshold Shift (STS) is found, and if confirmed on retest, provide medical opinion on work-relatedness.

C. On-duty Injury Evaluation, Treatment, and Case Management

Provide emergency and/or ongoing evaluation and/or medical or surgical treatment to sworn staff members who are injured or become ill while on-duty as the result of performing assigned duties with the RPD or RFD, in particular:

1. Provide quality care and treatment of injuries,
2. Be available for triage and/or referral to emergency services 24 hours a day, 365 days per year to respond for on-duty injuries or illnesses,
3. Provide a back-up after-hours provider when the office is closed,
4. Provide referral to board-certified medical specialists for treatment (written authorization to specialist and RPD or RFD), as needed,
5. Provide direct treatment and/or review treatment provided by specialists to ensure that medical care received is adequate and appropriate for the injury or illness being treated,
6. Review recommendations of specialists for treatment modalities and authorize such in accordance with the best practices for treatment of the specific injury or illness,
7. Review all available medical history to identify pre-existing medical conditions that may have contributed to the injury or illness that occurred,
8. Authorize return of staff member to either limited or full duty as soon as safe and practicable,
9. Provide for clinical testing, occupational medical evaluation, or Independent Medical Exams (IME) by specialists approved by the Workers' Compensation Board for evaluation of individuals whose recovery from illness or injury appears to be incomplete and/or may render them incapable of performing the essential duties of police or fire work on a permanent basis,
10. Determine permanent disability evaluation in a timely manner and provide written statement when employee has reached Maximum Medical Improvement (MMI), in accordance with the best medical practices for the specific injury or illness under consideration, and
11. Provide routine on-going medical services for retired personnel for injuries or illnesses sustained while on full duty.

D. Monitoring and Return to Work Examinations for Off-Duty Injuries or Illness

In the event of an absence from work due to an off-duty injury or illness, the consultant shall:

1. Review report of injury or illness from individual's treating physician for any injury or illness that requires absence from work for a period of three or more

consecutive days, conduct a review of the treating physician's report and if necessary conduct a physical examination, and complete the appropriate return-to-work certificate in accordance with current bargaining unit contracts,

2. For any off duty injury or illness requiring absence from work of more than 30 days, conduct a physical examination, and schedule an examination and review for every 30 days until ready to return to work,
3. In the event that the individual is capable of limited duty, provide possible work restrictions to be considered and prognosis for return-to-work date, and
4. If needed, request employee to supply additional records to help make determination. These records should remain with provider and not be released to RPD or RFD.

E. Required Miscellaneous Examinations and Immunizations (Attachment 5)

In addition to the examinations and testing mentioned in Sections A through D, the provider may be required to conduct the following:

1. Specialized testing which may include:

1. Hearing conservation (audiogram) in accordance with Occupational Safety & Health Administration (OSHA) and Public Employee Safety & Health Bureau (PESH) standard for "Occupational noise exposure",
2. Testing and treatment for bloodborne pathogen exposures, inoculations and examinations in accordance with OSHA/PESH standards,
3. Tuberculosis testing in accordance with Center for Disease Control regulations (conducted annually for RFD personnel and following exposure),
4. Treatment for exposure to hazardous waste operations and emergency response examinations in accordance with OSHA/PESH standards,
5. Respiratory testing in accordance with OSHA standards, including the review of respiratory questionnaire and be able to provide a medical opinion on fitness to use a respirator,
6. Fitness for duty examination/evaluation at the request of the Police Chief, Fire Chief, or his/her designee,
7. Provide a medical opinion regarding work-relatedness and determination upon request, and
8. Provide miscellaneous immunizations for designated employees at the employer's site as requested.

F. General occupational medical consulting services

The medical provider shall also:

1. Refer employees to specialists, preferably Board-certified, for treatment whenever the results of an examination or recovery response to treatment indicates the need for a specialized medical opinion,
2. Upon the request of either the Fire Chief or Police Chief or his/her designee, provide referral to another physician for a second opinion at the employer's expense whenever surgery or protracted treatment is recommended by the provider,
3. Be willing to meet monthly with the Fire Chief and/or Police Chief or his/her designee and support staff to discuss case management,
4. Provide occupational medical consulting services and training of Fire and Police employees on significant issues affecting job performance,

5. Participate in training of City employees, and
6. Be able to interpret medical standards established by the National Fire Protection Agency and NYS Department of Criminal Justice Services and assist in the development of medical standards for specific positions.

