

**MEMORANDUM OF UNDERSTANDING
BETWEEN BRIDGES (F/K/A ROCKLAND INDEPENDENT LIVING CENTER)
and
ROCKLAND BOARD OF COOPERATIVE EDUCATIONAL SERVICES**

THIS MEMORANDUM OF UNDERSTANDING made this ___ day of April, 2021 by and between BRIDGES (f/k/a Rockland Independent Living Center), hereinafter referred to as "BRIDGES"), as the party of the first part, having its principal office at 2290 Palisades Center Drive, West Nyack, NY 10994 and the Rockland Board of Cooperative Educational Services (hereinafter referred to as "BOCES"), as the party of the second part, having its principal place of business located at 65 Parrott Road, West Nyack, New York 10994.

WITNESSETH:

WHEREAS, BOCES is authorized by law to contract for various services; and

WHEREAS, BRIDGES provides certain employment services to individuals who have disabilities and/or who were formerly incarcerated and /or are veterans as set forth.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Memorandum of Understanding, the parties hereto mutually agree as follows:

1. **TERM OF MEMORANDUM OF UNDERSTANDING**: This Memorandum of Understanding shall be in effect for the period starting April 15, 2021 and continuing through June 30, 2021, unless terminated earlier, as hereinafter set forth.

2. **SCOPE OF SERVICES**: BRIDGES shall provide BOCES with the following services.

Self-Advocacy

Self-advocacy is the ability to express thoughts, feelings, and beliefs; know and understand rights and responsibilities; take responsibility for decisions, choices and to exercise efforts to improve life situations. Self-advocacy for Employment services emphasize career and employment exploration; understanding a range of employment opportunities to choose from; recognizes personal strengths, talents, compensatory skills, including natural and family supports, and disability-specific accommodation needs;

disclosure of disability; learning employment rights under Title I of the ADA; and learning when and how to request reasonable accommodations. The desired outcome of this service is that the individual will attain a set of core skills needed to identify personal needs and wants as they relate to career and employment exploration. At the conclusion of this service, participants will actively demonstrate a set of competencies and acquired skills that will enable them to navigate through their employment-related challenges. These personal criteria will then empower an individual to develop an individualized plan of strategies in preparation to engage and fully participate in the career development and employment process

Soft Skills Development

Essential to having a successful employment outcome is to possess the soft skills that all jobs require in their day-to-day operations. Developing these soft skills - such as social skills, communications skills, social and emotional intelligence, adaptability, and other personal attributes needed in a work setting - is often the first step in preparing an individual to advocate for themselves in the workplace. Program Advocates at BRIDGES work with those we serve to develop their soft skills as a foundation upon which they can learn the benefits of constructively expressing their thoughts, feelings and ideas at any stage of the job development process. Program Advocates find proactive and positive techniques to equip those we serve with the tools to make effective decisions, advocate on their own behalf, and understand the importance of self-advocacy in being successful at a job.

Effective Communication Development

Communication is the most important aspect of self-advocacy. In order to successfully advocate on the issues that affect each person we serve, the communicative skills of the person must be effective in highlighting the subject at hand and possible solutions to any associated concerns. Effective communication may include knowing the right time to address an issue, how to communicate a situation objectively, utilizing active listening skills, communicating clearly and concisely, exercising empathy, understanding and respect, and knowing how to communicate in an appropriately assertive way if needed. Program Advocates develop these effective communication skills through conversational exercises, mock interviews, scenario role plays, information sessions, workplace behavior trainings, advocacy releases and other related methods that prepare the person served to use these skills in order to self-advocate.

Understanding the ADA and Disability Disclosure Including how to ask for Reasonable Accommodations

A common concern for people with disabilities who are working or interested in pursuing work is whether or not to disclose their disability and what legal protections and/or recourse the Americans with Disabilities Act (ADA) provides. Educating individuals on the ADA, disclosure and confidentiality laws keeps those we serve informed and instills the confidence needed to self-advocate with respect to employment. Program Advocates also educate those we serve about reasonable accommodations,

essential job functions, employment customization and how to assert control and support their own self-advocacy. The goal is to ensure those served are informed and can utilize this information in the workplace to promote autonomy and effective self-expression.

