

Monroe County Systems Integration Project (SIP)

Measurement Consultant
Request for Proposal (RFP)

April 26, 2021 - updated May 5, 2021

TABLE OF CONTENTS

1.0 Project Background2
 1.1 Overview2
 1.2 Objective2

2.0 Instructions to Vendors3
 2.1 RFP Questions and Clarifications3
 2.2 RFP Response Format3
 2.2.1 Cover Letter3
 2.2.2. Nondisclosure Agreement3
 2.2.3 SIP's MWBE and EEO Policy3
 2.2.4 Vendor Response3
 2.3 Proposal Submission4
 2.4 Proposal Evaluation4
 2.4.1 Preliminary Examination4
 2.4.2 Detailed Technical Evaluation4
 2.4.3 Finalist Presentation or Panel Interview4
 2.5 Notification of Award5
 2.6 Proposed Award Schedule5

3.0 Scope of Work6
 3.1 Opportunity6
 3.2 Why are we undertaking this work?7
 3.3 What must be delivered?7
 3.4 How will the project be delivered?8
 3.5 When will the project be delivered?8

4.0 Vendor Response9
 4.1 Vendor Profile and Demographics9
 4.2 References10
 4.3 Description of Solution and Pricing10
 4.4 Additional Considerations10

1.0 Project Background

1.1 Overview

Read the accompanying **SIP Overview** document to learn more about how SIP is working to bring innovative solutions to support families and individuals across education, health and human services.

1.2 Objective

The Systems Integration Project (SIP) seeks qualified social impact measurement consultants who can answer the question, “How might we measure and communicate the impacts of an integrated system in a way that motivates sustainable investment in social innovation?”

The focus for this RFP is on identifying consultants to embed with the project team for several months, engage with a diverse group of project stakeholders including community members, and produce a measurement model and strategy that is desirable, feasible, and sustainable.

SIP invites interested parties that meet the qualifications listed in this document to submit proposals regarding their experience and services. SIP intends to award this contract to one lead firm. Organizations are encouraged to join efforts if doing so strengthens their proposal and the roles of prime and subcontractors are clearly established. All proposals must be submitted in the specified format to be considered.

Interested parties may obtain further information from:

Angee Brown, Sr. Project Manager
Angee.Brown@uwrochester.org
(585) 242-6516

2.0 Instructions to Vendors

Vendor proposals in response to this RFP are due by 5:00pm Eastern on May 26, 2021. Submissions must be emailed to Angee.Brown@uwrochester.org.

The proposal should be signed by a person, or persons, duly authorized to bind the vendor to contracts.

2.1 RFP Questions and Clarifications

Interested vendors may email their questions or requests for clarification to Angee.Brown@uwrochester.org no later than 5:00pm Eastern on May 7, 2021. All questions that are submitted and SIP's answers, will be supplied in writing to all parties that have received copies of the RFP, without identifying the source of the inquiry. Vendors may not contact SIP with RFP questions after May 3, 2021. Further, vendors may not discuss their proposal submission with any member of SIP.

2.2 RFP Response Format

Vendors must address all information specified by this RFP in their proposals. All questions must be answered completely. SIP (United Way of Greater Rochester) reserves the right to verify any information contained in the vendor's RFP response, and to request additional information after the RFP response has been received.

Marketing brochures included in the bid response shall not be considered. Vendors are encouraged not to include such material. Marketing brochures and links to web content must not be used as a substitute for written responses in the body of the proposal.

2.2.1 Cover Letter

The proposal must be accompanied by a cover letter, signed by an individual authorized to bind the vendor entity submitting the proposal.

2.2.2. Nondisclosure Agreement

The proposal must include a signed copy of the United Way of Greater Rochester's Mutual Nondisclosure Agreement.

2.2.3 SIP's MWBE and EEO Policy

The vendor's response must include a signed copy of the Minority and Women-Owned Business Enterprises (M/WBE) and Equal Employment Opportunity (EEO) Policy Statement.