VI. General Conditions/Minimum Requirements

All services to be provided by the provider shall adhere to the following:

A. Notification

1. Schedule and conduct examinations and assessments on a timely basis. Upon report of on-duty injury, conduct exam within one (1) business day of City's request for appointment and provide initial report to the Police Chief or Fire Chief or his/her designee within one (1) business day of examination.
2. For other examinations or assessments, schedule and conduct exam within three (3) business days or earlier. Provide findings to either the Police Chief or Fire Chief or his/her designee within one (1) business day of examination.
3. Schedule and conduct return to work evaluations/examinations on a timely basis. Conduct exam within one (1) business day of request for examination or evaluation and provide written examination/evaluation findings to the Police Chief or Fire Chief or his/her designee within one (1) business day. Follow-up appointments shall be scheduled as to expedite the earliest possible return to work as well as obtaining the best therapeutic result.
4. Provide written examination/evaluation findings and limited duty/return to full duty notifications by fax or via secure e-mail to the Police Chief or Fire Chief or his/her designee in conformance with 1-3 of this section. The written results shall include:
 - a. Name, date of appointment, reason for visit, employee's work status, date and time of the next appointment if needed, and referrals made and prescriptions ordered in the event of an on-duty injury.
 - b. An opinion as to whether any individual has any detected medical condition which would place him/her at risk of material impairment to his/her health by working in an emergency response or limited duty assignment.
 - c. Recommend restrictions, if any, upon an individual's assigned work.
 - d. Provide immediate verbal evaluation of an individual's medical status when requested.
5. The provider will coordinate scheduling and obtain results of special medical evaluations not available at the provider's site within two business days.
6. The provider and/or provider's staff will notify the Police Chief or Fire Chief or his/her designee, the same day, in the event that an individual has not kept an appointment with the provider or with a specialist to whom the individual was referred.

B. Location

1. All **emergency services** must be available within the corporate limits of the City of Rochester.
2. Provision of ample, **free** parking must be made available to employees while services are being provided.
3. Facilities must be accessible to public transportation.

C. Services

1. Maintain adequate staffing to perform all services in a timely manner.
2. Provide written notice to the Police Chief and Fire Chief or his/her designee in the event the provider is not available for any period longer than 24 hours and provide the name and contact information for the covering physician.
3. A management level service coordinator to be available during traditional business hours to act as the liaison between the provider and designated City contacts.
4. The provider(s) shall serve as an expert witness for disability or other medical claim-related cases, as determined by the City Law Department.
5. The provider must be able to participate in yearly planning meetings, one with the Police Chief and one with the Fire Chief and/or his/her designees to establish a work plan for the following year.
6. The provider and the designated service coordinator must be able to attend regularly scheduled medical review meetings as requested by the Police Chief and Fire Chief (monthly at present) to:
 - a. Discuss case management including medical review of treatment status/modalities.
 - b. Communicate regarding service delivery.
 - c. Address questions or concerns regarding service delivery.
 - d. Provide follow-up to previous monthly review meeting.

D. Record-keeping

1. The provider will maintain medical files documenting all care provided to or evaluated by the provider. Such files must be kept current, comprehensive, and available for transport to a new vendor in the event of a change in medical vendor in the future.
2. The provider will not designate any injury or illness or mental condition as 'work related' where physical manifestations are not apparent: examples: general back pain, stress, emotional problems. These conditions are to be designated "to be determined" until documentation is available to establish the cause of injury or problem or until such time as a psychiatric/psychological evaluation may be performed.
3. Provide existing medical records and reports to the City's attorneys when necessary to provide for the City's defense in proceedings or legal actions.

E. Billing Requirements

1. The provider will generate bills for services rendered and/or coordinated by the provider and submit to the Police Department or Fire Department on a monthly basis.
2. The provider will be responsible for reviewing and approving for payment on an as-needed basis certain bills for medical expenses for specialist referrals within ten (10) business days of receipt.

F. Insurance

1. The provider shall carry physician's professional liability insurance in the amount of at least One Million Dollars (\$1,000,000) per claim, Three Million

Dollars (\$3,000,000) annual aggregate, for protection against claims of personal injury, including death, arising out of the services. The provider should also carry general liability coverage in the amount of at least Two Million Dollars (\$2,000,000) per claim, Four Million Dollars (\$4,000,000) annual aggregate. Said insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York. The insurance shall also stipulate that, in the event of cancellation or modification the insurer shall provide the City with at least thirty (30) days written notice of such cancellation or modification.