Reasonable Accommodations

Successful employment outcomes may be the result of reasonable accommodations that are made by employers to maximize the productivity of their staff while creating an environment that best enables their employee(s) to fulfill their job responsibilities. These reasonable accommodations, as agreed upon between employer and employee, can be highly rewarding for both parties. Therefore, it is important to keep those who may need these accommodations informed so they can determine if an accommodation would benefit them and how to advocate for such accommodations. Program Advocates connect people served with resources such as the job accommodations network, common reasonable accommodations, techniques on requesting accommodations, and learning how accommodations can improve the quality of the workplace.

Supports Systems

Support systems at the work place involve connections, relationships, and networks of co-workers, employers, vocational rehabilitation counselors, job developers, family and/or friends to promote successful employment outcomes for employees. These relationships and supports are valuable assets to workers and can help advance professional growth and empower individuals to advocate on their own behalf. Program Advocates function in the role of job developers, an essential factor in support systems that encourage success at the workplace. Program Advocates encourage developing relationships and supports by connecting those served with natural supports inside and outside the workplace and providing useful supports that prevent barriers to employment from undermining success at work and empowering individuals to exercise self-advocacy.

Non-employment Self-Advocacy

Often the issues that affect people outside the workplace have an indirect or direct impact on their employment. Concerns related to transportation, benefits, housing, education and others can pose a threat to success at the job. Program Advocates work with individuals to develop the self-advocacy skills in areas of problem solving and conflict management to minimize negative impacts on work performance. Program Advocates provide guidance in navigating supports so they can use the information to advocate on their own behalf.

Acceptable Work and Social Conduct in the Workplace

Workplace conduct consists of the expectations and guiding principles for appropriate behavior at work that is consistent with the employer's mission and acceptability standards. While some of what is considered acceptable workplace conduct varies from employer to employer, there are

basic expectations of what is considered appropriate conduct at work across all places of employment. Program advocates and coordinators work with the person served to assess their level of soft skills and determine which, if any, deficits exist as it relates to acceptable work conduct. If the individual would benefit from workshops on soft skills, the program advocate or coordinator refers the individual to those services. If an individualized work readiness development is more appropriate, the advocate or coordinator works with the person served to develop the soft skills required to have a successful work outcome. Role playing, social exercises, understanding appropriate behavior and employer expectations, establishing in-house or outside volunteering experiences to test development of skills in action, implementing curriculum-based learning experiences, learning how to interact with a job coach at the workplace, teaching the tools needed to retain a job, goal-setting tools on maintaining a healthy work life balance and other skill development exercises not aforementioned are all part of preparing people served with the tools to confidently enter the workforce.

Resume Skills Development and Preparation

Preparing individuals interested in entering the work force includes providing them with tools to effectively explain what skills, education, volunteer and/or work experiences makes them an ideal candidate for the position to which they are applying. This often comes in the form of resumes, curriculum vitae (CV), cover letters, and/or simply preparing an individual to be a comprehensive historian of their professional past or an effective communicator of exceptional skills they possess to potential employers. Program advocates and coordinators work with those served to prepare these tools such that an individual is more marketable, prepared and confident in seeking employment. Whether in a workshop setting or on an individualized basis, program advocates and coordinators provide this pre-employment service to best serve the individual's job development needs and prepare them with skills that they can use on their own to enter the workforce with confidence and awareness while advancing their autonomy in the process.

BRIDGES will provide the following case management services to Rockland Works Career Center clients who have disabilities, are formerly incarcerated, and/or are veterans

Conducts intake and assessments for potential participants to determine eligibility and suitability for vocational, educational, and employment programs offered through Rockland Works and partners

Approves, monitors, and oversees participants in various programs and activities, including high school equivalency and vocational classes; provides assistance to participants, including referral to other agencies and placements in training programs and/or supportive services

Facilitates educational workshops for participants on workplace skills such as resume writing, leadership, and professional development; conducts job searches and one-on-one resume building meetings

Participates in informational meetings with students/clients and/or agencies or service providers regarding vocational training efforts and employment opportunities in the community

Maintains participant program records, both hard files and OSOS records; develops and updates individual employment plans; completes reports and compiles statistic, as required;