2.2.4 Vendor Response

The vendor's response to the questions and information requested in section 4.0 of this document should follow the same order and use the same section headings and sub-headings as provided.

2.3 Proposal Submission

Vendors' proposals should be:

- Emailed to: Angee.Brown@uwrochester.org
- With the subject line: "Systems Integration Project: RFP Response from <COMPANY>" If submitting a response on behalf of multiple vendors who agree to partner on this project, only the lead company's name should be specified in the email subject line.

It is the vendor's responsibility to ensure that the proposal and all other required documents are received at the address named above by the submission deadline specified above.

SIP will be the sole judge of the qualifications of all prospective candidates and reserves the right to reject any and all submittals without recourse or explanation.

SIP is aware that information contained in the proposals indicates the vendor's current operations. Therefore, use of this information shall be confined to this request and will be treated as confidential.

Vendors shall bear all costs associated with preparing and submitting responses to this RFP, and the subsequent evaluation phase. SIP will, in no case, be responsible for these costs, regardless of the conduct or outcome of the evaluation process.

2.4 Proposal Evaluation

The evaluation process will include:

- A preliminary examination to determine substantial commercial and technical responsiveness to this proposal;
- A detailed evaluation to determine conformity to requirements.
- A vendor finalist presentation or panel interview to determine strategic and cultural alignment with the project.

2.4.1 Preliminary Examination

SIP will examine the proposals to determine whether they are complete, that the documents have been properly signed, and that they are generally in order. All proposals must be submitted in the specified format described in Section 2.2 to be considered. SIP reserves the right to discard any proposals deemed incomplete.

2.4.2 Detailed Technical Evaluation

Evaluation will seek to understand proposed approach and prior experience producing similar deliverables for clients who faced similar challenges.

2.4.3 Finalist Presentation or Panel Interview

Evaluation will be conducted over Zoom between SIP and vendor finalists. The purpose is to clarify information in the written proposal, meet individuals who would be working on the engagement, and understand the degree to which the consultants' work would align with SIP's strategy and cultural priorities.

2.5 Notification of Award

Contract(s) will be awarded based on the evaluation of the RFP response, the finalist presentation or interview, and the satisfactory outcome of financial negotiations.

After the contracts have been awarded, SIP will notify the non-selected vendors.

SIP reserves the right to rescind an awarded contract in the event that claims or representations by the vendor of the winning submission are subsequently proven false or fraudulent. In the event that such action is necessary, SIP will be the sole arbiter of the selection of a new vendor, which may or may not include reissuing the RFP or selecting a previously submitted proposal.

2.6 Proposed Award Schedule

We recognize that due to circumstances beyond our control, we may need to adjust the schedule. We will notify all RFP recipients via email and update our website if the schedule changes.

- RFP released: April 28, 2021 by 5pm Eastern
- Requests for clarification due: May 7, 2021 by 5pm Eastern
- Proposals due: May 26, 2021 by 5pm Eastern
- Finalists notified: By June 1, 2021
- Finalist presentation or panel interview: June 3 or 4, 2021
- Proposed notification of award: By June 9, 2021

3.0 Scope of Work

3.1 Opportunity

This work needs to answer the question, “**How might we measure and communicate the impacts of an integrated system in a way that motivates sustainable investment in social innovation?**”

Existing System Analysis

Under current payment model, receipt of sector-specific funding discourages the coordination of dollars and limits providers’ ability to jointly address common risks and protective factors. Individual sectors often singularly consider their own investments and benefits, a situation commonly referred to as the “wrong pocket problem.”

Current sustainability metrics are largely funder-driven. As such, sustainability is measured by obtaining funder desired outcomes either as a contingency for continued funding (e.g., HUD CoC grants) or for receipt of promised funding (e.g., Pay for Success model). These models are generally sector-specific and do not consider costs or benefits from other domains. A notable exception includes the RobinHood foundation, although these cross-sector calculations are investment specific and non-systematic.

