



# ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

Gerald J. Fiorini  
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(315) 798-5900

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(315) 798-5901

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## COMMUNICATIONS WITH DOCUMENTATION December 15, 2010

(Correspondence relating to upcoming legislation, appointments, petitions, etc)

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## ONEIDA COUNTY BOARD OF LEGISLATORS

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*Gerald J. Fiorini, Chairman ♦ 800 Park Avenue ♦ Utica, New York 13501*  
*Work Phone: 798-5900 ♦ Home Phone: 337-9045*

December 8, 2010

Board of Legislators  
800 Park Ave.  
Utica, NY 13501

Honorable Members:

Please find the attached letter from Finance Commissioner Anthony Carvelli (Docket Number 2010-436). This request will be in your Communications packet on December 15<sup>th</sup>. It was considered by Internal Affairs on December 6<sup>th</sup>; so therefore, it will appear on the Ways and Means Agenda and the Full Board agenda on Wednesday, December 15, 2010. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Gerald J. Fiorini".

Gerald J. Fiorini  
Chairman



ONEIDA COUNTY

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC - 3 PM 2:00

November 30, 2010

FN 20-10-446

INTERNAL AFFAIRS

RECEIVED  
NOV 30 2010  
ONEIDA COUNTY ATTORNEY

Mr. Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**WAYS & MEANS**

Dear Mr. Picente:

On Thursday, November 18, 2010, the Oneida County Finance Department received bids on various tax delinquent properties. Attached, please find a list of the highest offers received that evening. Initially we started with over 60 properties. Since our last auction held in September 2010, collection efforts have resulted in recovering over \$340,000 in delinquent taxes.

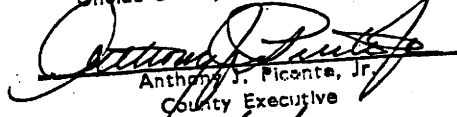
We would also like to personally thank the county maintenance staff, the Sheriff's Department for providing security, and County Legislator Les Porter who generously donates his time as auctioneer.

We recommend full Board consideration of the attached bids for approval and respectfully request that you forward same at your earliest opportunity.

Sincerely yours,

  
Anthony Carvelli  
Commissioner of Finance

Reviewed and Approved for submission to the  
Oneida County Board of Legislators by

  
Anthony J. Picente, Jr.  
County Executive

Date 12/2/10

AC/bad

cc: ~~Gerald Fiorini, Chairman, Oneida County Board of Legislators~~  
~~Linda Dillon, County Attorney~~  
File

Nov 18, 2010 Auction

BID #	NAME	SWISS	TAX NUMBER	CD	TOWN/CITY	ADDRESS	Paddle	BIDDER	Bid Amt	Taxes Due
10-3-37	City of Utica	1600	330.025-3-40	LU	Utica	1616 Miller St	16	Olivares, Omar A	\$100	\$2,412.32
10-3-05	Fayad, Rabib M	2289	362.003-1-3	MY	Augusta	Knoxboro Rd	21	Reiter, Brett R	\$100	\$1,367.65
10-3-27	City of Utica	1600	318.080-1-14	NU	Utica	1564 Kemble Street	36	Gudnyy, Ruslan & Vasily	\$13,000	\$1,940.45
10-3-22	Suncar Enterprises	4889	328.010-1-23	PJ	New Hartford					\$542.58
	Suncar Enterprises	4889	328.010-1-24	QC	New Hartford					\$542.58
	Suncar Enterprises	4889	328.010-1-25	QV	New Hartford					\$797.17
10-3-23	Suncar Enterprises	4889	328.010-1-26	RO	New Hartford	Thomas Rd	128	Foxwell, Erik G	\$200	\$797.17
10-3-04	Fayad, Rabib M	5089	359.013-1-17	TD	Paris	Thomas Rd	128	Foxwell, Erik G	\$100	\$542.58
10-3-12	Fayad, Rabib M	5089	386.001-1-43	QV	Paris	2989 Mill Lane	62		\$100	\$2,889.94
10-3-16	Hollibaugh, Dianne C	2000	168.001-2-21	KE	Annsville	9571 Summit Rd	25	Farrell, Dana W	\$100	\$3,144.86
10-3-14	Fayad, Rabib M	5289	142.002-2-86	UA	Remsen	Church St	23	Schoen, Timothy F	\$1,000	\$1,029.71
10-3-13	Fayad, Rabib M	5289	142.002-4-1	MB	Remsen	Forest Pl	28	Ferguson, Lucinda M & Jeffrey	\$300	\$427.10
10-3-06	Fayad, Rabib M	5289	142.002-5-5	PP	Remsen	Mackinaw St	15	Lorenzo Properties of NY LLC	\$2,400	\$1,297.75
10-3-02	Fayad, Rabib M	5289	142.002-5-74	TS	Remsen	Susquehannah St	40	Bowman, Courtney L	\$100	\$404.80
10-3-28	Fayad, Rabib M	5289	142.002-5-75	UL	Remsen	Kanoaloka St	27	Roberts, Kenneth E	\$300	\$427.10
10-3-15	City of Utica	1600	318.081-2-21	NJ	Utica	1518 Miller Street	26	Peñe, Eileen	\$3,100	\$3,081.81
10-3-11	Fayad, Rabib M	5289	142.002-5-8	RU	Remsen	Susquehannah St	40	Bowman, Courtney L	\$250	\$427.10
10-3-33	City of Utica	1600	318.032-1-9	PO	Utica	Tuscarrora St	62	Jones, Robert D	\$150	\$895.97
10-3-17	Hollibaugh, Dianne C	6200	309.015-1-25	OO	Verona	2 Saratoga Street	74	Williams, Michael R	\$1,000	\$2,664.42
10-3-18	Karas, Andrew	1600	318.056-3-57	VM	Utica	Sconondua Rd	40	Bowman, Courtney L	\$1,200	\$9,925.23
10-3-26	City of Utica	1600	318.065-1-35	RJ	Utica	1331 Sunset Ave	30	Lamanna, Anthony J	\$10,500	\$7,896.72
10-3-07	Fayad, Rabib M	6401	236.019-3-13	PQ	V Sylvan Bch/Vient	1216 Elm Street	152	Avila, Manuel	\$9,000	\$945.33
10-3-09	Fayad, Rabib M	7089	304.000-2-27	PP	Whitestown	21st Avenue	32	Lewicki, Kyle A	\$1,500	\$1,615.94
						Westmoreland Rd	22	Frank, James J	\$100	\$409.80



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

**ANTHONY J. PICENTE, JR.**  
County Executive  
ce@ocgov.net

ONEIDA COUNTY OFFICE BUILDING  
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FN 20 10 - 438

December 7, 2010

Board of Legislators  
Oneida County  
800 Park Avenue  
Utica, New York, 13501

**ECONOMIC DEVELOPMENT  
& TOURISM**

Honorable Members:

**WAYS & MEANS**

I enclose herewith a memorandum from Steven J. DiMeo, President of Mohawk Valley EDGE, requesting approval of a "Supplemental Agreement Allocating PILOT Payments" on the Family Dollar project at Griffiss Business Park.

What is being proposed by EDGE is that the Family Dollar PILOT Allocation Agreement, signed by the respective taxing jurisdictions in 2005, be supplemented by language relating to the allocation of the County's share of the PILOT payments only. This supplemental language would allow OCIDA to remit to EDGE a portion of the County's share of such Family Dollar PILOT payments to reimburse EDGE for costs associated with the development of the Marcy NanoCenter at SUNYIT project.

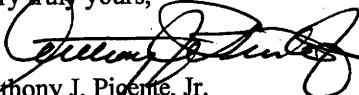
The proposal provides that a portion of our PILOT payments (\$1,778,592.12) for the years 2011-2019 will to be sub-allocated to EDGE for the purposes more fully set in Mr. DiMeo's memorandum. During those same years, Oneida County would receive \$705,829.07 (assuming the 2011 County tax levy and the current assessment on the Family Dollar land and building)

Obviating the need to appropriate additional funds or bond for developmental purposes, the County would be making these funds available to address additional capital improvements and permitting and regulatory issues that are impacting EDGE's ability to maximize the development of the Marcy NanoCenter at SUNYIT.

I respectfully request that the Board of Legislators consider approving this Supplemental Agreement Allocating PILOT Payments at its earliest convenience. I endorse this proposal as a means to assist EDGE in developing this project which has the potential to create high tech jobs and attract a professionally trained workforce to the Mohawk Valley. This is one of the express missions of the Mohawk Valley EDGE and the County has the opportunity to partner with EDGE in making this happen.

I thank you for the Board's kind attention to this request.

Very truly yours,

  
Anthony J. Picente, Jr.  
Oneida County Executive


Cc: Steven J. DiMeo, President  
Mohawk Valley EDGE

2010 DEC 12 AM 9:21  
RECEIVED  
ONEIDA COUNTY LEGISLATURE



ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION  
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315-338-0393 • 800-765-4990 • FAX 315-338-5694  
E-Mail: info@mvedge.org • www.mvedge.org

MEMO TO: Oneida County Board of Legislators

FROM: Steven J. DiMeo, President Mohawk Valley EDGE 

DATE: December 6, 2010

CC: Anthony Picente, Oneida County Executive  
Executive Committee, Mohawk Valley EDGE  
Jef Saunders, Counsel for EDGE

RE: Supplemental Agreement Allocating PILOT Payments – Oneida County Share of Family Dollar PILOT for the Marcy NanoCenter at SUNYIT Project

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Attached is a proposal requesting approval of a "Supplemental Agreement Allocating PILOT Payments" on the Family Dollar project that was approved in 2005.

This proposed Supplemental Agreement would allow a further sub-allocation of a portion of the Family Dollar PILOT received by Oneida County, and allow a portion of the County PILOT payments to be remitted from OCIDA to Mohawk Valley EDGE for reimbursements costs associated with the Marcy NanoCenter at SUNYIT project. The reimbursement would include capital expenditures, related engineering, legal and permitting costs, property acquisition and payments from EDGE to Fort Schuyler Management Corporation for the development rights associated with the 311 acre site. Additionally, the sub-allocation of the County PILOT payments per this Supplemental Agreement would be available to reimburse EDGE for costs associated with the engineering design and permitting costs associated with the 11,300 LF in required upgrades for the County Interceptor that runs from River Road to the Sewage Treatment Plant and finalizing plans for addressing issues associated with the Sewer Consent Order and Combined Sewer Overflow issue that impacts the development of the Marcy NanoCenter project.

The Supplemental Agreement would not impact the existing allocation of PILOT payments for the City of Rome or the Rome City School District and only applies to the allocation of PILOT payments for Oneida County. All payments currently required to be made to the City of Rome and Rome School District would remain in place.

1. **Background:**

Under the 2005 Allocation Agreement, a PILOT Agreement was entered into with Family Dollar. Under the terms of the 2005 PILOT Family Dollar remits to the Oneida County Industrial Development Agency (OCIDA) 100% of all taxes due and owed in the form of a PILOT. This was for years 1-10.

For years 11-15, the PILOT Agreement required Family Dollar to remit 66.7% of all taxes due and owed based on the applicable assessment and combined tax levy then in effect for the City of Rome, Rome City School District and Oneida County.

The current Allocation Agreement approved by all three taxing jurisdictions allows OCIDA to remit to Griffiss Local Development Corporation (GLDC) a portion of the total PILOT collected from the Family Dollar PILOT payments to amortize \$6.324 million in debt financing incurred by GLDC for site development improvements, road (Perimeter Road) and infrastructure improvements, engineering and other related development costs that were required to support the construction of the 907,000 SF Family Dollar Distribution Center that is situated at Griffiss Business & Technology Park.

Under the current Agreement Allocating PILOT Payments, Family Dollar's 2010 PILOT obligation totals \$2,729,243.79 based on the current assessment on the land and building and the current (2010 for City and County and 2010-2011 for Rome City School District) combined tax levy for all three taxing jurisdictions. Including the 2010 PILOT obligation, Family Dollar has remitted since 2006 or is due to remit \$10,990,157.09 in PILOT obligations of which \$7,620,523.05 was remitted pro-rata to the taxing jurisdictions and the balance was allocated to GLDC to cover principal and interest payments on the financing incurred for the project.

Annual remittances to GLDC will be \$842,408.51/year for 2011-2015; \$700,874.42 in 2016; \$32,908.20/year for 2017-2020 and \$10,969.40/year in 2020.

The Oneida County portion of the total PILOT obligation for 2010 amounted to \$419,269.55 (Oneida County's pro-rata share of the combined tax levy represents 15.5% of the total combined tax levy). Based on the PILOT amount due and owed, GLDC received \$842,408.51 to meet debt service obligations on the project and the taxing jurisdictions are required to receive \$1,860,277.75.

Of the \$419,269.55 remitted on the County PILOT obligation, OCIDA remitted \$130,683.40 to GLDC and the balance, \$288,586.14 was remitted to Oneida County pursuant to the provisions set forth in the 2005 Agreement Allocating PILOT Payments.