2. The provider shall also secure compensation for the benefit of any and all employees as required by the Workers' Compensation Law of the State of New York and Disability Benefits coverage.

G. MWBE and Workforce Utilization Goals

The City of Rochester has established a policy to promote growth and development of Minority and Women Business Enterprises (MWBE) and to improve employment opportunities for minorities and women and has adopted MWBE goals and minority workforce participation goals that apply to professional services consulting agreements with a maximum compensation exceeding \$10,000 pursuant to Ordinance No. 2018-54.

Ordinance 2018-54 established the goal that MWBE's receive 30% of the total annual contract awards with aggregate minority and women award goals of 15% each. Ordinance No. 2018-54 further established annual aggregate workforce goals of 20% minority and 6.9% women. The City's MWBE Officer has determined because of the nature of the services of this Agreement that only workforce participation goals should be completed to detail the prospective workforce to be used in this Agreement. The applicable Workforce Utilization Form is Attachment.

VII. Details of Proposal

A. All proposals submitted shall include the following information:

1. Identify name, address, telephone, fax number, and e-mail address of representative responsible for provider's proposal,
2. A brief introduction letter detailing provider's background and profile information including experience and history with providing similar services,
3. A description of personnel qualifications as they relate to the provider's ability to meet the scope of services as detailed in this request for proposal, including the medical certifications to perform the functions as required and the resumés of key personnel,
4. A description of the provider's facilities for on and off site examination including accessibility for parking and public transportation; if provider does not own facility, please include a description of the provider's relationship to this facility,
5. A complete description of emergency medical facilities to be used in the provision of services,
6. A description of referral procedures to coordinate medical care,
7. A description and list of resources and experience of any other organizations (referral specialists) with which provider may coordinate the provision of services,

8. A description of the proposed method of scheduling procedures,
9. Back-up procedures and/or medical provider when the provider is unavailable for more than 24 hours,
10. A description of record keeping system, data processing procedures, data archiving, and security of medical records and information,
11. A description of turn-around time and procedures for written notification of examination/test results,
12. In sufficient detail, the prospective provider's ability to meet all requirements as set forth in this request for proposal,
13. In detail, explain the provider's philosophy in regard to encouraging public safety personnel to achieve and maintain health and physical fitness,
14. In detail, explain the provider's ability to provide appropriate state of the art medical care for all public safety personnel while understanding the financial constraints facing the City of Rochester and striving to contain and/or reduce any related costs,
15. A description of the provider's policies related to the video-taping of medical appointments.
16. Detailed cost proposal as per the format listed on Attachments 1 - 5,
17. A detailed summary of the provider's malpractice insurance.

B. Please provide 8 copies of the proposal.

C. Proposals should be submitted to:

City of Rochester, Office of Management & Budget
Attention: Suzanne Warren
30 Church Street, Room 200-A
Rochester, NY 14614
(585) 428-7229

VIII. Proposal Evaluation and Selection

A. Process

An Evaluation Committee will be established consisting of representatives from the Police Department, Fire Department, and Administration to evaluate the merit of proposals received. Selection will be based upon qualifications and not solely on cost. Upon review of the proposals based upon the criteria stated below, a recommendation for selection will be made. The following criteria will form the basis for selection:

1. Provider's past experience in delivering occupational health care and performing work of a similar nature and size as required by this request for proposal,
2. Qualifications of key personnel to be involved in providing the services required,
3. Facility location and availability of free parking and accessibility to public transportation,
4. Fully detailed standard pricing structure as shown on Attachments 1-5 including any additional fees to be charged,
5. Ability to schedule and conduct evaluations/examinations on a timely basis and ability to accommodate unanticipated requests for either single/multiple evaluations/examinations,

6. Ability to offer dedicated, reserved blocks of time for physical examinations during non-traditional business hours,
7. Ability to provide all examinations/assessments and specialized testing at one centralized location,
8. Willingness to specify a 24 hour grace period for canceled appointments,
9. Willingness to accept same day cancellations for reserved blocks of time due to occupational emergencies (large fires, civil unrest, etc),
10. Willingness to allow an arrival time grace period of 10-15 minutes,
11. Willingness to specify a fee less than the examination fee for “no shows,”
12. Willingness to offer certain medical services such as immunizations or employee training at City work sites,
13. Willingness to offer appropriate medical care while recognizing the financial constraints facing the City,
14. Other factors as may be considered appropriate by the City.