To ensure sustainability, the Systems Integration Project (SIP) requires an updated way to measure value. The desired approach leverages the SIP Data Ecosystem to implement formulas for shared accountability that will ultimately measure, and subsequently reduce, the financial and social cost of inaction and inefficiency over time. The value that is created could then be reinvested in neighborhoods and continued integration and innovation.

The Data Governance Working Team is tasked with designing an evaluation model that both defines shared accountability and accounts for transitions in risk, as defined by SIP’s shared language protocol. This evaluation framework will allow SIP to identify opportunities for returns on investment, as well as the capacity of the service delivery system to effectively respond to individual and population-level needs.

Using this information, SIP staff will develop a rationale for sustained investment and identify an appropriate business model from a crowded and emerging field that includes healthcare payment models, reinvestment from health care or other government services, anchor institutions, public revenues, public appropriations, mandates, and private investments.

The initial work of the Sustainability workstream includes the creation and adoption of a measurement framework, including the identification of process, outcome, and balance measures that prioritize shared accountability. Next, comes the creation and adoption of the Impact and Evaluation Strategy, to include the measurement framework, measurement protocols, and formulas to determine return on investment. The Impact and Evaluation Strategy will also outline the identification and acquisition of priority data sets, particularly when said data falls outside of the minimum data set defined via the design of shared language.

Implementation of the Sustainability workstream involves testing the measurement model, outreach to data holders, implementing, and monitoring measurement protocols to demonstrate impact.

The Project’s expansion stage requires SIP staff to develop a Sustainability Plan and Business Model that demonstrates impact, and using said plan to secure financial and in-kind resources from diverse sources that lead to sustainability of SIP investments beyond the life of the project.

The Sustainability and Business Model will be complete December 2022. Resource development will continue through March 2024.

The Project Director is accountable for development and implementation of a sustainability plan and requires support from the Data Scientist, Sr. Project Manager, and a Consultant who specializes in measuring social impact.

3.2 Why are we undertaking this work?

This work is important because we must convey the value of social innovation in a way that inspires funders, service providers, and community members to invest their tangible and intangible assets in the continuation of SIP's work. To reward integrated behavior, we need to articulate the benefits. Also, to encourage the necessary financial investment to keep the system integrated, we need a way to articulate what is the return to the system for integrating the system.

In the reimagined future state, the measurement model helps our community move away from sector-specific funding that drives siloes and poor outcomes and instead move toward a master contracting model so that funds can be allocated toward filling gaps. A current challenge with value-based payment is that the money goes directly and only to the health systems, and they are not subcontracting with Community Based Organizations to share the savings. Our proposed alternative is that savings generated from an optimized system could be reinvested in systems improvement and neighborhood development. Determining specifically how to reinvest savings is a key function of SIP's long-term governing body.

3.3 What must be delivered?

- Create a method of measuring return on investment for the integrated system
- Test (pilot) the method with various data sets
- Iterate and modify the method as needed
- Use the learning obtained from piloting to create a measurement strategy

In Scope:

- Prove or disprove the hypothesis that implementing an integrated system at scale results in tens of millions of dollars in savings/value across the spectrum of beneficiaries including payors, providers, and recipients of services
- Identify a consultant to lead the effort
 - Create algorithms to measure cost, benefits, and return
 - Identify what data we need to obtain to calculate return
 - Identify steps/contacts to acquire necessary data
- Connect to SIP shared language for measuring well-being across priority domains
 - Measure impact of moving individuals up/down levels of well-being from "Not Ok" to "Future Fine"
- Test measurement method
 - Consider measuring return on EPPI 1.0
 - Consider measuring return on Emergency Housing
 - Consider measuring return on DHS Transformation
- Answer the key questions
 - How many people were helped?

- How much savings was generated?
- Consider qualitative information – not just about dollars and cents
 - How is savings being used in a different way?
 - What barriers were removed?
 - What significant, system level improvements were made?

Out of Scope:

- Not a randomized control trial
- Not answering the question “Where should I invest?”