## **2. Supplemental Agreement Allocating PILOT Payments – Portion of PILOT to Oneida County:**

The Supplemental Agreement would add a new sub-allocation category as it relates solely to the County portion of the Family Dollar PILOT obligation. The Supplemental Agreement would allow OCIDA to reimburse EDGE for development costs associated with the development of the Marcy NanoCenter at SUNYIT project using a portion of the County PILOT payment that currently is remitted to Oneida County after the allocation to GLDC.

For the period of 2011 through 2015, EDGE would be authorized to receive \$249,470.52/year out of the allocation that would normally be remitted to Oneida County, and for the period of 2016 – 2019, OCIDA would be authorized to remit to EDGE \$132,809.88/year from the balance of the Family Dollar PILOT due to Oneida County.

The remaining balance would be remitted by OCIDA to Oneida County. Assuming the current assessment and the 2011 County tax rate, the amount that would be remitted to Oneida County would be \$45,053.49/year. Due to balloon payments on the GLDC debt, the amount to be remitted to Oneida County in 2016 would be \$41,938.34/year (assuming the 2011 County tax rate and the current assessment). In years 2017-2019, Oneida County – again assuming the current tax rate and assessment - would receive \$132,809.88/year (using the current tax levy and assessment).

The net effect is that with the Supplemental Agreement Allocating PILOT Payments, Oneida County would be allowing \$1,778,592.12 for the years 2011-2019 to be sub-allocated to EDGE and Oneida County would receive \$705,829.07 (assuming the 2011 county tax levy and current assessment on the Family Dollar land and building).

### **3. Additional County/EDGE Investment in Marcy NanoCenter at SUNYIT Project:**

The sub-allocation of a portion of the County PILOT from the Family Dollar project to EDGE would be invested in the development of the Marcy NanoCenter project. EDGE would leverage these funds with \$24.0 M in State funds to support certain capital expenditures associated with the development of the Marcy NanoCenter project.

State funds are currently earmarked for the wetlands mitigation improvements, Construction of the Edic Road Bypass, extension of water and sewer to the site, payments to Fort Schuler Management Corporation pursuant to the Project Development Agreement (payments for ground rent, PDA Fees, and reimbursements for certain capital expenditures related to the Computer Chip Commercialization Center that is to be developed through Fort Schuyler Management Corporation), property acquisition and purchase of easements, site development improvements on the 311 acre MNC site, engineering and permitting costs, and relocation of power lines.

An additional \$3.2 million has been earmarked (from 2001 to the present) from non-state sources (EDGE, OCIDA and National Grid). This investment has gone for pre-permitting (wetlands permitting, Generic Environmental Impact Statement, engineering studies, site planning, legal and marketing).

EDGE has completed engineering design for a portion of the infrastructure improvements (Edic Road Bypass, water and sewer extensions, and wetlands mitigation plan improvements). EDGE expects to let bids on the infrastructure improvements shortly so that construction can commence in the spring. The wetlands mitigation work will begin once the final unvalidated Section 404 permit is proffered.

Other than a preliminary Engineering evaluation completed by EDGE, no funds are currently earmarked to handle the design and permitting on the upgrades to the County Interceptor sewer line, which is a critical component in the ability to secure development for the site.

EDGE would need to undertake the engineering design and permitting approvals for replacement of 11,300 LF of the County interceptor to have the front end design work completed so that replacement of the County interceptor could be undertaken concurrent with a potential development project at the Marcy NanoCenter site, where projected discharges would exceed the current design capacity of the County Interceptor. Replacement of the County interceptor is estimated to cost \$8.14 million (stated in 2007 dollars). The estimated engineering and permitting costs would likely cost an additional \$814,000.

**NYSDEC will allow EDGE to construct a dry pipe (MNC site to River Road with no connection) to allow construction to commence.** However, additional work will be required to allow an end user to hook up to this sewer.

The stumbling blocks include:

- Improvements to the County Interceptor to address concerns about sewer capacity; and

- The Sewer Consent Order with NYSDEC and the Combined Sewer Overflow (CSO) issues with Utica.

It is necessary for EDGE to work with the County and City to resolve questions of sewer capacity and discharges into the Mohawk River in order to effectively create a development site that could service potential end users on this site and address capacity issues with the county interceptor.

As a result, the Supplemental Agreement would enable EDGE to undertake the engineering design and permitting on the replacement of the County Interceptor line so that this design and permitting is in place and would not interfere or create potential uncertainty to an end user who would consider selecting the Marcy NanoCenter site.

In addition, EDGE will be involved in coming up with a regional financial solution to address the other fundamental issues that would potentially preclude the full development potential of this site and meet the economic development objectives that are being targeted through this project. Both Utica and the County have prepared Long Term Control Plans to address NYSDEC concerns. EDGE would look to develop a financing plan for a regional improvement(s) that would alleviate current concerns and create capacity so that regional economic development can occur and not be impeded by the current regulatory stumbling blocks that stand in the way of the full economic development of this site.

EDGE is aggressively marketing the Marcy NanoCenter at SUNYIT site and lead interest has emerged. This will intensify once Fort Schuyler Management Corporation commences construction on the Computer Chip Commercialization Center and Center for Advanced Technology Projects (185,000 SF of academic, business accelerator space and clean room facilities). Construction on these facilities will commence in the spring and the new buildings will be completed by 2013.

The region will never realize the full benefits and potential from the Marcy NanoCenter and Computer Chip Commercialization Center unless this critical issue is dealt with now. This industry is very hesitant to about permitting uncertainties or infrastructure deficiencies. The sub-allocation agreement that is before the County will enable the County Interceptor issue to be addressed – at least the permitting and engineering design component and EDGE will be fully engaged in creating a workable financing plan to address questions concerning sewer capacity at the treatment plant and discharges into the Mohawk River.

#### **4. Summary:**

Approval of the Supplemental Agreement Allocating PILOT Payments leverages an incremental portion of the PILOT allocation currently slated to be received by Oneida County and in turn vests these funds with EDGE for the Marcy NanoCenter at SUNYIT project. Specifically funds would be available to help address additional permitting and regulatory issues that impact the ability to maximize the development potential of the Marcy NanoCenter site and complete other project elements that will enable this project to come to fruition and maximize market opportunities that are being pursued.

## SUPPLEMENTAL AGREEMENT ALLOCATING PILOT PAYMENTS

**THIS SUPPLEMENTAL AGREEMENT ALLOCATING PILOT PAYMENTS** (this "Agreement"), dated as of January 1, 2011 (the "Effective Date"), is by, between and among **COUNTY OF ONEIDA**, a New York municipal corporation with offices at the County Office Building, 800 Park Avenue, Utica, New York 13501 (the "County"), **CITY OF ROME**, a New York municipal corporation with offices at City Hall, 198 North Washington Street, Rome, New York 13440 (the "City"), **ROME CITY SCHOOL DISTRICT**, a New York school district with offices at 112 East Thomas Street, Rome, New York 13440 (the "School District") (the County, the City and the School District are hereinafter sometimes collectively referred to as the "Affected Tax Jurisdictions"), **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a New York public benefit corporation with offices at 584 Phoenix Drive, Rome, New York 13441 (the "Agency"), **GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a New York not-for-profit local development corporation with offices at 584 Phoenix Drive, Rome, New York 13441 ("GLDC"), and **ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION**, a New York not-for-profit corporation with offices at 584 Phoenix Drive, Rome, New York 13441 ("EDGE"). The County, the City, the School District, the Agency, GLDC and EDGE are also referred to individually as a "Party" and collectively as the "Parties".

### RECITALS:

**WHEREAS**, the Agency and Family Dollar Services, Inc. ("Family Dollar") entered into a Payment-In-Lieu-Of-Tax Agreement dated as of April 1, 2005 (as the same may be amended or restated, the "PILOT Agreement"); and

**WHEREAS**, pursuant to the PILOT Agreement, Family Dollar is obligated to make the payments-in-lieu-of-taxes (the "PILOT Payments") specified therein to the Agency; and

**WHEREAS**, the Agency, GLDC and the Affected Tax Jurisdictions entered into an Agreement Allocating PILOT Payments on March 23, 2005 (the "Allocation Agreement"); and

**WHEREAS**, pursuant to the Allocation Agreement, the Agency, GLDC and the Affected Tax Jurisdictions agreed that the PILOT Payments received by the Agency from Family Dollar would be allocated and distributed by the Agency among GLDC and the Affected Tax Jurisdictions as specified therein; and

**WHEREAS**, at or about the same time that the PILOT Agreement and Allocation Agreement were being negotiated, executed and delivered, EDGE began intensifying its efforts to develop a portion of the SUNYIT Campus in Marcy, New York (such portion of the SUNYIT Campus being hereinafter referred to as the "Marcy Site") as a "shovel-ready" site for use by a nanotechnology end-user such as a semiconductor manufacturer (such efforts being hereinafter collectively referred to as the "Marcy Nanocenter at SUNYIT Project"); and

**WHEREAS**, since then, EDGE has been actively engaged in efforts to create jobs, increase the population, add to the tax base, upgrade infrastructure and otherwise revitalize and, hopefully, transform the economy of Oneida County and its environs by and through the Marcy Nanocenter at SUNYIT Project; and



**WHEREAS**, EDGE has entered into an agreement with the State University of New York (“SUNY”) and Research Foundation of the State University of New York (“Research Foundation”) which, among other things, recognizes EDGE’s role as “lead developer” of the Marcy Nanocenter at SUNYIT Project; and

**WHEREAS**, in anticipation of being named as the “lead developer” of the Marcy Nanocenter at SUNYIT Project, and pursuant to its obligations as set forth in the aforesaid agreement among EDGE, SUNY and Research Foundation, EDGE either has incurred or will incur various “hard” costs and “soft” costs related to the Marcy Nanocenter at SUNYIT Project including (i) the cost of acquiring a 29.62+/- acre parcel of real property adjoining the SUNYIT Campus on the south (the “Grace/Meyer Property”), (ii) the cost of acquiring such additional fee title to and/or easements in real property necessary to facilitate the Marcy Nanocenter at SUNYIT Project (collectively, “Additional Project Property”), (iii) the cost of undertaking certain “on-site” and “off-site” wetlands mitigation measures necessary in order to obtain a Wetlands Permit from the United States Army Corps of Engineers (collectively, the “Wetlands Permit On-Site and Off-Site Mitigation Measures”), (iv) the cost of constructing a 6,300+/- linear foot road envisioned to run in a generally northerly direction, and to the east of, Edic Road through a 24.03+/- acre corridor (the “Edic Road Bypass Corridor”), commencing at a point which is located at or to the east of the intersection of existing Edic Road, River Road and the I-790/NYS Route 49 exit ramp, thence traversing the Grace/Meyer Property and a portion of the SUNYIT Campus and eventually turning westerly to join Edic Road at a point north of the intersection of Edic Road and Campus Drive, and various improvements related thereto (e.g., storm water drainage facilities, roadway signage, bike and pedestrian trail, etc.) (collectively, the Edic Road Bypass and Related Improvements”), (v) the cost of constructing and/or installing 5,000+/- linear feet of new 24” +/- diameter sanitary sewer pipe and related facilities running from the Marcy Site southward through the Edic Road Bypass Corridor, thence underneath River Road to a point in the vicinity of the County interceptor which is located south of said River Road (collectively, the “Sanitary Sewer Improvements – Phase I”), (vi) the cost of constructing and/or installing 11,300+/- linear feet of 36” +/- diameter sanitary sewer pipe and related facilities running from the aforesaid County interceptor eastward to the Oneida County Water Quality & Water Pollution Control Facility located at 51 Leland Avenue, Utica, New York (collectively, the “Sanitary Sewer Improvements – Phase II”), (vii) the cost of constructing and/or installing 3,200+/- linear feet of 16” +/- to 20” +/- diameter water distribution pipe and related facilities beginning at the 16” diameter and the 24” diameter Mohawk Valley Water Authority mains which run in an east-west direction approximately 400 feet to the north of Mulaney Road and thence running southward along the westerly side of Edic Road to a point in the northeasterly corner of the Marcy Site (collectively, the “Water Distribution Improvements”), (viii) the cost of reconfiguring, relocating, constructing and/or reconstructing various electric transmission lines and/or redundant power feeds including the Yahnundasis – Porter #3 Line and the Oneida – Porter #7 Line (collectively, the “Electric Lines Work”), (ix) the cost of the ground rent to be paid by EDGE in order to lease and/or sublease the Marcy Site or portions thereof, (x) the fee paid by EDGE in consideration of the execution and delivery of the aforesaid agreement among EDGE, SUNY and Research Foundation, (xi) the cost of obtaining appraisals; engineering investigations, studies, assessments, tests and reports; environmental assessments, tests, reports and remedial actions; feasibility studies and analyses; and surveying and mapping, (xii) the cost of obtaining all necessary governmental authorizations, approvals, licenses and permits including zoning changes and/or approvals, (xiii) the cost of obtaining and maintaining a \$2.5 million line of credit including the fees and disbursements of the lender and the lender’s attorneys, and interest charges related thereto, (xiv) the cost of marketing and promoting the Marcy Nanocenter at SUNYIT Project to and within the semiconductor manufacturing industry, photovoltaic manufacturing industry, nanotechnology industry and nanoelectronics industry, and

related industries, and (xv) the costs of architectural, engineering, legal and other professional services and disbursements incurred in connection with all or any of the foregoing (all of the foregoing costs and any other costs heretofore or hereafter incurred by EDGE in connection with the Marcy Nanocenter at SUNYIT Project being, collectively, the "EDGE Project Costs"); and

**WHEREAS**, to assist EDGE in bringing about the successful completion of the Marcy Nanocenter at SUNYIT Project by, among other things, making the Marcy Site "shovel-ready", the Parties hereto desire to supplement the Allocation Agreement in order to provide for the additional allocation and distribution to EDGE of a portion of what would otherwise be the County's share of the PILOT Payments pursuant to the Allocation Agreement.