Interfaces with other agencies such as ACCES-VR to support individuals with disabilities and those who have been involved with the justice system

Performs job matching and referrals for businesses affiliated with Rockland Works

Attends regular sessions with immediate supervisor, and staff meetings as well as any other agency-related activities or program-related meetings offsite

Completes regular monthly and statistical reports, and fulfills reporting requirements as defined by WIOA

Develops and maintains good communication with other programs and BOCES divisions to facilitate intra-agency referrals and collaboration

Working directly with Rockland Works staff, Bridges will be providing the aforesaid services on-site at Rockland Works three times per week where workers and clients will have full access to its resources.

All services shall be provided in strict compliance with law.

3. **PAYMENT SCHEDULE:** In full consideration for the services to be rendered by BRIDGES to BOCES for the term of this Memorandum of Understanding, BOCES shall pay BRIDGES, using WIOA Title 1 funding, a total fee of Ten Thousand Four Hundred Sixteen Dollars (\$10,416.00) in three installments, each in the amount of \$3,472.00, with the first such payment due on May 1, 2021, the second one due on June 1, 2021 and the third one due on June 30, 2021.

4. **INDEPENDENT CONTRACTOR:** BRIDGES acknowledges that it will not hold itself, its officers, employees and/or agents out as employees of BOCES. BRIDGES is retained by BOCES only for the purposes and to the extent set forth in this Memorandum

of Understanding, and its relationship to BOCES shall, during the periods of its services hereunder, be that of an independent contractor. BRIDGES shall not be considered as having employee status and shall not be entitled to participate in any of BOCES's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs. Similarly, BRIDGES, its officers, its employees and/or agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by BOCES. BRIDGES agrees that this Memorandum of Understanding does not confer benefits of any nature whatsoever upon it other than payment for services provided herein. BRIDGES shall not assert any claim for additional benefits of any nature, including, but not limited to, unemployment compensation benefits, by reason of the services to be performed pursuant to this Memorandum of Understanding. BRIDGES shall not be entitled to assert any claim to entitlements pursuant to any collective bargaining agreement now or hereafter in effect between BOCES and its employees.

Bridges will be providing their own supplies and materials.

5. COMPLIANCE WITH LAW AND ALL APPLICABLE STANDARDS:

BRIDGES understands and agrees that it is responsible for complying with all WIOA, federal and state law, regulations, directives and rules relating to the services being provided.

The Director of Rockland Works will review the Rockland Works WIOA Title 1 Policy and Procedure Manual with Bridges.

BRIDGES will be held to the performance measure standards that are set by NYS DOL for Rockland County. As a sub-recipient, an annual review of the services provided by BRIDGES will be conducted by Rockland Works. This includes an evaluation of the performance measure standards and failure to meet these standards will result in corrective action. If corrective action is not taken, this agreement may be terminated.

6. **INSURANCE** Notwithstanding any terms, conditions or provisions, in any other writing between the parties, BRIDGES hereby agrees to effectuate the naming of Rockland BOCES as an unrestricted additional insured on the BRIDGES's insurance policies, with the exception of Workers' Compensation.

The policy naming Rockland BOCES as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred.
- Provide for 30 days notice of cancellation.
- State that the BRIDGES's coverage shall be primary and non-contributory coverage for Rockland BOCES, its Board, employees and volunteers.
- Rockland BOCES shall be listed as an additional insured by using endorsement CG 20 10 4/13 or broader.
- The certificate must state that this endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.

BRIDGES is required to have in effect throughout the term of this Memorandum of Understanding (a) **Commercial General Liability Insurance** in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate; (b) **Workers' Compensation – Statutory Workers' Compensation and Employers' Liability** insurance for all employees; © **Excess Insurance** in the amount of \$1,000,000 each occurrence and aggregate on a "follow-form" basis.

BRIDGES agrees to indemnify Rockland BOCES for any applicable deductibles.

7. **TERMINATION NOTICE**: This Memorandum of Understanding may be terminated by BOCES by giving thirty days' written notice to BRIDGES and by BRIDGES by giving thirty days' written notice to BOCES.