3.4 How will the project be delivered?

- Using both Agile and traditional project management methods
 - One-month sprint cycles will be used to plan and focus the work surrounding this effort
 - Consultant bound to complete obligations of the SOW and paid upon completion of payment milestones
- Leveraging existing SIP workstream and workgroup structure
 - In collaboration with stakeholders and members of the community including
 - Representatives who pay for services to be delivered (donors, insurers, government)
 - Representatives who receive services delivered (impacted community members)
 - Representatives who deliver services (service providers across health, human services, and education)

3.5 When will the project be delivered?

Table 1

| Phase | Major Activities | Timeframe (Budget) | Lead |
|-------------|---|---|--|
| Procurement | MWBE vendor search completed, RFQ conducted, Quotes received, Vendor selected, and Contract Executed | May 2021 | SIP Sr. Project Manager |
| Design | Consultant onboarded by Data Scientist, Consultant designs measurement model and presents proof of concept to Project Leadership for sign off | Payment milestone: Measurement model proof of concept designed and signed off | Consultant (supported by SIP Data Scientist) |
| Development | Consultant develops plan for piloting the model including identification of how necessary data will be acquired, Consultant advises Data Scientist about data source work and operating the model so that Data Scientist can become in-house subject matter expert, Consultant presents pilot plan for review, possible iteration and ultimately sign off by Project Leadership | Payment milestone: Measurement model developed and pilot plan including data acquisition plan signed off | Consultant (supported by SIP Data Scientist) |

| | | | |
|----------------------|--|--|--|
| Pilot Execution | Consultant executes pilot according to plan and provides regular monitoring updates to Project Leadership, Consultant identifies pilot results and insights that will inform measurement strategy | Payment milestone: Measurement model pilot executed per plan and strategy insights communicated to Project Leadership | Consultant (supported by SIP Data Scientist) |
| Strategy Development | Consultant collaborates with Data Scientist and Project Director to develop measurement strategy, Consultant presents strategy to Executive groups responsible for management and oversight of SIP | Payment milestone: Measurement strategy developed and presented to project leadership | Consultant (in collaboration with Project Director and SIP Data Scientist) |
| Evaluation/Close | PM closes contract with Consultant and ensures turnover of final assets, Data Scientist and Director facilitate implementation of measurement strategy and leverage strategy to establish sustainability model | December 2021- January 2022 | SIP Sr. Project Manager |

4.0 Vendor Response

4.1 Vendor Profile and Demographics

Provide a statement giving a brief history of your company, how it is organized and how its available products and resources will be used to meet SIP’s requirements. The vendor shall submit the following information:

- Vendor’s legal name, any applicable trade name, and address. The vendor shall also indicate what type of entity it is — for example, a corporation, a limited liability company, or a partnership.
- The name, address, telephone number and email address of the person to receive correspondence, and who is authorized to make decisions or represent the vendor in this procurement. Please state the authorized person’s capacity within the company.
- The total number of years the vendor has been in business and, if applicable, the number of years under the present business name. Indicate the number of years that the vendor has been providing consulting that meets the requirements of the RFP.
- A description of the vendor’s operations: facilities, business and objectives, geographic presence, and the number of employees. Indicate if the vendor is a NY State certified Minority or Women-Owned Business Enterprise.
- A description of the vendor’s Diversity, Equity and Inclusion practices including diversity hiring and supplier diversity initiatives.
- Approximate number of in-production implementations of the vendor’s work including general characteristics (e.g., applicable sectors, volume and type of data used)

4.2 References

The vendor should provide information about two past clients who agree to speak with SIP as references. References should be for clients with requirements similar to those of SIP. References should include information about the contract (date of contract execution, “go live” date and description of services provided).

If vendor is selected as a finalist, SIP will request contact information for the references identified in this section, as well as contact information for the customer’s project manager or other senior staff members familiar with vendor and the specific project. SIP reserves the right to contact these references and discuss their level of satisfaction with the vendor and its services.

4.3 Description of Solution and Pricing

The vendor should provide a one-page Executive Summary description of how they will approach the four stages outlined in Table 1 above and how that approach is informed by working on similar projects in the past.