**NOW, THEREFORE**, in consideration of the Recitals, the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and pursuant to the authority granted by Section 858(15) of the General Municipal Law, the parties hereto agree as follows:

1. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth below:

"Affected Tax Jurisdiction's Regular Percentage Share" means, with respect to any given calendar year, the percentage total of the Combined Tax Rate for such calendar year which is attributable to the Affected Tax Jurisdiction in question. By way of illustration, if, during a given calendar year, the Combined Tax Rate were \$54.58 (with the City Tax Rate at \$19.19, the County Tax Rate at \$8.47 and the School District Tax Rate at \$26.92), each Affected Tax Jurisdiction's Regular Percentage Share for such calendar year would be as follows:

City 35.2% ( $\$19.19 \div \$54.58 = 35.2\%$ )  
County 15.5% ( $\$8.47 \div \$54.58 = 15.5\%$ )  
School 49.3% ( $\$26.92 \div \$54.58 = 49.3\%$ )

"Aggregate Allocation for EDGE Project Costs" means the aggregate Allocation for EDGE Project Costs for calendar years 2011 through 2019, inclusive, as more particularly set forth in **Exhibit B**.

"Aggregate Allocation for Scheduled GLDC Debt Service" means the aggregate Allocation for Scheduled GLDC Debt Service for calendar years 2011 through 2021, inclusive, as more particularly set forth in **Exhibit A**.

"Anticipated Affected Tax Jurisdiction's Regular Percentage Shares" means, with respect to any given calendar year, the percentage total of the Combined Tax Rate for such calendar year which the Agency estimates or anticipates will be attributable to each of the Affected Tax Jurisdictions for such calendar year.

"Anticipated Aggregate PILOT Payments" means, with respect to any given calendar year, the aggregate amount of PILOT Payments which the Agency estimates or anticipates it will receive during such calendar year.

"City's Regular Percentage Share" means, with respect to any given calendar year, the percentage total of the Combined Tax Rate for such calendar year which is attributable to the City. By way of

illustration, if, during the calendar year in question, the Combined Tax Rate were \$54.58 (with the City Tax Rate at \$19.19, the County Tax Rate at \$8.47 and the School District Tax Rate at \$26.92), the City's Regular Percentage Share for such calendar year would be 35.2%, computed as follows:

$$19.19 \div 54.58 = 35.2\%$$

"City Tax Rate" means, with respect to any given calendar year the total tax rate per \$1,000.00 of taxable assessed valuation for all taxes levied or imposed by the City for such calendar year (excluding special assessments and ad valorem levies).

"Combined Tax Rate" means, with respect to any given calendar year, the aggregate of the City Tax Rate, the County Tax Rate and the School District Tax Rate. By way of illustration, if, during a given calendar year, the City Tax Rate were \$19.19, the County Tax Rate were \$8.47 and the School District Tax Rate were \$26.92, the Combined Tax Rate would be \$54.58 for such calendar year.

"Company" means Family Dollar Services, Inc.

"County Tax Rate" means, with respect to any given calendar year, the total tax rate per \$1,000.00 of taxable assessed valuation for all taxes levied or imposed by the County for such calendar year (excluding special assessments and ad valorem levies).

"County's Regular Percentage Share" means, with respect to any given calendar year, the percentage total of the Combined Tax Rate for such calendar year which is attributable to the County. By way of illustration, if, during the calendar year in question, the Combined Tax Rate were \$54.58 (with the City Tax Rate at \$19.19, the County Tax Rate at \$8.47 and the School District Tax Rate at \$26.92), the County's Regular Percentage Share for such calendar year would be 15.15%, computed as follows:

$$8.47 \div 54.58 = 15.5\%$$

"Facility" shall have the meaning ascribed to such term in that certain Lease Agreement between the Agency and the Company dated as of April 1, 2005.

"School District's Regular Percentage Share" means, with respect to any given calendar year, the percentage total of the Combined Tax Rate for such calendar year which is attributable to the County. By way of illustration, if, during the calendar year in question, the Combined Tax Rate were \$54.58 (with the City Tax Rate at \$19.19, the County Tax Rate at \$8.47 and the School District Tax Rate at \$26.92), the School District's Regular Percentage Share for such calendar year would be 49.3%, computed as follows:

$$26.92 \div 54.58 = 49.3\%$$

"School District Tax Rate" means with respect to any given calendar year, the total tax rate per \$1,000.00 of taxable assessed valuation for all taxes levied or imposed by the School District for such calendar year (excluding special assessments and ad valorem levies).

2. Allocation and Distribution of PILOT Payments. In each calendar year (or portion thereof) during the term of this Agreement (beginning in CY 2011), the Agency shall allocate and

distribute the PILOT Payments received by it among GLDC, EDGE and each of the Affected Tax Jurisdictions in accordance with the following procedure:

FIRST: The Agency shall ascertain the aggregate amount of PILOT Payments received by it during such calendar year (the "Aggregate PILOT Payments Received").

SECOND: The Agency shall deduct from the Aggregate PILOT Payments Received during each calendar year the amount necessary to enable GLDC to pay the annual scheduled debt service (i.e., principal, interest and other sums, if any) due with respect to the GLDC Loans (as such term is defined in the Allocation Agreement) for such calendar year, as is more particularly set forth in **Exhibit A** attached hereto (the "Scheduled GLDC Debt Service"), and shall allocate and distribute such Scheduled GLDC Debt Service to GLDC during such calendar year (the "Allocation for Scheduled GLDC Debt Service").

THIRD: After deducting the Allocation for Scheduled GLDC Debt Service from the Aggregate PILOT Payments Received during such calendar year and distributing the same to GLDC, the Agency shall compute (a) the amount of PILOT Payments received by it which are then remaining (the "Remaining PILOT Payments") and (b) each Affected Tax Jurisdiction's Regular Percentage Share of such Remaining PILOT Payments for such calendar year.

FOURTH: The Agency shall distribute the School District's Regular Percentage Share of the Remaining PILOT Payments for such calendar year to the School District and the City's Regular Percentage Share of the Remaining PILOT Payments for such calendar year to the City.

FIFTH: The Agency shall deduct from the County's Regular Percentage Share of Remaining PILOT Payments for such calendar year the applicable amount set forth in **Exhibit B** attached hereto, and shall allocate and distribute such amount to EDGE during such calendar year so as to enable EDGE to finance, refinance, reimburse itself for and/or otherwise fund EDGE Project Costs (the "Allocation for EDGE Project Costs").

SIXTH: After deducting the Allocation for EDGE Project Costs from the County's Regular Percentage Share during such calendar year, the Agency shall distribute the remainder of the County's Regular Percentage Share of Remaining PILOT Payments for such calendar year to the County during such calendar year.

Notwithstanding anything to the contrary herein contained, during each calendar year, as it receives each PILOT Payment (or installment thereof), the Agency shall make a partial distribution of the Allocation for Scheduled GLDC Debt Service to GLDC, the Allocation for EDGE Project Costs to EDGE, and the allocation due to each Affected Tax Jurisdiction to such Affected Tax Jurisdiction, based upon the Anticipated Aggregate PILOT Payments for such calendar year and the Allocation for Scheduled GLDC Debt Service, Allocation for EDGE Project Costs and Anticipated Affected Tax Jurisdictions' Regular Percentage Shares for such calendar year. From time to time, but at least once each calendar year, the Agency shall make such computational adjustments as are necessary to "true-up" all allocations and distributions (including over-distributions and under-distributions) previously made by it hereunder. Without limiting the generality of the foregoing, the Parties acknowledge and agree that any shortfalls in the Allocation for Scheduled GLDC Debt Service and/or the Allocation for EDGE Project Costs for such calendar year shall be carried over to the subsequent calendar year and added to that calendar year's Allocation for Scheduled GLDC Debt Service and/or Allocation for EDGE Project Costs, as the case may be, until each of the Aggregate Allocation for Scheduled GLDC Debt Service and the Aggregate Allocation for EDGE Project Costs has been distributed, in full. GLDC agrees to use the Allocation for Scheduled GLDC Debt Service to pay the Scheduled GLDC Debt Service and EDGE agrees to use the Allocation for EDGE Project Costs to pay for EDGE Project Costs.

3. Incorporation of Recitals. The above Recitals are incorporated into this Agreement by reference and made a part hereof as if they were set forth in full herein.

4. Ratification of Allocation Agreement; Interpretation. The Agency, GLDC and the Affected Tax Jurisdictions hereby ratify and confirm the Allocation Agreement and EDGE hereby acknowledges the Allocation Agreement. It is the Parties' intention that this Agreement supplement, but not amend, the Allocation Agreement and that this Agreement shall be interpreted accordingly.

5. Special Obligation.

(a) The obligations and agreements of the Agency contained herein and in any other instrument or document executed in connection herewith or therewith, and any instrument or document supplemental hereto or thereto, shall be deemed the obligations and agreements of the Agency, and not of any member, officer, agent (other than the Company) or employee of the Agency in his individual capacity, and the members, officers, agents (other than the Company) and employees of the Agency shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby. The obligations and agreements of the Agency contained herein or therein shall not constitute or give rise to an obligation of the State of New York or the County of Oneida, and neither the State of New York nor the County of Oneida shall be liable hereon or thereon, and, further, such obligations and agreements shall not constitute or give rise to a general obligation of the Agency, but rather shall constitute limited obligations of the Agency, payable solely from the revenues (if any) of the Agency derived and to be derived from the PILOT Agreement or the lease, sale or other disposition of the Facility. The limitations on the obligations of the Agency contained in this Section 5 by virtue of any lack of assurance required by Section 5(b) hereof shall not be deemed to prevent the occurrence and full force and effect of any event of default pursuant hereto.

(b) No order or decree of specific performance with respect to any of the obligations of the Agency hereunder or thereunder shall be sought or enforced against the Agency unless (A) the

party seeking such order or decree shall first have requested the Agency in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Agency shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period, and (B) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it will incur fees and expenses, the party seeking such order or decree shall have placed in an account with the Agency an amount or undertaking sufficient to cover such reasonable fees and expenses, and (C) if the Agency refuses to comply with such request and the Agency's refusal to comply is based on its reasonable expectation that it or any of its members, officers, agents (other than the Company) or employees shall be subject to potential liability, the party seeking such order or decree shall (1) agree to indemnify and hold harmless the Agency and its members, officers, agents (other than the Company) and employees against any liability incurred as a result of its compliance with such demand, and (2) if requested by the Agency, furnish to the Agency satisfactory security to protect the Agency and its members, officers, agents and employees against all liability expected to be incurred as a result of compliance with such request.

6. Hold Harmless.

(a) EDGE agrees to defend, indemnify, and hold the Agency, its members, officers and agents (except the Company) and employees, harmless from and against any and all liabilities, losses, damages, claims, liens, fines, judgments, costs and expenses including reasonable attorneys' fees and disbursements (collectively, the "Agency Losses") arising out of or in any way related to or connected with any action taken or omitted by the Agency under this Agreement except for Agency Losses which result from the gross negligence or willful wrongdoing of the Agency, or any of its members, officers, agents (except the Company) and employees acting in such capacity. The foregoing indemnity shall apply notwithstanding the fault or negligence in part of the Agency or any of its members, officers, agents (except the Company) or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability.

(b) Notwithstanding any other provisions of this Agreement, the obligations of EDGE pursuant to this Section 6 shall remain in full force and effect after the termination of this Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and payment in full or the satisfaction of such claim, cause of action or prosecution relating to the matters herein described and the payment of all expenses and charges incurred by the Agency, or its directors, members, officers, agents (except for the Company) and employees, relating to the enforcement of the provisions herein specified.

7. Miscellaneous. Although Section 5(a) hereof provides, among other things, that the Agency's obligations and agreements under this Agreement shall not constitute or give rise to any obligation of the County of Oneida, the County of Oneida acknowledges its direct obligations and agreements under this Agreement by virtue of being a Party hereto.

8. Further Assurances. The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as may be reasonably necessary to give effect to the purposes of this Agreement and the Parties' agreements hereunder.

9. Counterparts. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the Parties has caused this Supplemental Agreement Allocating PILOT Payments to be executed and delivered by its duly authorized officer or representative as of the Effective Date.