B. Interviews

Interviews with responding individuals or teams may be conducted during the dates of November 9, 2020 through November 12, 2020. These interviews with the Evaluation Committee will be conducted to assure full understanding of and conformance to the request for proposal requirements.

C. Contract

The successful provider will be required to enter into a professional services agreement with the City based in part on the standard boiler plate shown on Attachment 7.

IX. Attachments

CITY OF ROCHESTER
REQUEST FOR PROPOSALS - MEDICAL SERVICES
 Proposal Pricing Schedule*

Pre-Employment Examination - Sworn Police Officer		
Standard Medical Exam to include:	Unit Price	Total Price
Medical History Review, to include Occupational History	\$	
Physical Exam (including lumbar assessment/evaluation)	\$	
Vital Signs	\$	
Body Mass Index Calculation	\$	
Cardio-vascular Assessment	\$	
SMAC (Urine Dip Stick for sugar, ketones, protein)	\$	
Audiogram	\$	
Vision Exam (to include test to determine if color blind)	\$	
Electrocardiograms (EKG)	\$	
Lumbar Assessment/Evaluation	\$	
Chemical Blood Profile	\$	
TB Tine Test	\$	
Hepatitis A, B, C Screening	\$	
5-panel Urine Drug Screen	\$	
Immunization Review	\$	
Total Cost for Examination		

*If specific test is included in the price of an overall examination, please note "incl."

Attachment 1

CITY OF ROCHESTER
REQUEST FOR PROPOSALS - MEDICAL SERVICES
 Proposal Pricing Schedule*

Pre-Employment Examination - Sworn Fire Fighter		
Standard Medical Exam to include:	Unit Price	Total Price
Medical History Review, to include Occupational History	\$	
Physical Exam (including lumbar assessment/evaluation)	\$	
Vital Signs	\$	
Body Mass Index Calculation	\$	
Cardio-vascular assessment	\$	
SMAC (Urine Dip Stick for sugar, ketones, protein)	\$	
Audiogram	\$	
Vision Exam (to include test to determine if color blind)	\$	
Chemical Blood Profile	\$	
TB Tine Test	\$	
Hepatitis A, B, C Screening	\$	
5-panel Urine Drug Screen	\$	
Pulmonary Function/Spirometry	\$	
Electrocardiograms (EKG)	\$	
X-Rays (Chest, Spine)	\$	
Total Cost for Examination		

*If specific test is included in the price of an overall examination, please note "incl."
 Attachment 2

CITY OF ROCHESTER
REQUEST FOR PROPOSALS - MEDICAL SERVICES
 Proposal Pricing Schedule

Annual/Biennial Physical Examination/Assessment - Sworn Fire Personnel		
Standard Medical Exam to include:	Unit Price	Total Price
Physical Exam (including lumbar assessment/evaluation)	\$	
Vital Signs	\$	
Body Mass Index Calculation	\$	
SMAC (Urine Dip Stick for sugar, ketones, protein)	\$	
Audiogram	\$	
Vision Exam (to include test to determine if color blind)	\$	
Complete Blood Count with differential/Lipid Panel	\$	
TB Tine Test(as part of annual exam)	\$	
Hepatitis A, B, C Screening	\$	
Pulmonary Function test	\$	
Electrocardiograms (EKG) with interpretation	\$	
X-Rays every 5 years (Chest, Spine)	\$	
Immunization Review	\$	
PSA Test	\$	
Respiratory Questionnaire Review	\$	
Treadmill stress test (if recommended)	\$	
Total Cost for Examination		

*If specific test is included in the price of an overall examination, please note "incl."