SIP intends to award a fixed bid contract based on achievement of the four payment milestones identified in Table 1 above. The vendor should describe their proposed pricing for each of the four payment milestones and describe what is included and excluded in the quoted price.

4.4 Additional Considerations

Please share additional information that you would like SIP to consider when evaluating the proposal. Describe any other product or service capabilities not specifically mentioned in the RFP scope, that the vendor offers and may be of interest to SIP.



Working to bring innovative solutions to support families and individuals across education, health, and human services.

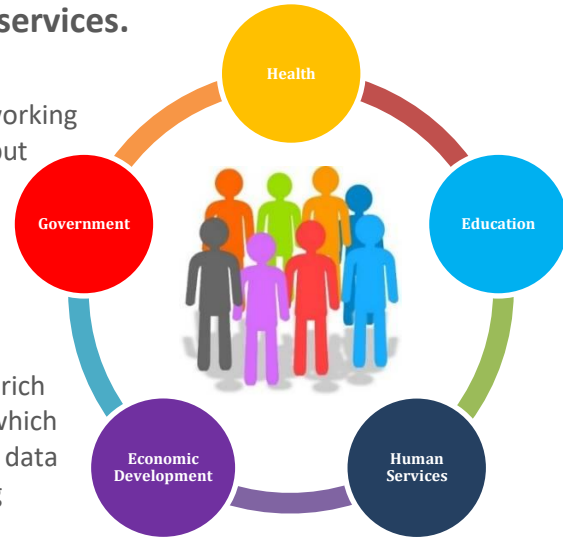
Community Collaboration

Through the Systems Integration Project, the greater Rochester community is working across a diverse network of committed providers and community members to put **people at the center of care** in an interconnected system of education, health, and human services. By coming together as a community, we will improve the **health and economic well-being** of individuals and families in Monroe County, especially those who are **vulnerable and/or impacted by poverty**.

Why Systems Integration

In 2015, IBM's **Smarter Cities Challenge** study found Rochester to be "program rich but results poor." It identified a number of changes needed to reduce poverty which included; realizing the potential of communities and neighborhoods, leveraging data for greater insight, coordinating services to optimize outcomes, and introducing preventive strategies to stop poverty before it starts.

The Systems Integration Project began its work in 2017 as a community-wide approach to creating lasting change. Upon the completion of this work, we will see strengthened person-centered community programs and an integrated data system empowering individuals and their care teams to provide better and more holistic care.



Creating a Future Shaped by Communities & Neighborhoods

- ❖ **People in our community are at the center of this project.** Individuals and organizations are working collaboratively to build an interconnected system focusing on addressing care in a personalized way. Throughout its design and development, a diverse group of community members are actively engaged for input and problem-solving. Access is being considered not just in a digital way, but through trusted community and neighborhood sites.

Making Better Decisions by Using Community Data

- ❖ **A secure data hub will be created** to help share information and coordinate care with personalized digital dashboards offering individuals and their chosen care teams a complete view of a person's needs (360° view). This includes self-directed assessments and empowering personal connections to education, health, and human service organizations in a user-friendly system. For families, multiple generations can be linked to keep their information together.

Key Info:

- Led by 40 Nonprofits Representing Education, Health & Human Services
- 12 Workgroups of Community and Subject Matter Experts
- Over 350 Engaged Volunteers
- 12 Full Time Staff

Coordinate Services for Better Outcomes

- ❖ **The Systems Integration Project will help improve access to needed services** by creating connections for individuals and families to programs and services based on their needs. This includes housing, food, health, employment, education, and more. This is made possible by collaborating with multiple organizations to learn and improve how people in our community can better access education, health, and human services.

Introducing Preventive Strategies to Stop Poverty Before It Starts

- ❖ When fully implemented, the Systems Integration Project will establish and improve coordinated cross-sector interventions by working with multiple organizations to support the transition of **individuals and families from crisis, to stable, to thriving**. It will also help connect individuals and families who are on the brink of crisis to support services before their needs become urgent.