COUNTY OF ONEIDA

By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive

CITY OF ROME

By: \_\_\_\_\_  
James Brown  
Mayor

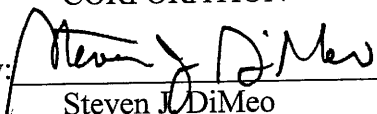
ROME CITY SCHOOL DISTRICT

By: \_\_\_\_\_  
Jeffrey P. Simons  
Superintendent

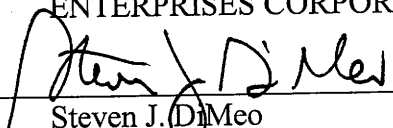
ONEIDA COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY

By: \_\_\_\_\_  
David C. Grow  
Its Chairman

GRIFFISS LOCAL DEVELOPMENT  
CORPORATION

By:  \_\_\_\_\_  
Steven J. DiMeo  
Its Authorized Representative

ECONOMIC DEVELOPMENT GROWTH  
ENTERPRISES CORPORATION

By:  \_\_\_\_\_  
Steven J. DiMeo  
President





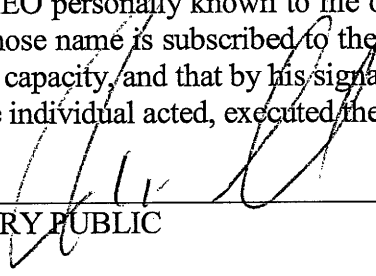
STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF ONEIDA     )

On this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID C. GROW, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

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

On this 10<sup>th</sup> day of December, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVEN J. DIMEO personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
NOTARY PUBLIC

**JOSEPH E. SAUNDERS**  
**NOTARY PUBLIC, State of New York**  
**Appointed in Oneida County**  
**My Commission Expires Nov. 30, 2013**

## Exhibit A

### Scheduled GLDC Debt Service

<u>Calendar Year</u>	<u>Amount Allocated to GLDC</u>
2011	\$842,408.51
2012	\$842,408.51
2013	\$842,408.51
2014	\$842,408.51
2015	\$842,408.51
2016	\$700,874.42
2017	\$ 32,908.20
2018	\$ 32,908.20
2019	\$ 32,908.20
2020	\$ 32,908.20
2021	\$ 10,969.40

**Exhibit B**

Allocation for EDGE Project Costs

<u>Calendar Year</u>	<u>Amount Allocated to EDGE</u>
2011	\$249,470.52
2012	\$249,470.52
2013	\$249,470.52
2014	\$249,470.52
2015	\$249,470.52
2016	\$132,809.88
2017	\$132,809.88
2018	\$132,809.88
2019	\$132,809.88

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR.  
County Executive

DENIS S. DAVIS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6235  
Fax: (315) 768-6299

DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

December 3, 2010

FN 20 10-439

Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Ave.  
Utica, NY 13501

**PUBLIC WORKS**

**WAYS & MEANS**

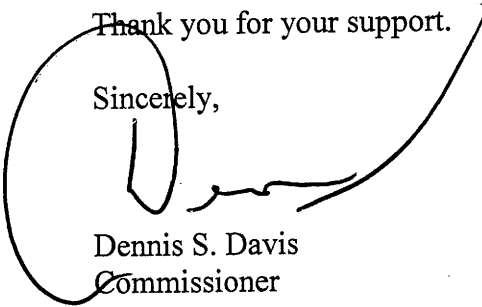
Dear County Executive Picente,

The 2011 Budget calls for privatization of all janitorial cleaning services at facilities managed by the Division of Buildings and Grounds. New York State Finance Law, Article XI, Section 162 obligates Oneida County to solicit proposals from NYSID and also provides the privilege of contracting with NYSID for these services without competing proposals or a competitive bid.

Therefore, please consider the enclosed agreement with NYSID for janitorial cleaning services at all facilities managed by the Division of Buildings & Grounds. If acceptable, please forward to the Oneida County Board of Legislators for review with final approval no later than **December 28, 2010**. I apologize for the short notice and appreciate any assistance you may be able to provide in expediting contract review and approval.

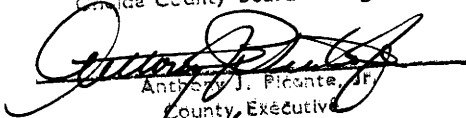
Thank you for your support.

Sincerely,

  
Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, P.E., Deputy Commissioner

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

  
Anthony J. Picente, Jr.  
County Executive

Date 12/10/10

2010 DEC 12 AM 9:21

RECEIVED  
ONEIDA COUNTY LEGISLATURE

Oneida County Department: Public Works

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP X

## Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: **New York State Industries for the Disabled**

Title of Activity or Service: **Janitorial Cleaning Services**

Client Population/Number to be Served: **N/A**

### Summary Statements:

1) Narrative Description of Proposed Services:

**Provide janitorial cleaning services at the following facilities:**

**120 Base Road, Oriskany**

**6000 Airport Road, Oriskany**

**121 Second St., Oriskany**

**301 W. Dominick St., Rome**

**200 Elizabeth St., Utica**

**302 N. James St., Rome**

**300 W. Dominick St., Rome**

**185 Genesee St., Utica**

**321 Main St., Utica**

**800 Park Ave., Utica**

**235 Elizabeth St., Utica**

**406 Elizabeth St., Utica**

**200 Base Road, Oriskany**

**County Cemetery, Rome**

2) Program/Service Objectives and Outcomes:

**N/A**

3) Program Design and Staffing Level:

**N/A**

Total Funding Requested: **\$1,199,174.48**

Oneida County Department Funding Recommendation: **\$1,199,174.48**

Account # **A1620.4951**

Proposed Funding Source: Federal \$0.00 State \$93,000.00 County \$1,106,174.48

Cost Per Client Served: **N/A**

Past Performance Data: **N/A**

Oneida County Department Staff Comments

## JANITORIAL SERVICES & GROUNDS KEEPING AGREEMENT

This Agreement made the 28<sup>th</sup> day of December, 2010, by and between COUNTY OF ONEIDA, a New York municipal corporation with offices at the County Office Building, 800 Park Avenue, Utica, New York, 13501 (hereinafter referred to as the "County") and NEW YORK STATE INDUSTRIES FOR THE DISABLES, 11 Columbia Circle Drive, Albany, New York, 12203, (hereinafter referred to collectively as "NYSID")

### WITNESSETH

WHEREAS, the County desires janitorial cleaning services and grounds maintenance services to be performed at certain public buildings belonging to the County, and

WHEREAS, by New York State law, NYSID has the first option to provide such services to the County, and

WHEREAS, the County and NYSID wish to memorialize their agreement for the provision of said services

NOW THEREFORE, in consideration of the mutual promises made herewith, the County and NYSID agree as follows:

1. NYSID shall provide janitorial cleaning services, grounds keeping services, trash/recyclable material removal services, day porter services, and window washing services in conformance with the Specifications and all other requirements, regulations and exhibits set forth in said Specifications, which Specifications are attached herewith and made a part hereof this agreement.
2. NYSID shall provide all labor, equipment, and materials incidental to the completion of the agreement as required by the Specifications above referenced.
3. The County shall pay NYSID for such services in accordance with the specifications and Labor & Cost Summary attached hereto.
4. NYSID shall provide to the County such certificates of general liability, Worker's Compensation and all other insurance coverages as are required by the terms of this agreement.
5. Officers, agents, directors and employees of NYSID, in accordance with its status as an independent contractor, hereby agrees that it will conduct themselves consistent with such status; it will neither hold itself out as or claim to be an officer of the County nor will it make any claim, demand or application to or for any right or privilege applicable to an officer or employees of the County, including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security contribution or retirement membership or credit.
6. The terms and conditions of this agreement shall not be assigned by NYSID to any third party without the express, written consent of the County.
7. NYSID agrees to indemnify and hold harmless the County and its officers, agents and employees from and against any and all claims, demands, lawsuits or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence or lack of care of NYSID's employees, officers, agents and contractors in its furnishing of the services provided for in this agreement.

8. This document forms the complete agreement between the parties and any other arrangements or representations, written or oral, are hereby rescinded and replaced by this JANITORIAL SERVICES AGREEMENT. This agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the legally authorized representatives of the County and NYSID have placed their signatures and seals hereon on the day and year first above written.

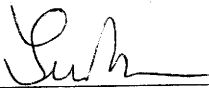
County of Oneida County

NYS Industries for the Disabled

\_\_\_\_\_  
Anthony J. Picente Jr.  
Oneida County Executive

\_\_\_\_\_  
Name:  
Title:

Approved as to form only



\_\_\_\_\_  
Oneida County Dept. of Law



# Specifications

For

Janitorial Cleaning Services  
Window Cleaning Services  
Day Porter Services  
Trash and Recyclables Removal

## INDEX

Section 100 – General Conditions  
Section 200 – Specifications  
Section 300 – Exhibits

## GENERAL CONDITIONS

1. Oneida County is not subject to tax; County will sign exemption certificates when required.
2. All deliveries are to be new, unused and first quality. No rejects, "seconds" or otherwise imperfect or low quality material will be acceptable.
3. No bidder may withdraw his bid within forty-five days after the bids are opened, but may withdraw it at anytime prior to the closing time for the reception of bids.
4. The Contractor declares that they are the only person or persons interested in this agreement, that it is made without any connection with any person competing to provide the same services; that the agreement is in all respects fair and without collusion, fraud, or mental reservation; and that no official of the County, or any person in the employ of the County, is directly or indirectly interested in said agreement or in any portion of the profits thereof.
5. The Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein; or his power to execute such contract to any other person or corporation, except as provided in section 109, General Municipal Law.
6. The Contractor agrees to make no claim for damages for delay occasioned by an act or omission of the County of Oneida.
7. Under NYS Consolidated Laws, Department of Labor, Article 8 Sec. 220-3-a the following is required: Every contractor and sub-con-tractor, shall submit to the department of jurisdiction (**Oneida County Purchasing, 800 Park Avenue, Utica, NY 13501**) within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by this article, subscribed and affirmed as true under the penalties of perjury as long as this contract is in place.

## SPECIFICATIONS

- 1.0 The purpose of this contract is to obtain the services of an experienced and responsible contractor to provide janitorial cleaning services, window washing services, day porter services, and grounds keeping services at various facilities owned by Oneida County.
- 2.0 All services shall be performed as described by this contract.
- 3.0 All employees of the contractor will be paid in accordance with Prevailing New York State Wages for the region in which work is performed.
- 4.0 The contract term shall begin on the date of contract execution and shall extend to December 31, 2012.
  - 4.1 Contract will be renewable for two (2) additional thirty six (36) month periods. County will provide contractor written notification of renewal thirty (30) days prior to the end of the current period.
- 5.0 Fee Schedule
  - 5.1 Payment shall be made in accordance with Exhibit 7, Labor and Cost Summary with a maximum not-to-exceed annual payment of \$1,199,725.23.
  - 5.2 Fee Schedule adjustments.
    - 5.2.1 In the event of a New York State Prevailing Wage Rate increase or decrease, the Fee Schedule for Labor shall be adjusted by multiplying the total number of Labor Hours by the net hourly rate change and then adding or subtracting this amount from the pre-existing Labor total. The net hourly rate change shall include applicable payroll tax increases.
    - 5.2.2 The Fee Schedule for Materials, Subcontract, and Overhead will be adjusted annually in accordance with the annual CPI for each year of the contract term, beginning January 1, 2012, and on the first of the year, each year, for any renewal term thereafter.
- 6.0 In the event that services are suspended, interrupted, delayed or terminated it shall be incumbent upon the Contractor to continue the service, if requested by the County, until new services can be operational. At no time shall transitional services extend more than ninety (90) days beyond the expiration date of the existing contract. Contractor will be reimbursed for this service at the current contract rate.
- 7.0 Accounting Records. The contractor is required to maintain and provide accounting and management records and other evidence pertaining to the contract. In addition to these records, the contractor shall make available to the County such other records as requested during the contract period and for three (3) full years or as required by law, whichever is greater, from the date of the final payment.
- 8.0 Obligation of the Contractor.
  - 8.1 Signature by the contractor attests that he has read, understands, and agrees to all terms, conditions, and specifications set forth in the contract and has made a thorough examination of the facilities to be maintained and is familiar with the condition of the facilities as it pertains to this contract.
  - 8.2 Failure of the contractor to become fully acquainted with the amount and nature of work required to complete all work will not be considered as a basis for extra compensation.