Attachment 3

CITY OF ROCHESTER
REQUEST FOR PROPOSALS - MEDICAL SERVICES
 Proposal Pricing Schedule

Annual Physical Examination/Assessment - Sworn Police Personnel (SCUBA, Mobile Field Force personnel, etc.)		
Standard Medical Exam to include:	Unit Price	Total Price
Physical Exam	\$	
Vital Signs	\$	
SMAC (Urine Dip Stick for sugar, ketones, protein)	\$	
Audiogram	\$	
Vision Exam (to include test to determine if color blind)	\$	
Complete Blood Count with differential/Lipid Panel	\$	
TB Tine Test (as part of annual exam)	\$	
Hepatitis A, B, C Screening	\$	
5-panel Urine Drug Screen	\$	
Pulmonary Function test	\$	
Electrocardiograms (EKG)	\$	
X-Rays (Chest, Spine)	\$	
Immunization Review	\$	
Respiratory Questionnaire Review	\$	
Total Cost for Examination		

*If specific test is included in the price of an overall examination, please note "incl."
 Attachment 4

CITY OF ROCHESTER
REQUEST FOR PROPOSALS - MEDICAL SERVICES
 Proposal Pricing Schedule

Miscellaneous examinations, immunizations, other	
	Unit Price
Fitness for duty/Return to work examinations for off-duty injuries or illnesses	\$
Treadmill stress test	\$
Tetanus /diphtheria vaccine	\$
Hepatitis B vaccination and titers	\$
Hepatitis A vaccine	\$
Influenza vaccine	\$
Post-exposure Bloodborne Pathogen Testing	\$
HIV Testing	\$
Testing for Heavy Metals: AS, Ld/ CPP, Hg, Cd	\$
Miscellaneous Services	
Hourly rate for ancillary services including testifying	\$
Estimated other direct costs	
	\$
	\$
	\$
	\$
	\$
	\$

City of Rochester
Professional Consultant Services Workforce Staffing Plan

WORKFORCE STAFFING PLAN FOR PROFESSIONAL CONSULTANT SERVICES								
PROJECT NAME:				DATE:			MINORITY GOAL	FEMALE GOAL
CONSULTANT:				AGREEMENT NUMBER:			20.00%	6.90%
CLASSIFICATION	NUMBER OF EMPLOYEES WORKING ON PROJECT						MINORITY %	FEMALE %
	TOTAL		MINORITY		NON-MINORITY			
	M	F	M	F	M	F		
Officials, Administrators								
Professionals								
Technicians								
Sales Workers								
Office, Clerical								
Craft Workers								
Laborers								
Temporary, Apprentices								
Other (Specify)								
TOTAL WORKFORCE								

Prepared by (Signature):	Title:	Phone:
Printed Name:	Date:	Email:

Reviewed by MWBE Officer:	Date:
---------------------------	-------

Attachment 6

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, is made this __, day of _____, 20__, by and between the **CITY OF ROCHESTER**, a municipal corporation having its principal office located at City Hall, 30 Church Street, Rochester, New York 14614, hereinafter referred to as the "City" and _____, with offices located at _____, Rochester, N.Y. 14____, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City desires to secure the professional services of a Consultant to provide services required for _____, hereinafter referred to as the "Project", and,

WHEREAS, the Consultant has the necessary equipment, personnel and expertise to perform the Project.

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties do covenant and agree as follows:

SECTION 1. DESCRIPTION OF SERVICES

A. The Consultant shall, upon the commencement date specified in Section 2 hereof, perform in a professional and workmanlike manner to the reasonable satisfaction of the City, the following services:

B. Except as otherwise specified in this Agreement, all equipment, materials and supplies required to carry out the provisions of this Agreement and to perform the services described above shall be furnished by the Consultant and shall be fit for their purpose to the reasonable satisfaction of the City.

SECTION 2. TERM

The services required of the Consultant pursuant to this Agreement shall commence on _ and shall terminate on _____.

SECTION 3. FEE

A. The City agrees to pay and the Consultant agrees to accept as full payment for the work and services performed pursuant to this Agreement, the following payable in the following manner:

1. Payment for work and services as defined in Appendix according to fee schedule submitted by Consultant and/or any charges covered by NYS Workers' Compensation fee schedule.

The Consultant shall submit an invoice and any other supporting documentation in the manner prescribed by the City at a minimum of once every ninety (90) days during the term of this agreement, **unless a different schedule is approved by the City.**

B. The total fee payable by the City pursuant to this Agreement, including all costs and disbursements whatsoever shall not exceed the sum of _____ Dollars (\$____).