Commitment to Equity

All staff and volunteers who are part of the Systems Integration Project formally and adamantly affirm their commitment to creating a re-imagined system that is **equitable, just, and anti-racist**. Participation from community members is actively sought and project components are evaluated through a community-led Equity Review process.

What is Success?

The overall success of the Systems Integration Project will be measured by the improved **health and economic well-being** of individuals and families in Monroe County, especially those who are **vulnerable and/or impacted by poverty**.

When individuals and organizations actively use the tools and resources created by the Systems Integration community network (implemented through March 2024), Monroe County residence will see:

- ❖ Individuals and families will be more empowered to advocate for their health and well-being.
- ❖ Information will be shared thoughtfully and confidentially so care teams can better respond to an individual's needs more holistically.
- ❖ Community trends will be better identified to shape programs and responses that best fit our community's unique needs.
- ❖ Services and programs will be more aligned and coordinated across all aspects of our community.
- ❖ Investments in our community will be better spent allowing more individuals and organizations in our community to thrive.

For more information or to connect with the Systems Integration Project email SystemsIntegrationProject@uwrochester.org.



MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the “Agreement”) is made as of _____, 2021 by and between United Way of Greater Rochester, Inc., a New York non-for-profit corporation (“UWGR”), and _____, a _____ company (“Company”).

1. Purpose and Background. UWGR and Company intend to exchange certain Confidential Information (as hereinafter defined) concerning themselves and their affairs for the purpose of evaluating a potential business relationship of mutual interest between the parties (the “Relationship”) relating to the Company and its application (the “Application”). The party that discloses any item of Confidential Information is referred to herein as the “Discloser” as to that item of Confidential Information. The party receiving such item of Confidential Information is referred to herein as the “Recipient” as to that item of Confidential Information. This Agreement is intended to allow the parties to discuss and evaluate the Relationship while protecting a Discloser’s Confidential Information against unauthorized use or disclosure. Each of the party’s agree and acknowledge that for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties have entered into this Agreement intending to be legally bound.

2. Definition of Confidential Information. “Confidential Information” means any oral, written, graphic or machine-readable information including, but not limited to, that which relates to Discloser’s business, assets, technology, methods, trade secrets, know-how, processes, data, specifications, techniques, improvements, inventions or other intellectual property that Discloser designates as being of a confidential nature or which under the circumstances surrounding disclosure and the nature of the information the Recipient reasonably should know that such information is intended to be treated as confidential or proprietary. Information shall be Confidential Information regardless of whether the information is in tangible or intangible form or whether the information is retained in the memory of Recipient or its agents. Confidential Information includes, for example and without limitation, Discloser’s financial information or data, marketing techniques and material, business plans and strategies, business operation and systems, pricing policies, information concerning employees, customers, and/or vendors, trade secrets, products, services, discoveries, inventions, improvements, research development, know-how, designs, plans, specifications, and products.

3. Nondisclosure of Confidential Information

(a) Recipient agrees not to use any Confidential Information disclosed to it by Discloser for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship. Recipient shall not disclose or permit disclosure of any Confidential Information of Discloser to any person, firm partnership, corporation, limited liability company or other legal entity of a third party (collectively, a “Person”), other than directors, officers, employees, consultants and agents of Recipient who are required to have the information in order to carry out the discussions regarding the Relationship (“Representatives”). Recipient has had or will have its Representatives who have access to Confidential Information of Discloser sign a nondisclosure agreement in content substantially similar to this Agreement. Recipient will cause its Representatives to observe the terms of this Agreement, and will be responsible for any breach of this Agreement by any of its Representatives. Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Discloser in order to prevent it from falling into the public domain or the possession of persons other than those Persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that Recipient utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care or as required by law or regulation. Recipient further agrees

to promptly notify Discloser in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Discloser's Confidential Information which may come to Recipient's attention.