- 8.3 The Contractor acknowledges and understands the conditions under which they will have to operate and the difficulties likely to be encountered in the performance of this contract. No pleas of ignorance of conditions that exist, or of any difficulties that may be encountered in the execution of the work under this contract as a result of failure to make the necessary examination and investigation will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every respect, all requirements and specifications of the contract, nor will the same be accepted as a basis for any claims for extra compensation.
- 8.4 The Contractor shall consider all Federal, State, and Local laws and regulations that may affect cost, progress, performance or furnishing of the work.
- 8.5 Failure to hold prices or to meet any other terms and conditions as defined in this contract, during the term of the contract, shall constitute a breach and may result in suspension or debarment from further contracting with the County. A defaulting contractor may also be liable, at the option of the County, for the difference between his bid price and the price from an alternate source of supply.
- 8.6 No exceptions or deviations to the terms, conditions, specifications and scope of work set forth by this contract will be allowed. The taking of any exception or deviation will be cause for the County to institute termination procedures as outlined in this contract.
- 8.7 The relationship of the Contractor to the County shall be that of an independent contractor. The Contractor covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as nor claim to be an officer or employee of the County by reason thereof and that it will not by reason thereof, make any claim, demand, or application to or for any rights, or privilege applicable to an officer or employee of the County, including but not limited to Worker's Compensation Coverage, Unemployment Insurance Benefits, Social Security Coverage or Retirement Membership or credit.
- 8.8 Any waiver of any breach of covenants herein contained to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same conditions or covenant or otherwise.
- 8.9 The County has formulated an Affirmative Action Plan establishing Equal Employment Opportunity provisions. Contractors, vendors and suppliers agree that they will, in good faith, attempt to achieve compliance with Equal Employment Opportunity laws and regulations.
- 8.10 Insurance Requirements
- 8.10.1 The contractor shall secure and maintain in force for the term of the contract the minimum insurance coverages as stated in Exhibit 1 (ACORD 25-S). Evidence of the current insurance coverage shall be provided in the form of an ACORD certificate which shall be submitted no later than ten days after receipt of notice of intent to award contract as per the Standard Terms and Conditions of this contract.
- 8.10.2 All required insurance coverages must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions, and for ninety days following termination of all work.
- 8.11 Conflict of Terms. In the event a contractor's terms, conditions, specifications, or scope of work conflict with the County's, the County's terms, conditions, specifications and scope of work shall prevail for purposes of contract interpretation.
- 8.12 Material Safety Data Sheet. The successful contractor is required to furnish material Safety Data Sheets, or manufacturers' equivalent information sheets on all products and/or chemicals used in performing the services specified in this contract. These sheets must list complete chemical ingredients including the percentage

composition of each ingredient in the mixture (down to 0.1%), the Chemical Abstract Service Numbers for those substances listed and any potentially hazardous products which may off-gas during or following application. Failure to do so may result in termination of this contract.

#### 8.13 Termination of Contract.

8.13.1 This contract may be terminated in accordance with Section 11.0 of this contract. In addition to this section, the County may also act when the contractor fails to meet quality performance criteria as described in Section 4.0 of this contract.

#### 8.14 Prime Contractor Responsibilities.

8.14.1 The County will consider the prime contractor to be the sole point of contact with regard to contractual matters and the prime contractor will be required to assume sole responsibility for the complete effort stipulated in the contract. The contractor is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all tasks specified under this contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his reports or janitorial cleaning services performed.

8.14.2 The Contractor shall satisfactorily perform services necessary to accomplish all tasks specified in this contract.

8.14.3 The Contractor shall be knowledgeable of methods and materials necessary accomplish all tasks specified in this contract.

8.14.4 The County's approval of reports, incidental work or services furnished hereunder shall not in any way relieve the contractor of responsibility for the technical adequacy of their work. The County's review, approval, acceptance, or payment for any services shall not be construed as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

#### 9.0 Quality Assurance Program

9.1 The Contractor and County shall develop a quality control program. Said program shall be comprehensive and include evaluation of all tasks performed at all facilities.

9.2 The Contractor and County shall mutually agree to the frequency of evaluations, number and types of reports generated by each evaluation, and the qualifications of individuals performing evaluations.

9.3 The Contractor and County shall continuously refine and revise the Quality Assurance Program throughout life of the contract.

#### 10.0 Scope Of Work

10.1 Contractor must furnish all necessary labor, supervision, equipment, materials and supplies required to provide services as described in this contract.

10.1.1 Contractor shall supply all janitorial supplies, including, but not limited to all paper products, toilet tissue, hand towels, sanitary napkins, hand soap, plastic waste basket, trash can liners, etc.

10.1.2 Contractor shall provide first quality janitorial supplies of recognized and reputable manufacture.

10.1.3 Upon request, Contractor shall be required to submit product descriptions and samples to the County for review and approval prior to use. If the County determines that a product is unsatisfactory, an alternate product will be submitted for review as soon as possible.

10.1.4 Contractor must provide trash can liners as follows:

10.1.4.1 Office Size Wastebaskets - .1 mil or greater thickness

10.1.4.2 Large Containers - .6 mil or greater thickness

10.1.4.3 Trash liners must be of such quality as not to leak. If trash liners leak and cause stains to the rug or other floor surfaces, it is the contractor's responsibility to shampoo and/or clean the area. This is in addition to contractor's requirement to regularly spot clean carpets.

10.2 Janitorial cleaning services and window cleaning services shall be provided at the following facilities.

10.2.1 120 Base Road, Oriskany, NY

10.2.2 6000 Airport Road, Oriskany, NY

10.2.3 121 Second St., Oriskany, NY

10.2.4 200 Base Road, Oriskany, NY (STOP DWI offices and related public areas only)

10.2.5 300 W. Dominick St., Rome, NY

10.2.6 301 W. Dominick St., Rome, NY

10.2.7 302 N. James St., Rome, NY

10.2.8 200 Elizabeth St., Utica, NY

10.2.9 321 Main St., Utica, NY

10.2.10 800 Park Ave., Utica, NY

10.2.11 235 Elizabeth St., Utica, NY

10.2.12 406 Elizabeth St., Utica, NY

10.2.13 The Contractor shall remove and dispose of trash and recyclable material from all locations unless otherwise noted in this contract. Trash and recyclable material shall be disposed of in accordance with regulations established by the Oneida-Herkimer Solid Waste Authority.

10.2.14 The Contractor shall provide rugs and/or walk-off mats as directed by the County at all facilities unless otherwise noted in this contract.

10.2.15 In general, services shall be provided in accordance with Exhibit 3. However, Exhibit 3 establishes a minimum level of service only. Therefore, the Contractor may be required to provide additional services or increase and/or alter the frequency of tasks to meet the intent of this contract. The Contractor and County shall develop a detailed schedule of services for each facility.

10.2.16 Excluding 6000 Airport Road, Oriskany, NY, The Contractor shall provide janitorial cleaning services in all occupied areas of all facilities. Unoccupied areas shall be limited to mechanical and/or equipment rooms, long term storage areas, and attic space.

10.2.17 The Contractor shall provide janitorial cleaning services at 6000 Airport Road, Oriskany, NY, in those areas specified in Exhibit 5 and Exhibit 6.

10.3 Day Porter services shall be provided at the following locations.

10.3.1 800 Park Ave, Utica, NY 8 hrs./day

10.3.2 406 Elizabeth St., Utica, NY 4 hrs./day

10.3.3 Contractor shall provide all labor, materials, and equipment necessary to complete tasks assigned to the Day Porter.

10.4 Grounds keeping services shall be provided at the following locations

- 10.4.1 800 Park Ave, Utica, NY
- 10.4.2 200 Elizabeth St., Utica, NY
- 10.4.3 321 Main St., Utica, NY
- 10.4.4 Rome Cemetery
- 10.4.5 301 W. Dominick St.

10.4.6 The Contractor shall provide grounds keeping services in accordance with Exhibit 5.

10.5 Maintenance tasks that are not part of the scope of work of the contract include the following:

10.5.1 Cleaning acoustical ceiling tile and tile tracks.

10.5.2 Cleaning of electronic and electric office equipment, i.e., computers, typewriters and adding machines.

10.5.3 Light bulb replacement.

10.5.4 The County reserves the right to hire specialized contractors to perform the maintenance tasks listed above, which are not a part of the scope of work of the contract resulting from this specification. Schedules for these contractors will be coordinated through the County. The Contractor must cooperate with specialized contractors to the fullest extent possible.

10.6 Contractor shall provide all equipment, specialty equipment, labor and materials necessary to clean the inside and outside of all windows at all facilities.

10.7 Nonscheduled Tasks

10.7.1 There may be emergencies that require cleaning services beyond those specified in this contract. Response times to emergency calls must be within two (2) hours.

10.7.2 Contractor may also be required to provide additional janitorial services beyond those specified in this contract.

10.7.3 Billing for additional work must be invoiced separately from regular monthly invoices. Such billings must include detailed supporting documentation. Fees for emergency cleaning will be based on the loaded hourly rate(s) listed on the Bid Forms. The loaded hourly rate is inclusive of all labor, materials, equipment and supplies. The County will not compensate the contractor for hours expended in traveling to and from either the work site or the normal work station of the employee.

10.8 The contractor's work schedule will be established by the County. From time to time, the contractor may be required to adjust the sequence of the daily cleaning schedule to accommodate energy-savings, unusual work hours and construction activity. The contractor shall be required to work on all days that the facility is open.

11.0 Personnel & Subcontractors

- 11.1 The Contractor must have access to competent employees such that absenteeism does not interfere with the quality of performance on this contract. Employees must be available for emergencies and additional work within two (2) hours of County's call.
- 11.2 The Contractor shall be required to perform a criminal background check through the Oneida County Sheriff's Department on all employees that will have access to County owned facilities. The cost of initial and subsequent background checks shall be included in the contract fees. The Contractor will not receive additional payments for criminal background checks.
- 11.3 Contractor personnel must be physically able to do their assigned work and must be free from any communicable diseases. The County will request the contractor to permanently remove employees who are found to be incompetent, excessively tardy/absent or who abuse the County's property in any way.
- 11.4 All personnel must be capable employees who are thoroughly trained and qualified to do the work assigned to them.
- 11.5 All personnel must observe all regulations in effect at the County facility, including security sign in/sign-out procedures. While on County property, employees are subject to the control of the County.
- 11.6 The Contractor must supply and maintain a current list of all employees used on the contract. It must include the employee's full name, date of birth and copy of criminal background check. When new personnel are assigned, this information must be given to the County immediately and clearly identified as an update to the initial list. All employees are subject to County security clearances prior to working in the County facilities.
- 11.7 The contractor must supply work uniforms that contain their company's logo (or other company identification) for all personnel. Uniforms must consist of shirts and trousers for male and female workers. Uniforms must be clean and worn on the job at all times.
- 11.8 The contractor must issue identification badges to each employee. These badges must be worn on the outside of the uniform at all times. The badges must clearly show the employees full name, the company name and a clearly identifiable photograph of the employee. Any contractor employee reporting to work without a uniform and a company identification badge will not be permitted to remain in the building.
- 11.9 The contractor is fully responsible for the conduct of his employees on County premises. If there is any need for intervention by the County security force or other County supervisory personnel because of loud behavior, security breaches or general misconduct, the vendor will be notified in writing of the situation. Any further occurrence of these behaviors may result in termination of service. All security procedures established by the County must be observed by the contractor and his personnel.

#### 11.10 Building Supervisor

11.10.1 The contractor must designate one (1) employee as the Building Supervisor. The Building Supervisor will have full responsibility for directing the entire custodial crew at the site and will be authorized to act for the contractor in every detail.

11.10.2 The contractor's building supervisor will provide liaison with the County. During the hours of 7:30 A.M. to 4:00 P.M., Monday through Friday, the contractor's Building Supervisor must be available for consultations with the County.

11.10.3 All supervisory personnel engaged in directing the work to be accomplished under this contract should possess, prior to their employment in a supervisory capacity on this contract,



the ability to meet the standards for this job position. The supervisor candidate must have successfully demonstrated the ability to supervise employees to accomplish the work specified in this agreement. All supervisory candidates will go through a recruiting process that reviews the candidate's ability to perform based on prior experience, education, training and references. Supervisors will go through an orientation and training period prior to permanent assignment. Both new and replacement supervisors must meet the qualification standards specified above.

#### 11.10.4 Substitution of Personnel or Subcontractor.

11.10.4.1 If, during the term of the contract, the contractor or subcontractor cannot provide the management and supervisory personnel as proposed and requests a substitution, that substitution must be of equal background or better. The contractor or subcontractor will provide detailed resume qualifications and justification, which will be forwarded to the County for written approval prior to any personnel substitution. It is acknowledged by the contractor that every reasonable attempt shall be made to assign the contractor's on-site building supervisor(s) and the on-site project manager listed in this contract.

11.10.4.2 No on-site management personnel shall be permanently assigned until they have been interviewed and approved by the County. Personnel assigned temporarily during the start up period must be identified and their functions defined. In the event that any on-site management personnel are found to be unacceptable by the County, or are replaced or transferred by the contractor for any reason, the individual(s) assigned as replacement(s) shall equal or exceed in qualifications and experience as the individual(s) replaced.

11.10.5 Subcontractors. If any part of the work covered by this contract is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith, and state what services are being subcontracted. All subcontractors must be approved by the County prior to awarding this contract. If during the term of this contract the prime contractor finds it necessary to replace subcontractors identified in their original proposal, the County will consider such subsequent assignments or replacements, provided however, ten (10) days written notice is given by the contractor and written approval is provided by the County.

11.11 The County reserves the right to deny any employee or Subcontractor access to any County facility.

12.0 During the term of the contract if specific building areas do not require cleaning due to renovations, etc., a mutually agreeable cost for this service will be deducted from the total monthly price.

12.1 It is anticipated that one floor of the County Office Building will be under construction for the full duration of this contract. This has been accounted for in the fee structure therefore no deduction for this work will be made.