SECTION 4. AUTHORIZED AGENT FOR THE CITY AND THE CONSULTANT

A. The City hereby designates:

A. The Consultant hereby designates:

or their authorized representatives, as Authorized Agents of the City and of the Consultant for receipt of all notices, demands, vouchers and other communications pursuant to this Agreement,. The parties reserve the right to designate other or additional agents upon written notice to the other party. In no event shall the City's Authorized Agent be authorized to amend or extend this Agreement or to accept service for the commencement of any legal actions or proceedings related to the Agreement.

SECTION 5. TERMINATION FOR DEFAULT

The performance of work under this Agreement may be terminated by the City in accordance with this clause in whole, or in part, whenever the Consultant shall default in the performance of this Agreement in accordance with its terms. Upon termination, the City may take over the work to be performed and complete the same by contract or otherwise, in the City's discretion and the Consultant shall be liable to the City for any excess cost occasioned thereby. The total fee payable to the Consultant under this Agreement upon such termination shall be such proportionate part of the total fee as the value of the work satisfactorily completed and delivered to the City bears to the value of the work contemplated by this Agreement.

SECTION 6. INDEMNIFICATION

The Consultant hereby agrees to defend, indemnify and save harmless the City of Rochester against any and all liability, loss, damage, suit, charge, attorney's fees and expenses of whatever kind or nature which the City may directly or indirectly incur, or be required to pay by reason or in consequence of the intentionally wrongful or negligent act or omission of the Consultant, its agents, employees or contractors. If a claim or action is made or brought against the City and for which the Consultant may be responsible hereunder in whole or in part, then the

Consultant shall be notified and shall handle or participate in the handling of the defense of such matter.

SECTION 7. INSURANCE

A. Workers' Compensation and Disability Benefits Insurance

This Agreement shall be void and of no effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, any and all employees as are required to be insured under the provisions of the Workers' Compensation Law of the State of New York or the state of the Consultant's residence, whichever may apply. The Consultant shall provide proof to the City, duly subscribed by an insurance carrier, that such Workers' Compensation and Disability Benefits coverage have been secured. In the alternative, Consultant shall provide proof of self-insurance or shall establish that Worker' Compensation and/or Disability Benefits coverage is not required by submitting the current and required New York State Workers' Compensation Board's form.

B. Physician's Professional Liability and General Liability Insurance – Reference RFP Section VI. General Conditions/Minimum Requirements, sub-section F.

The Consultant shall obtain at its own expense general liability insurance for protection against claims of personal injury, including death, or damage to property, arising out of the Project. The amount of said insurance coverage shall be in the amount of Two Million Dollars if said insurance is a "Defense within Limits" policy under which all claim expenses are included within both the applicable limit of liability and self-insured retention. Otherwise, the insurance coverage shall be in the amount of One Million Dollars. Said insurance shall be issued by a reputable insurance company, authorized to do business in the State of New York. Said insurance shall also name the City of Rochester as an insured and copies of the policy endorsements reflecting the same shall be provided. The Consultant shall provide the City with a certificate of insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. Furthermore, the Consultant shall provide a listing of any and all exclusions under said policy. The insurance shall stipulate that, in the event of cancellation or modification the insurer shall provide the City with at least thirty (30) days written notice of such cancellation or modification. In no event shall such liability insurance exclude from coverage any municipal operations or municipal property related to this Agreement.

SECTION 8. EQUAL OPPORTUNITY AND MWBE AND WORKFORCE UTILIZATION GOALS

A. General Policy

The City of Rochester, New York reaffirms its policy of Equal Opportunity and its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Opportunity, in accordance with the requirements set forth herein. The City further does not discriminate on the basis of disability, in admission or access to, or treatment or employment in its programs and activities. The City is including these policy statements in all bid documents, contracts, and leases. Contractors, lessors, vendors and

suppliers shall comply with all State and Federal Equal Opportunity laws and regulations and shall submit documentation regarding Equal Opportunity upon the City's request.

B. Definitions

MINORITY GROUP PERSONS - shall mean a person of Black, Hispanic, Asian, Pacific Islander, American Indian, or Alaskan Native ethnic or racial origin and identity.