8. **CONFIDENTIALITY:** BRIDGES, its employees, and/or agents agree that all information obtained in connection with the services provided for in this Memorandum of Understanding is deemed confidential information. BRIDGES, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Memorandum of Understanding. BRIDGES further agrees that any information received by BRIDGES, its employees, and/or agents during the course of the services provided pursuant to this Memorandum of Understanding which concerns the personal, financial, or other affairs of BOCES, its employees, agents, clients, and/or students will be treated by BRIDGES, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. All Bridges staff will review and sign Rockland Works' confidentiality document.

The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Memorandum of Understanding.

9. **NOTICES:** Any notices to be given under this Memorandum of Understanding by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

Notice shall be delivered or mailed to:

Carlos Martinez
CEO/Executive Director
BRIDGES
2290 Palisades Center Drive
West Nyack, New York, 10994

Christopher D'Ambrose
Executive Director of Adult Education and Continuing Education
Rockland Board of Cooperative Educational Services
131 N. Midland Avenue
Nyack, NY 10960

10. **ASSIGNMENT OF MEMORANDUM OF UNDERSTANDING:** BRIDGES shall not assign, transfer or convey any of its respective rights or obligations under this Memorandum of Understanding without the prior written consent of BOCES.

11. **DISCRIMINATION:** Services provided pursuant to this Memorandum of Understanding shall be provided without regard to race, creed, color, sex, sexual orientation, national origin, religion, age or disability.

12. **GOVERNING LAW:** This Memorandum of Understanding shall be governed by the laws of the State of New York.

13. **SEVERABILITY:** If any term, provision covenant or condition of this Memorandum of Understanding, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Memorandum of Understanding and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

14. **NO PRIOR MEMORANDUM OF UNDERSTANDING:** This Memorandum of Understanding constitutes the full and complete Memorandum of Understanding between the BOCES and BRIDGES, and supersedes all prior written and oral agreements, commitments or understandings with respect thereto. This Memorandum of Understanding may not be altered, changed, added to, deleted from or modified except through the mutual written consent of the parties.

15. **MEMORANDUM OF UNDERSTANDING CONSTRUCTION:** This Memorandum of Understanding has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

16. **REPRESENTATIONS AND WARRANTIES:** BRIDGES represents and warrants: (1) that BRIDGES has no obligations, legal or otherwise, inconsistent with the terms of this Memorandum of Understanding; (2) that the performance of the service to be

provided in this Memorandum of Understanding does not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; and (3) that BRIDGES has not entered into or will not enter into any Agreement (whether oral or written) in conflict with this Memorandum of Understanding.

17. **AMENDMENT**: The Memorandum of Understanding will be reviewed and modified according to changes in the WIOA legislation.

This Memorandum of Understanding may be amended only in writing and signed by the parties.

18. **NONWAIVER**: No action or failure to act by BRIDGES or BOCES shall constitute a waiver of a right or duty afforded them under the Memorandum of Understanding, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

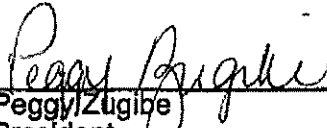
19. **AUTHORITY TO ENTER MEMORANDUM OF UNDERSTANDING**: BRIDGES hereby represents and warrants that it has full legal rights, power and authority to enter into this Memorandum of Understanding and to be bound with respect to the obligations enforceable against him in accordance with its terms.

20. **COUNTERPART ORIGINALS**: Memorandum of Understanding may be executed in one or more counterparts, each of which once executed and delivered shall be deemed an original but all of which when taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding the day and year first above written.

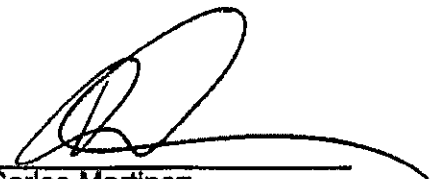
ROCKLAND BOARD OF COOPERATIVE
EDUCATIONAL SERVICES

Date: April , 2021

By: 
Peggy Zugibe
President

BRIDGES (F/K/A ROCKLAND INDEPENDENT LIVING
CENTER)

Date: April, 2021

By: 
Carlos Martinez
CEO/Executive Director