#### 13.0 Scheduled Work Hours

13.1 Contractors work shifts and hours shall be determined by the County

#### 14.0 Holidays observed by the County

14.1 January - New Year's Day

14.2 January - Martin Luther King, Jr.'s Birthday

14.3 February - President's Day

- 14.4 May - Memorial Day
- 14.5 July - Independence Day
- 14.6 September - Labor Day
- 14.7 November - Veterans Day
- 14.8 November - Thanks Giving Day
- 14.9 November - Day After Thanks Giving Day
- 14.10 December - Christmas Day

#### 15.0 Contract Termination

15.1 The County may suspend, delay, interrupt or terminate the Contract if the Contractor:

15.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.

15.1.2 Fails to make payment to Subcontractors for materials or labor in accordance the respective agreements between the Contractor and the Subcontractors.

15.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction

15.1.4 Is guilty of substantial breach of a provision of the Contract Documents.

15.2 When any of the above reasons exists, the County may without prejudice to any other rights or remedies of the County and after giving seven (7) days' written notice, terminate employment of the Contractor.

15.3 The County may immediately suspend, delay, interrupt or terminate the Contract if a court order is issued that demands suspension, delay, interruption or termination of the Contract.

15.4 In all cases, contractor will be paid for services satisfactorily performed prior to suspension, delay, interruption or termination.

15.5 Either party may terminate this contract without cause after giving one hundred and eighty days' (180) written notice.

#### 16.0 Payment For Services

16.1 Payment to the contractor for services satisfactorily performed shall be made monthly. All services rendered to the County shall be performed in accordance with the specifications as agreed in the contract. A service contract shall not be considered complete until final approval by the County. Payment to vendors for service rendered may not be made until final approval is given.

16.2 Contractor will invoice the County on or before the last Thursday of each month. Invoices will contain the following information.

16.2.1 Certified Payroll documents, as required by the NYS Department of Labor, shall be provided with each monthly invoice. Preferred forms are PW-12 and PW-18.1 (or equivalent) which are published by the New York State Department of Labor.

16.2.2 Detailed listing of all labor and material used for the month with associated unit prices and a total cost shall be provided with each invoice.

## 17.0 Exhibits

17.1 The following Exhibits attached hereto are made a part of this contract.

- 17.1.1 Exhibit 1 – ACCORD Certificate of Liability Insurance
- 17.1.2 Exhibit 2 – Contractors Recycling and Solid Waste Management Certification
- 17.1.3 Exhibit 3 – Janitorial Cleaning Services Scope of Work
- 17.1.4 Exhibit 4 – Grounds Keeping Services Scope of Work
- 17.1.5 Exhibit 5 and 6 – 6000 Airport Road, Oriskany, NY, Work Areas
- 17.1.6 Exhibit 7 – Labor & Cost Summary

Exhibit 1

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY)
PRODUCER Insurance Agent; Name and Address	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Contractor; Name and Address	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				Provide Limits As Required by New York State Law

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Oneida County added as a named insured to General, Auto, and Excess Liability policies on a primary basis.

**CERTIFICATE HOLDER**

County of Oneida & Department of Public Works  
 c/o Commissioner of Finance  
 800 Park Ave., Utica, NY 13501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Exhibit 2

CONTRACTORS RECYCLING  
AND  
SOLID WASTE MANAGEMENT CERTIFICATION FORM  
  
FOR ONEIDA COUNTY CONTRACTS

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.
- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance upon request."

_____	_____
Printed Name	Signature
_____	_____
Title	Date

### Exhibit 3

<b>Janitorial Cleaning Services - Minimum Requirements</b>	
<b>Office &amp; Public Spaces</b>	
1. Dust mop benches, chairs, tables, window sills, window frames, desks, file cabinets, all other office furnishings within arms reach in waiting areas and office space	1 weekly
2. Wash benches, chairs, tables, window sills, desks, file cabinets, all other office furnishings within arms reach in waiting areas and office space	1 monthly
3. Intentionally Left Blank	
4. Wash and disinfect all surfaces within arms each	2 annually
5. Spot wash doors/door knobs	1 daily
6. Thoroughly wash doors	1 weekly
7. Wash and disinfect drinking fountains	1 daily
8. Dust mop or vacuum floors	1 day
9. Wet mop floors	1 weekly (summer)
10. Wet mop floors	1 daily (winter)
11. Shampoo carpets (hallways and public areas)	2 annually
12. Shampoo carpets (non-public areas)	1 annually
13. Strip and wax floors (Hallways and public areas)	4 annually
14. Strip and wax floors (non-public areas)	2 annually
15. Buff floors after wet mop	1 weekly (minimum)
16. Empty trash containers & insert liners	1 daily
17. Wash and disinfect all trash containers	2 monthly
18. Wet mop elevators	1 daily
19. Strip and wax elevators	4 annually
20. Wash windows. Contractor shall wash both surfaces of all interior and exterior window units. This includes, but is not limited to, interior and exterior sky-lights, interior curtain walls and exterior window units.	2 annually
21. Wash interior window frames	2 annually
22. Dust all vertical and horizontal fixtures within arms reach (including grills, heaters, shelves, ledges & moldings, stair rails etc.)	1 weekly
23. Wash all vertical and horizontal fixtures within arms reach (including grills, heaters, shelves, ledges & moldings, stair rails, etc.)	1 monthly
24. Dust mop stairs & hallways	1 daily
25. Wet Mop stairs & hallways	2 weekly (summer)
26. Wet Mop public stairs & hallways	1 daily (winter)
27. Wet Mop elevator lobby and building entry areas	1 daily (summer)
28. Wet Mop elevator lobby and building entry areas	2 daily (winter)
29. Clean light shields	1 monthly
30. Wash and disinfect all counter tops, sinks, food preparation areas, food preparation equipment and ice machines	1 daily
<b>Restrooms (Public)</b>	
1. Spot wash doors/door knobs disinfect	1 daily
2. Thoroughly wash doors	1 weekly
3. Clean door frames and light switches with disinfectant solution	1 weekly
4. Dust all vertical and horizontal fixtures at within arms reach (including grills, heaters, shelves, ledges, moldings, etc.)	1 weekly
5. Wet mop floors with disinfectant solution	2 daily
6. Empty all containers & disposals	2 daily

**Exhibit 3 (continued)**

7. Thoroughly wash & disinfect interior & exterior of trash & sanitary napkin containers	1 weekly
8. Clean and polish all glass mirrors	2 daily
9. Clean and disinfect wash bowls	1 daily
10. Clean and disinfect commodes/urinals inside and out	1 daily
11. Clean light shields	1 monthly
12. Refill soap dispensers to normal limits	1 daily
13. Install urinal blocks	2 weekly (as required)
14. Fill sanitary containers	2 weekly (as required)
15. Replenish all paper products as required	2 daily
16. Clean and disinfect walls	1 weekly
<b>Restrooms (Non-Public)</b>	
1. Spot wash doors/door knobs disinfect	1 daily
2. Thoroughly wash doors	1 weekly
3. Clean door frames, light switches disinfect	1 weekly
4. Dust all vertical and horizontal fixtures within arms reach (including grills, heaters, shelves, ledges, moldings, etc.)	1 weekly
5. Dust mop & wet mop floors with disinfectant solution	1 daily
6. Empty all containers & disposals	1 daily
7. Thoroughly wash & disinfect interior & exterior of trash & sanitary napkin containers	1 weekly
8. Clean and polish all glass mirrors	1 daily
9. Clean and disinfect wash bowls	1 daily
10. Clean and disinfect commodes/urinals inside and out	1 daily
11. Clean light shields	1 monthly
12. Refill soap dispensers to normal limits	1 daily
13. Install urinal blocks	2 weekly (as required)
14. Fill sanitary containers	2 weekly (as required)
15. Replenish all paper products as required	1 daily (as required)
16. Clean and disinfect walls	1 weekly
<b>Holding Cells</b>	
1. Thoroughly wash doors/door knobs with disinfectant solution	1 daily
2. Clean door frames, light switches with disinfectant solution	1 daily
3. Dust all vertical and horizontal fixtures within arms reach (including grills, heaters, shelves, ledges, moldings, etc.)	1 weekly
4. Wet mop floors with disinfectant solution	1 daily
5. Empty all containers & disposals	1 daily
6. Thoroughly wash & disinfect interior & exterior of trash & sanitary napkin containers	1 daily
7. Clean and polish all metal surfaces	1 daily
8. Clean and disinfect wash bowls	1 daily
9. Clean and disinfect commodes/urinals inside and out	1 daily
10. Clean and disinfect walls	1 weekly
11. Clean light shields	1 monthly
12. Refill soap dispensers to normal limits	1 daily
13. Install urinal blocks	2 weekly (if required)
14. Fill sanitary containers	2 weekly (if required)
15. Replenish all paper products as required	1 daily (as required)

### Exhibit 3 (continued)

Janitorial Cleaning Services - Minimum Requirements  
For County Owned Facilities Located At:  
120 Base Road, Oriskany, NY

Office and Public Spaces:

- |  |                    |
|--|--------------------|
| 1. Dust mop chairs, tables, window sills, window frames and desks, file cabinets, all other office furnishings and all surfaces within arms reach in waiting areas and office space. | 1 weekly           |
| 2. Wash chairs, tables, desks, file cabinets, all other office furnishing in waiting areas and office space.   | 1 monthly          |
| 3. Wash and disinfect all surfaces within arms reach   | 2 annually         |
| 4. Spot wash door/door knobs   | 1 daily            |
| 5. Thoroughly wash doors   | 1 weekly           |
| 6. Dust mop or vacuum floors   | 1 day              |
| 7. Wet mop floors  | 1 weekly ( summer) |
| 8. Wet mop floors  | 1 daily (winter)   |
| 9. Shampoo carpets (office areas)  | 2 annually         |
| 10. Strip and wax floors ( hallways and public areas)  | 2 annually         |
| 11. Strip and wax floors (non-public areas)  | 1 annually         |
| 12. Buff floors after wet mop  | 2 weekly           |
| 13. Empty trash containers & insert liners   | 1 daily            |
| <b><i>(DO NOT TOUCH WASTE BASKETS IN COMMUNICATIONS ROOM)</i></b>  |                    |
| 14. Wash and disinfect all trash containers  | 2 monthly          |
| 15. Wash windows – inside and outside  | 2 annually         |
| 16. Wash window sills and window frames  | 2 annually         |
| 17. Dust all vertical and horizontal fixtures at hand height (including grills, heaters, shelves, ledges & moldings, stair rails etc.)   | 1 weekly           |
| 18. Wash all vertical and horizontal fixtures at hand height (including grills, heaters, shelves, ledges & moldings, stair rails etc.)   | 1 monthly          |
| 19. Clean light shields  | 1 monthly          |
| 20. Wash and disinfect all counter tops, sinks, food preparation areas, food preparation equipment and ice machines.   | 1 daily            |

Restrooms (Non-Public)

- |   |                        |
|---|------------------------|
| 1. Spot wash doors/doorknobs disinfect  | 1 daily                |
| 2. Thoroughly wash doors  | 1 weekly               |
| 3. Clean doorframes, light switches disinfect   | 1 weekly               |
| 4. Dust all vertical and horizontal fixtures at hand height (including grills, heaters, shelves, ledges, moldings, etc) | 1 weekly               |
| 5. Dust mop & wet mop floors with disinfectant solution   | 1 daily                |
| 6. Empty all containers & disposals   | 1 daily                |
| 7. Thoroughly wash & disinfect interior & exterior of trash & sanitary napkin containers.                               | 1 weekly               |
| 8. Clean and polish all glass mirrors   | 1 daily                |
| 9. Clean and disinfect wash bowls   | 1 daily                |
| 10. Clean and disinfect commodes inside and out   | 1 daily                |
| 11. Clean light shields   | 1 monthly              |
| 12. Refill soap dispensers to normal limits   | 1 daily                |
| 13. Fill sanitary containers  | 2 weekly (as required) |
| 14. Replenish all paper products as required  | 1 daily (as required)  |
| 15. Clean and disinfect walls   | 1 weekly               |