C. Compliance

The Consultant shall comply with all of the following provisions of this Equal Opportunity Requirement:

1. The Consultant agrees that he will not discriminate against any employee for employment because of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status in the performance of services or programs pursuant to this Agreement, or in employment for the performance of such services or programs, against any person who is qualified and available to perform the work in which the employment relates. The Consultant agrees that in hiring employees and treating employees performing work under this Agreement or any subcontract hereunder, the Consultant, and its subcontractors, if any, shall not, by reason of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability or marital status discriminate against any person who is qualified and available to perform the work to which the employment relates. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment and recruitment advertising, layoffs, terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeship.
2. The Consultant agrees that its employment practices shall comply with the provisions of Chapter 63 of the Rochester Municipal Code, which restricts inquiries regarding or pertaining to an applicant's prior criminal conviction in any initial employment application.
3. If the Consultant is found guilty of discrimination in employment on the grounds of age, race, creed, color, national origin, sex, sexual orientation, gender identity or expression, disability, or marital status by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination, and the Consultant shall be disqualified from thereafter selling to, submitting bids to, or

receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Consultant can demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

4. The Consultant shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

D. MWBE AND WORKFORCE UTILIZATION GOALS

The City of Rochester has established a policy to promote the growth and development of Minority and Women Business Enterprises (MWBE) and to improve employment opportunities for minorities and women and has adopted MWBE goals and minority workforce participation goals that apply to professional services consulting agreements with a maximum compensation exceeding \$10,000 pursuant to Ordinance No. 2018-54.

Ordinance No. 2018-54 established the goal that MWBE's receive 30% of the total annual contract awards with aggregate minority and women award goals of 15% each. Ordinance No. 2018-54 further established annual aggregate workforce goals of 20% minority and 6.9% women.

The Consultant shall submit a workforce staffing plan, which, when reviewed by the City's MWBE Officer, shall be incorporated into this Agreement as Exhibit A, detailing the percentage of the workforce utilized to perform the work of this agreement who will be either minority or women, including both the Consultant's workforce and that of any subcontractors who will be utilized. Consultant shall submit workforce utilization reports on the City's forms with each invoice or as otherwise requested by the MWBE Officer. The Consultant understands and accepts that the calculated percentages of workforce utilization shall be based on actual hours worked and billed over the term of the project. The final determination of a workforce goals accomplished during the contract shall be based on hours reported in the workforce utilization reports.

The Consultant shall submit an MWBE utilization plan with respect to any subcontractors or suppliers used to perform the services under this Agreement, which, when approved by the City's MWBE Officer, shall be incorporated into this Agreement as Exhibit B. Consultant shall submit MWBE utilization and subcontractor/supplier payment certification on the City's forms with each invoice or as otherwise requested by the MWBE Officer.

During the term of the Agreement, the Consultant shall notify the City if a change occurs that will result in a significant (5% or more) increase or decrease in the workforce staffing plan and/or MWBE utilization plan goals incorporated as Exhibit A and/or Exhibit B of this Agreement. A revised workforce staffing plan and/or MWBE

utilization plan must be approved by the MWBE Officer. Once signed by the Consultant and the MWBE Officer, such revised plan(s) shall be incorporated into this Agreement as an amendment pursuant to Section 17.

Consultant's failure to submit MWBE and subcontractor/supplier payment certification forms, if required, and the workforce utilization reports shall constitute a default in the performance of this Agreement. Failure to meet the goals stated in the most recent workforce staffing plan and/or the MWBE utilization plan incorporated into the Agreement may result in disqualification from award of future contracts with the City.

SECTION 9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The City of Rochester hereby gives public notice that it is the City's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person in the United States of America shall, on the grounds of race, color, gender, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City receives federal financial assistance. Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City. Any such complaint shall be in writing and filed with the City Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the City at no cost to the complainant, or on the City's website at www.cityofrochester.gov, or by calling (585) 428-6185.

SECTION 10. FREEDOM OF INFORMATION LAW

Disclosures required by New York's Freedom of Information Law ("FOIL") shall not be considered a breach of any confidentiality provisions in this Agreement. Should Consultant provide the City with any records it deems confidential and exempt from FOIL, Consultant shall clearly mark such portions of those records as confidential and exempt from FOIL disclosure. Upon any request for disclosure of information so marked, the City will inform Consultant of the request and give Consultant ten (10) business days to submit a written statement of necessity for exempting the records from disclosure pursuant to New York Public Officers Law 89(5). As required by the Public Officers Law, the City will issue a determination as to disclosure within seven (7) business days. If the City determines that the records shall be disclosed, Consultant may appeal the City's determination within seven (7) business days. Thereafter, the City shall respond to Consultant's appeal within ten (10) business days. If the City issues an adverse determination, Consultant may appeal the decision within fifteen (15) days of service by commencing an Article Seventy-Eight (78) proceeding under New York's Civil Practice Law and Rules.