(b) **Exceptions.** Notwithstanding the above, Recipient shall not have liability to Discloser with regard to any Confidential Information which Recipient can prove:

(i) was in the public domain at the time it was disclosed by Discloser or has entered the public domain through no fault of Recipient;

(ii) was known to Recipient, without restriction, at the time of disclosure, as demonstrated by writings in existence at the time of disclosure;

(iii) is disclosed with the prior written approval of Discloser;

(iv) becomes known to Recipient, without restriction, from a source other than Discloser without breach of this Agreement by Recipient and otherwise not in violation of Discloser's rights; or

(v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Recipient shall provide prompt notice of such court order or requirement to Discloser to enable Discloser to seek a protective order or otherwise prevent or restrict such disclosure.

4. No Publicity. Neither Party shall, without prior written mutual consent, disclose to any other person the fact that Confidential Information of Discloser has been and/or may be disclosed under this Agreement, that discussions or negotiations are taking place between the parties, or any of the terms, conditions, status or other facts with respect thereto, except as required by law and then only with prior notice as soon as possible to the other party.

5. No Modification. Recipient agrees that it shall not modify, reverse engineer, decompile, create other works from or disassemble any intellectual property contained in Discloser's Confidential Information unless expressly permitted in writing by Discloser.

6. No Duplication; Return of Materials. Recipient agrees, except as otherwise expressly authorized by Discloser, not to make any copies or duplicates of any Confidential Information. Any materials or documents that have been furnished by Discloser to Recipient in connection with the Relationship shall be promptly returned by Recipient, accompanied by all copies of such documentation, within ten days after (a) the Relationship has been rejected or concluded or (b) the written request of Discloser.

7. No Rights Granted. Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of Discloser, nor shall this Agreement grant Recipient any rights in or to Discloser's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the Relationship. Recipient agrees and understands that nothing in this Agreement (a) requires the disclosure of any Confidential Information, which shall be disclosed, if at all, solely at Discloser's option, (b) requires Discloser to proceed with the Relationship or any transaction in connection with which the Confidential Information may be disclosed, and (c) the Discloser shall remain the exclusive owner of its Confidential Information and all intellectual property rights therein.

8. **Term.** The foregoing commitments of each party shall survive any termination of the Relationship between the parties, and shall continue for a period terminating on the later to occur of the date (a) three (3) years following the date of this Agreement or (b) two (2) years from the date on which Confidential Information is last disclosed under this Agreement.

9. **No Warranty.** Discloser does not make any warranty, express or implied, as to any Confidential Information that it may provide hereunder, including without limitation as to the accuracy of the Confidential Information.

10. **Affiliates.** Recipient's obligations hereunder shall extend to its "Affiliates" which include any Person controlled by, controlling or under common control with Recipient. For purposes of this Agreement, "control" (including controlling," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership, whether being the individual owner or the beneficial owner as the term is defined in Rule 16a (1) of the Securities Exchange Act of 1934, as amended, of voting securities, by contract or otherwise.

11. **Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, provided that Discloser's Confidential Information may not be assigned without the prior written consent of Discloser. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

12. **Severability.** All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by a court of competent jurisdiction, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement shall be interpreted as if such invalid clauses or covenants were not contained herein.

13. **Independent Contractors.** Each of the parties are independent contractors, and nothing contained in this Agreement shall be construed to constitute a partnership, joint venture, co-ownership or otherwise as participants in a joint or common undertaking.

14. **Governing Law; Jurisdiction.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law. Each of the parties hereto consents to the exclusive jurisdiction and venue of the courts of Monroe County, New York.

15. **Remedies; Indemnification.** Each of the parties agree that the obligations of Recipient set forth in this Agreement are necessary and reasonable in order to protect Discloser and its business. The Discloser and Recipient each expressly agree that due to the unique nature of Discloser's Confidential Information, monetary damages would be inadequate to compensate Discloser for any breach by Recipient of its covenants and agreements set forth in this Agreement. Accordingly, Discloser and Recipient each agree and acknowledge that a violation or threatened violation of the confidentiality, non-competition and non-solicitation provisions contained herein shall cause irreparable injury to Discloser and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Discloser shall be entitled (a) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Recipient, without the necessity of proving actual damages, and (b) to be indemnified by Recipient from any loss or harm, including but not limited to attorney's fees,

arising out of or in connection with any breach or enforcement of Recipient's obligations under this Agreement or the unauthorized use or disclosure of Discloser's Confidential Information.