**\*\* Daily Services will be provided 6 days a week**

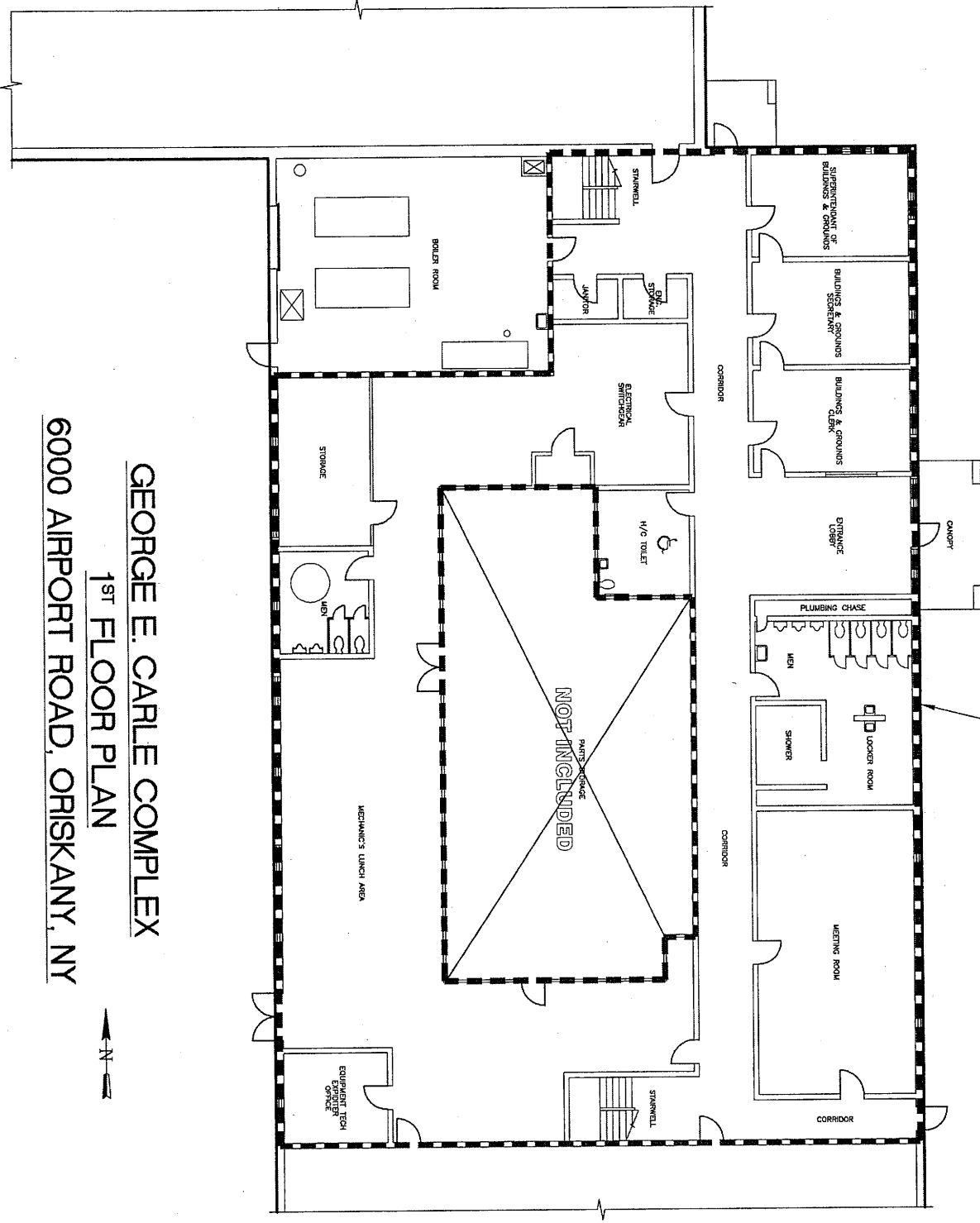


**Exhibit 4**

<p align="center">Grounds Keeping Services – Minimum Requirements                      For County Owned Facilities Located At:                      800 Park Ave., Utica, NY                      200 Elizabeth St., Utica, NY                      321 Main St., Utica, NY</p>	
Task	Frequency
<p>Seasonal Grounds Maintenance: Total ground maintenance of the above referenced areas. Service shall include the following; weed removal, pruning of small trees and shrubbery. A general site policing for debris and edging at fencing owner’s side to termination points. Any grassed areas shall be mowed and maintained at 2 1/2”-3”. Season: 4/15/07 – 11/30/07</p>	Seasonal
<p>Weed / Vegetation Chemical control: Chemical control of weeds on all “hardscaped” cobbled walks and planting bed areas. Control agent to be applied twice during growing season.</p>	Seasonal
<p>Tree Chemical Care: Chemical pest control and Fertilization, Three scheduled applications to Enhance the larger trees on site; this shall include pest control, growth, Fertilization and a “scale” control agent</p>	Seasonal
<p>Fall clean-up: Clean up shall include mowing all turf and trimming walkways, flower and plant bed areas, as well as around all other property structures, walks, shrubbery and trees. Leaves and dead branch material shall be disposed of off site.</p>	Seasonal

**EXHIBIT 5**

BOUNDARY OF AREA TO BE CLEANED

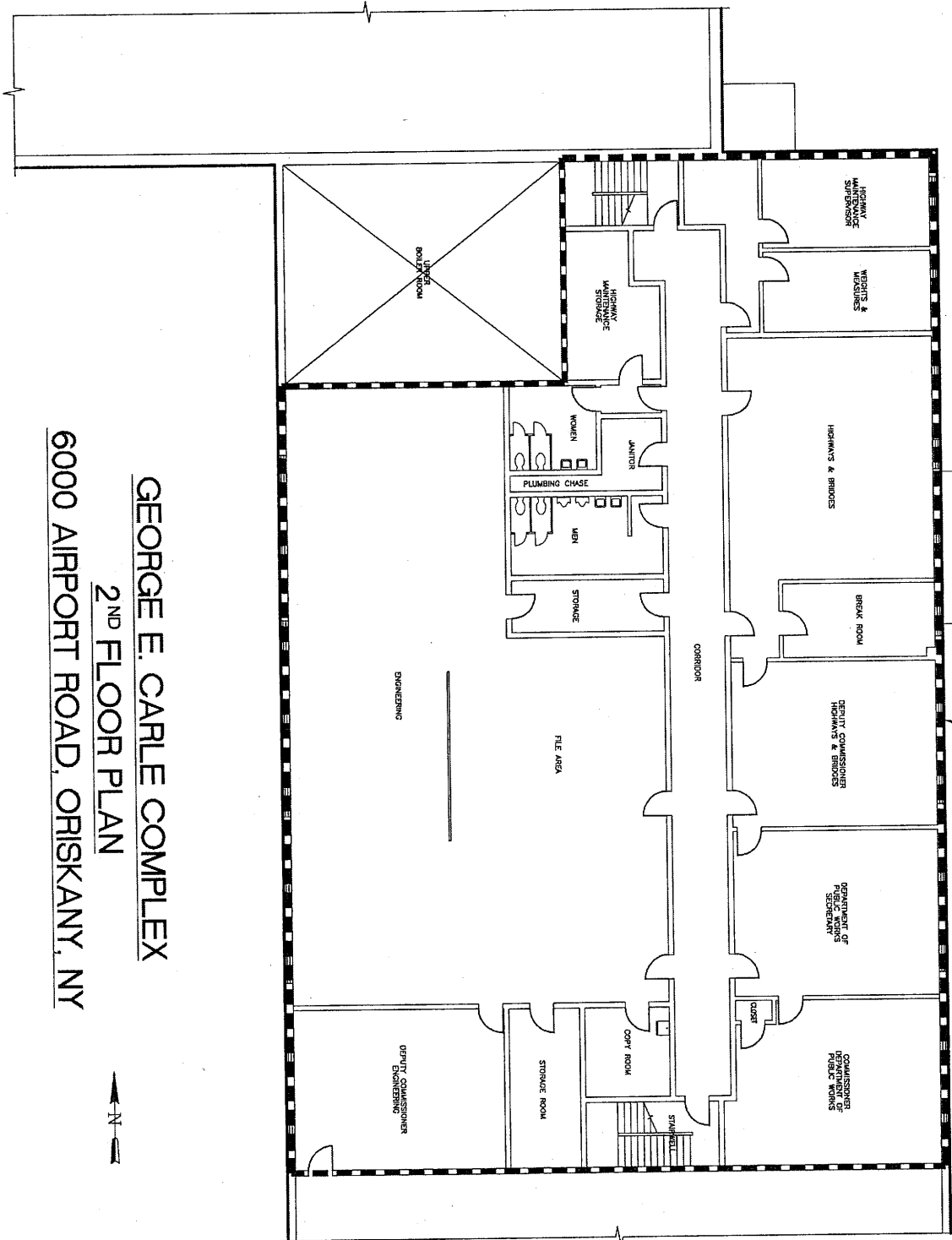


**GEORGE E. CARLE COMPLEX**

**1ST FLOOR PLAN**

**6000 AIRPORT ROAD, ORISKANY, NY**





BOUNDARY OF AREA TO BE CLEANED

EXHIBIT 6

**GEORGE E. CARLE COMPLEX**

**2ND FLOOR PLAN**

**6000 AIRPORT ROAD, ORISKANY, NY**



# Exhibit 7

## Labor & Cost Summary

Janitorial Service	Labor Hours	Labor	Materials	Subcontract	Overhead	Total Cost
120 Base Road, Oriskany	334.5	\$15,492.91	\$5,474.99	\$0.00	\$5,418.09	\$26,386.00
6000 Airport Road, Oriskany	1198.4	\$19,979.17	\$4,482.15	\$0.00	\$6,320.80	\$30,782.13
121 Second St., Oriskany	1302	\$21,944.74	\$4,441.73	\$0.00	\$6,818.27	\$33,204.73
301 W. Dominick St., Rome	2550	\$42,252.99	\$10,196.86	\$0.00	\$13,553.03	\$66,002.88
200 Elizabeth St., Utica	9688.3	\$159,201.55	\$19,372.38	\$16,340.18	\$49,635.70	\$244,549.82
302 N. James St., Rome	1712	\$24,445.40	\$6,217.79	\$0.00	\$6,807.40	\$37,470.59
300 W. Dominick St., Rome	2524	\$36,502.41	\$11,583.84	\$0.00	\$10,981.91	\$59,068.16
185 Genesee St., Utica	824	\$11,489.63	\$3,293.07	\$0.00	\$3,358.66	\$18,141.36
321 Main St., Utica	5510	\$74,489.92	\$17,427.22	\$9,932.68	\$23,140.28	\$124,990.10
800 Park Ave., Utica	16938	\$237,696.72	\$31,563.22	\$26,025.88	\$67,088.94	\$362,374.76
235 Elizabeth St., Utica	2040	\$29,085.88	\$5,185.03	\$940.00	\$7,999.92	\$43,210.83
406 Elizabeth St., Utica	839	\$12,019.66	\$2,762.88	\$1,944.72	\$3,800.44	\$20,527.70
200 Base Road, Oriskany	608.5	\$9,211.08	\$2,194.46	\$0.00	\$2,659.50	\$14,065.04
	<u>46,068.70</u>					<u>\$1,080,774.10</u>
<b>Day Porter Service</b>						
800 Park Ave, Utica	2020	\$31,690.30	\$891.08	\$0.00	\$7,402.50	\$39,983.88
321 Main St., Utica	1144	\$15,553.44	\$0.00	\$0.00	\$3,533.64	\$19,087.08
406 Elizabeth St., Utica	1040	\$14,251.96	\$0.00	\$0.00	\$3,238.04	\$17,490.00
	<u>4,204.00</u>					<u>\$76,560.96</u>
<b>Grounds Keeping Service</b>						
800 Park Ave., Utica	313.8	\$5,249.84	\$1,199.12	\$714.73	\$1,851.10	\$9,014.80
200 Elizabeth St., Utica	313.8	\$5,249.84	\$1,199.12	\$714.73	\$1,851.10	\$9,014.80
321 Main St., Utica	286	\$4,396.02	\$1,393.18	\$6,053.41	\$2,567.47	\$14,410.08
301 W. Dominick St., Rome	202.2	\$3,382.58	\$774.39	\$471.70	\$1,196.04	\$5,824.71
County Cemetery., Rome	141.2	\$2,324.31	\$516.63	\$0.00	\$734.10	\$3,575.03
	<u>1,257.00</u>					<u>\$41,839.42</u>
<b>Grand Total</b>	<b>51,529.7</b>					<b>\$1,199,174.48</b>

Billable Hourly Labor Rates for Out of Scope Services shall be as follows.

Janitorial	<u>\$21.92</u>
Grounds Keeping	<u>\$21.74</u>
Management	<u>\$27.33</u>

# Oneida County Department of Public Works

ANTHONY J. PICENTE, JR.  
County Executive

DENNIS S. DAVIS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6213  
Fax: (315) 768-6299

DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

December 1, 2010

FN 20 10 - 440

2010 DEC -9 PM 2:00  
RECEIVED  
ONEIDA COUNTY LEGISLATURE

## PUBLIC WORKS

## WAYS & MEANS

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

Dear County Executive Picente,

Enclosed is an Agreement of Lease by and between Oneida County and Greyhound Lines, Inc. at Union Station, Utica, New York. The existing lease for this space will expire on December 31, 2010. It is agreed upon by both parties to exercise the option to renew this lease on the same terms for one (1) additional five (5) year term beginning January 1, 2011 and ending December 31, 2015 with all other terms and conditions of the original lease dated January 1, 2001 with the rental payment as follows:

Period	Annual Payment	Quarterly Payment
January 1, 2011-December 31, 2011	\$6,222.16	\$1,555.54
January 1, 2012-December 31, 2012	\$6,408.80	\$1,602.20
January 1, 2013-December 31, 2013	\$6,601.08	\$1,650.27
January 1, 2014-December 31, 2014	\$6,799.12	\$1,699.78
January 1, 2015-December 31, 2015	\$7,003.08	\$1,750.77

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the full Board at their earliest convenience.

Thank you in advance for your consideration.