SECTION 11. LIVING WAGE REQUIREMENTS

A. Applicability of Living Wage Requirements

This section shall apply and the Consultant shall comply with the requirements of Section 8A-18 of the Municipal Code of the City of Rochester, known as the Rochester Living Wage Ordinance, whenever payments by the City to the Consultant under this Agreement shall equal or be greater than fifty thousand dollars (\$50,000) during a period of one year. If this Agreement is amended to increase the amount payable hereunder to fifty thousand dollars (\$50,000) or more during a period of one year, then any such amendment shall be subject to Section 8A-18.

B. Compliance

The Consultant shall pay no less than a Living Wage to any part-time or full-time Covered Employee, as that term is defined in Section 8A-18B, who directly expends his or her time on this Agreement, for the time said person actually spends on this Agreement. Living Wage, as set forth in this Agreement, shall be the hourly amount set forth in Section 8A-18(C)(2), and any adjustments thereto, which shall be made on July 1 of each year and shall be made available in the Office of the City Clerk and on the City's website, at www.cityofrochester.gov. Consultant shall also comply with all other provisions of Section 8A-18, including but not limited to all reporting, posting and notification requirements and shall be subject to any compliance, sanction and enforcement provisions set forth therein.

C. Exemption

This section shall not apply to any of Consultant's employees who are compensated in accordance with the terms of a collective bargaining agreement.

SECTION 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

The Consultant agrees that it will observe Ordinance No. 88-19 of the City of Rochester, which condemns religious discrimination in Northern Ireland and requires persons contracting to provide goods and services to the City to comply with the MacBride Principles. A copy of the MacBride Principles is on file in the Office of the Director of Finance.

SECTION 13. COMPLIANCE WITH ALL LAWS

The Consultant agrees that during the performance of the work required pursuant to this Agreement, the Consultant, and all employees working under the Consultant's direction shall strictly comply with all local, state, or federal laws, ordinances, rules or regulations controlling or limiting in any way the performance of the work required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted, or is not properly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.

SECTION 14. AUDIT

The Consultant agrees that the City shall, until the expiration of three (3) years after final payment, have access to and the right to examine, at no cost to the City, any directly pertinent books, documents, papers and records of the Consultant and of any of the subcontractors engaged in the performance of and involving transactions related to this Agreement or any subcontracts.

SECTION 15. PROHIBITION AGAINST ASSIGNMENT

The Consultant is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest therein, or of the power to execute this Agreement, to any other person or corporation without the previous written consent of the City.

SECTION 16. OBLIGATIONS LIMITED TO FUNDS AVAILABLE

The parties specifically agree that the Consultant's duty to perform work under this Agreement and the City's obligation to pay for that work, including any out-of-pocket and subcontracting expenses of the Consultant, shall be limited to the amount of money actually appropriated by the City Council and encumbered (i.e., certified as being available) for this Project by the City Director of Finance (or his authorized deputy). This provision shall limit the parties' obligation to perform even though this Agreement may provide for the payment of a fee greater than the appropriated and encumbered amount.

SECTION 17. EXTENT OF AGREEMENT

This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by the party's Authorized Agent.

SECTION 18. STATUS AS INDEPENDENT CONTRACTOR

The Consultant, as an independent contractor, covenants and agrees to conduct the work under this Agreement consistent with such status. The Consultant shall neither pretend nor claim to be an officer or employee of the City by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

SECTION 19. LAW

This Agreement shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

SECTION 20. NO-WAIVER

In the event that the terms and conditions of this Agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.

SECTION 21. SEVERABILITY

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

CITY OF ROCHESTER

BY: _____
Lovely A. Warren, Mayor

CONSULTANT

BY: _____
Name:

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 20__, before me the subscriber, personally came **LOVELY A. WARREN** known, who being by me duly sworn, did depose and say that she resides in the City of Rochester; that she is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that she signed her name to the foregoing instrument by virtue of the authority vested in her by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

Notary Public

STATE OF NEW YORK)
COUNTY OF MONROE) ss.:

On the _____ day of _____, 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s)

is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public