16. Amendment and Waiver. Any term of this Agreement may be amended with the written consent of Discloser and Recipient. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

17. Headings. The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement.

18. Presumptions. In construing the terms of this Agreement, no presumption shall operate in either party's favor as a result of its counsel's role in drafting the terms or provisions hereof.

19. Advice of Counsel. Recipient understands the legally binding nature of this Agreement. Recipient acknowledges that Recipient has been advised by the Discloser to review the terms of this Agreement with legal counsel of Recipient's choice and that Recipient has been given reasonable opportunity to seek such legal advice.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

21 Entire Agreement. This Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

[Signature Page Follows]

The parties have executed this Nondisclosure Agreement as of the date first above written.

UWGR:

UNITED WAY OF GREATER ROCHESTER, INC.

By: _____

Name: _____
(print)

Title: _____

Address: _____

COMPANY:

By: _____

Name: _____
(print)

Title: _____

Address: _____

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (M/WBE)
AND EQUAL EMPLOYMENT OPPORTUNITY (EEO)
POLICY STATEMENT

I, _____, the (awardee/contractor) agree to adopt the following policies with respect to the Systems Integration Project.

M/WBE

The Systems Integration Project has established a policy to promote the growth and development of Minority and Women Business Enterprises (M/WBE) and to improve opportunities for minorities and women and has adopted M/WBE goals and Minority Workforce Participation Goals that apply to professional services agreements with a maximum compensation exceeding \$10,000.

- I. The contractor agrees to actively diversify its workforce which includes direct hiring, internships and subcontracting with local M/WBE contractors. The contractor will encourage education, training, mentorship and support of local residents to promote growing the number of women and minorities that the contractor employs.
- II. The contractor shall submit a Workforce Staffing Plan, which, when approved by the Project Director, shall be incorporated into this Agreement as Exhibit D, detailing the percentage of the workforce utilized to perform the work of this agreement who will be either minority or women, including both the Contractor's workforce and that of any subcontractors who will be utilized. SIP requires that the contractor provide a Workforce Staffing Plan that demonstrates the contractor is effectively increasing the numbers of minorities and women working on this project. Contractor shall submit workforce utilization reports with each invoice or as otherwise requested by the SIP Director.
- III. If applicable, the Contractor shall submit an M/WBE Utilization Plan with respect to any subcontractors or suppliers used to perform the services under this Agreement, which, when approved by the SIP's Director, shall be incorporated into this Agreement as Exhibit E. Contractor shall submit M/WBE utilization and subcontractor/supplier payment certification on the SIP's forms with each invoice or as otherwise requested by the SIP Director.
- IV. Contractor's failure to submit M/WBE and subcontractor/supplier payment certification forms, if required, and the workforce utilization reports shall constitute a default in the performance of this Agreement. Such failure to meet the goals set in the Workforce Staffing Plan or the M/WBE Utilization Plan may result in disqualification from award of future contracts with the Systems Integration Project.
- V. In addition, the contractor will continue and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- i. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- ii. Request a list of State-certified M/WBEs from SIP Project Office and solicit bids from them directly.
- iii. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- iv. Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- v. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- vi. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that, if legally permissible, bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

Part of the Systems Integration Project's commitment to EEO is to take affirmative action to ensure that job seekers are recruited; job applicants are considered for employment opportunities; and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, or status as a qualified individual with a disability or Vietnam era or other protected veteran.

- I. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- II. This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- III. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

- IV. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

- V. This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this _____ day of _____, 2021

By: _____
(signature)

Name: _____
(print)

Title: _____