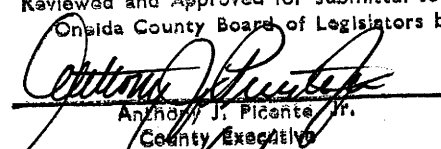
Sincerely,



Dennis S. Davis  
Commissioner

DSD/mk  
Enclosure(s)

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by



Anthony J. Picente, Jr.  
County Executive

Date 12/7/10

Oneida County Department: Public Works – Buildings and Grounds

Proposed liability and indemnification language \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Greyhound Lines, Inc.

Title of Activity or Service: Agreement of Lease

Client Population/Number to be Served: N/A

**Summary Statements:**

1) Narrative Description: Agreement of Lease between Oneida County and Greyhound Lines, Inc. at Union Station, Utica, New York for an additional five year term beginning 1/1/2011 through 12/31/2015.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing Level: N/A

Total Funding Requested: None – see attached letter with rental payment schedule.

Oneida County Department Funding Recommendation: Account # A1740

Proposed Funding Source: Federal \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments

SECOND AMENDMENT TO LEASE

Second Amendment to Lease dated January 1, 2001 by and between the COUNTY OF ONEIDA (Lessor) and GREYHOUND LINES INC (Lessee), as amended:

- A. Lessor and Lessee agree to exercise the option to renew this lease on the same terms for one (1) additional five (5) year term beginning January 1, 2011 and ending December 31, 2015.
- B. Rental payment shall be reconsidered and adjusted as follows.

Period	Annual Payment	Quarterly Payment
January 1, 2011 – December 31, 2011	\$6,222.16	\$1,555.54
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January 1, 2014 – December 31, 2014	\$6,799.12	\$1,699.78
January 1, 2015 – December 31, 2015	\$7,003.08	\$1,750.77

- C. All other terms and conditions of the original lease dated January 1, 2001 shall be in full force and effect unless specifically amended in this Second Amendment.

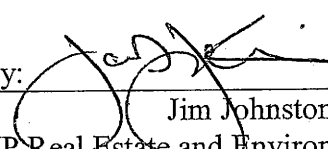
COUNTY OF ONEIDA

Greyhound Lines, Inc

By: \_\_\_\_\_

Anthony J. Picente Jr.  
Oneida County Executive

By: \_\_\_\_\_

  
Jim Johnston  
VP Real Estate and Environmental

APPROVED AS TO FORM

By: \_\_\_\_\_

Linda M.H. Dillon, Esq.  
Oneida County Attorney

**FirstGroup America, Inc.**  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202



November 29, 2010

Oneida County Department of Public Works  
Division of Highways, Bridges, & Structures  
6000 Airport Road  
Oriskany, NY 13424  
Attn: Brian Scala

RE: 321 Main Street, Union Station Building, Utica, NY

Dear Mr. Scala,

Enclosed you will find 4 copies of a 2<sup>nd</sup> Amendment to Lease Agreement, executed by Greyhound Lines, Inc., for the above referenced location. Please review and execute the documents and return a fully executed copy to my attention:

First Group America  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202  
Attn: Real Estate Dept.

Please feel free to contact me at (513) 419-8595 if you have any questions. Thank you.

Sincerely,

Lori Scott  
*Property Portfolio Administrator*



## Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: Greyhound Lines, Inc.

Title of Activity or Service: Agreement of Lease

Client Population/Number to be Served: N/A

**Summary Statements:**

1) Narrative Description: Agreement of Lease between Oneida County and Greyhound Lines, Inc. at Union Station, Utica, New York for an additional five year term beginning 1/1/2011 through 12/31/2015.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing Level: N/A

Total Funding Requested: None – see attached letter with rental payment schedule.

Oneida County Department Funding Recommendation: Account # A1740

Proposed Funding Source: Federal \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments

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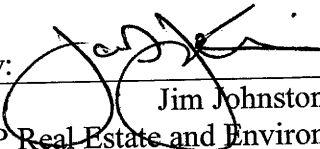
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- C. All other terms and conditions of the original lease dated January 1, 2001 shall be in full force and effect unless specifically amended in this Second Amendment.

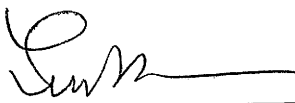
COUNTY OF ONEIDA

Greyhound Lines, Inc

By: \_\_\_\_\_  
Anthony J. Picente Jr.  
Oneida County Executive

By:  \_\_\_\_\_  
Jim Johnston  
VP Real Estate and Environmental

APPROVED AS TO FORM

By:  \_\_\_\_\_  
Linda M.H. Dillon, Esq.  
Oneida County Attorney

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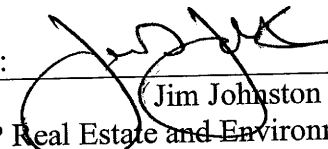
COUNTY OF ONEIDA

Greyhound Lines, Inc

By: \_\_\_\_\_


Anthony J. Picente Jr.  
Oneida County Executive

By: \_\_\_\_\_

  
Jim Johnston  
VP Real Estate and Environmental

APPROVED AS TO FORM

By: \_\_\_\_\_

  
Linda M.H. Dillon, Esq.  
Oneida County Attorney

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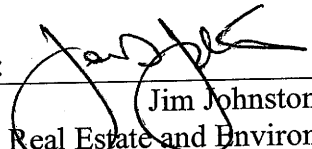
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COUNTY OF ONEIDA

Greyhound Lines, Inc

By: \_\_\_\_\_  
Anthony J. Picente Jr.  
Oneida County Executive

By:  \_\_\_\_\_  
Jim Johnston  
VP Real Estate and Environmental

APPROVED AS TO FORM

By: \_\_\_\_\_  
Linda M.H. Dillon, Esq.  
Oneida County Attorney

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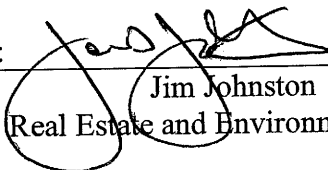
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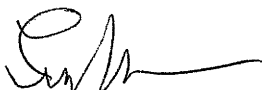
COUNTY OF ONEIDA

Greyhound Lines, Inc

By: \_\_\_\_\_  
Anthony J. Picente Jr.  
Oneida County Executive

By:  \_\_\_\_\_  
Jim Johnston  
VP Real Estate and Environmental

APPROVED AS TO FORM

By:  \_\_\_\_\_  
Linda M.H. Dillon, Esq.  
Oneida County Attorney



# ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

David J. Wood  
Majority Leader

Patricia A. Hudak  
Minority Leader

December 7, 2010

FN 20 60 - 441

## PUBLIC WORKS

Oneida County  
Board of Legislators  
800 Park Avenue  
Utica, New York 13501

## WAYS & MEANS

Honorable Members:

Legislator Les Porter, a regional member of the NYSDEC Fish & Wildlife Board has recommended and requested passage of legislation ordering a quarantine on dogs to prevent deer depredation in Oneida County.

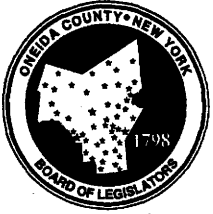
I hereby refer this matter to the Ways & Means Committee with the request that said legislation be acted upon by the full Board of Legislators at the meeting of **December 29, 2010.**

Respectfully submitted,

GERALD J. FIORINI  
CHAIRMAN OF THE BOARD

GJF:pp

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC - 7 AM 11:56



# ONEIDA COUNTY BOARD OF LEGISLATORS

---

*Les Porter ♦ 9692 Main St., PO Box 236 ♦ Remsen, NY 13438 ♦ 831-2191*

December 7, 2010

Gerald J. Fiorini, Chairman  
Oneida County Board of Legislators  
800 Park Avenue  
Utica, New York 13501

Dear Chairman Fiorini:

As a regional member of the NYSDEC Fish & Wildlife Board that is in the business of wildlife protection, I request that we pass a resolution to prevent deer depredation in Oneida County.

The resolution is usually presented for consideration in the beginning of the winter months and continues on through April 15<sup>th</sup>. Please consider this request and forward to committee and on to the full Board.

Sincerely,

A handwritten signature in cursive script that reads "Les Porter".

Les Porter  
Legislator, 6<sup>th</sup> District  
Member, NYSDEC Fish & Wildlife Board

# **ONEIDA COUNTY BOARD OF LEGISLATORS**

## **RESOLUTION NO.**

**INTRODUCED BY:** *Mr. Porter, Mr. Clancy*

**2ND BY:**

**RE: RESOLUTION ORDERING A QUARANTINE ON DOGS TO PREVENT DEER  
DEPREDAATION IN ONEIDA COUNTY**

**WHEREAS,** From time to time the deer population in the County of Oneida has suffered severe depredation due to dogs pursuing and killing deer, and

**WHEREAS,** The Oneida County Board of Legislators has historically requested orders from the State of New York to provide for the quarantine of dogs during the winter months to prevent this problem from occurring and to prevent the local deer population, and

**WHEREAS,** By passage of Article 7, Section 122 of the State Agriculture and Markets Law, effective January 1, 1980, the State Legislature has transferred the authority to invoke deer depredation quarantine orders from the State to the governing body of any municipality as they deem necessary, and

**WHEREAS,** This Board is in receipt of a request stating that circumstances warrant said order to be issued, now, therefore, be it hereby

**RESOLVED,** That the Board of Legislators of the County of Oneida does hereby order that all dogs in the County of Oneida shall be controlled during the period of time beginning twenty-four hours after publication of this order in the official newspapers and continuing until April 15, 2011 at which time this order shall become of no further force and effect, and it is further

**RESOLVED,** That one certified copy of this order shall be filed with the Commissioner of Agriculture and Markets pursuant to Article 7, Section 122 of the Agriculture and Markets Law, and it is further

**RESOLVED,** That pursuant to Article 7, Section 122 of the Agriculture and Markets Law, a copy of this order shall be mailed to all Clerks of municipalities within Oneida County.

APPROVED: Ways & Means Committee ( )

DATED:

Adopted by the following v.v. vote:

AYES    NAYS    ABSENT





# OFFICE OF THE SHERIFF

COUNTY OF ONEIDA

DANIEL G. MIDDAUGH  
SHERIFF

M. PETER PARAVATI  
UNDERSHERIFF

November 17, 2010

Anthony Picente Jr  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

FN 20 10 - 442

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC - 3 PM 2:39

**PUBLIC SAFETY**

Dear Mr. Picente

## WAYS & MEANS

The Sheriff's Office is requesting the approval of a contract for two Sheriff's Deputies to be designated as a School Resource Officer located at Oneida Herkimer Madison B.O.C.E.S. This contract will allow for the funding of the School Resource Officer over a three year period. The school district participants to be covered are from eleven school districts including Utica, Whitestown, Westmoreland, Oriskany, Waterville, Remsen, and Holland Patent. Separate correspondence for the creation of the Deputy Sheriff positions and a Supplemental Appropriation for the funding of these positions has also been generated.

Please find attached related letters and contracts.

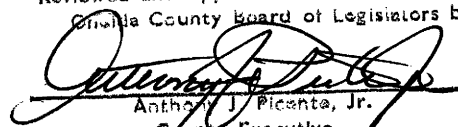
If I can be of further assistance, please feel free to contact me.

Thank you.

Sincerely,

  
Daniel G. Middaugh  
Sheriff

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

  
Anthony J. Picente, Jr.  
County Executive

Date 12/2/10

**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495

Oneida Co. Department: Sheriff

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization: Oneida Herkimer Madison BOCES**

**Title of Activity or Service: TWO School Resource Officers**

**Proposed Dates of Operation: Date of Contract Execution – to June 30, 2013**

**Client Population/Number to be Served: 11 school districts serviced.**

**Summary Statements**

**1) Narrative Description of Proposed Services** SRO services

**2) Program/Service Objectives and Outcomes:** To create a safe and secure setting for the educational process to take place within a school environment and to engage the services of an SRO to deal with problems in this environment.

**3) Program Design and Staffing :** 2 full time Deputies

**Total Funding Requested:** \$372,000 **Account #** A3120.101 and A3120.800

**Oneida County Dept. Funding Recommendation:** Recommend funding

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Direct funding by BOCES

**Cost Per Client Served:** N/A

**Past Performance Data:** New Contract

**O.C. Department Staff Comments:**

# School Resource Officer

## Agreement for Services

THIS AGREEMENT, made and entered into, by and between **Oneida County Sheriff Office**, an Agency of the county of Oneida, New York (hereinafter called "Contractor") and the **Oneida-Herkimer-Madison Board of Cooperative Educational Services** (hereinafter called "BOCES").

WHEREAS, BOCES has need for a more intensive and coordinated approach to creating a safe and secure setting for the educational process to take place, and

WHEREAS, BOCES desires to engage the services of a School Resource Officer to deal with the problems that occur within the school environment, and

WHEREAS, the Contractor is desirous to provide personnel to BOCES to be utilized as School Resource Officer(s) at the times and places hereinafter indicated, and

WHEREAS, the parties agree that the parties' goals are the following:

1. Establish a multidisciplinary team consisting of experienced and trained personnel from law enforcement and the staff of BOCES,
2. Increase the physical presence of a School Resource Officer within the BOCES facilities,
3. Decrease the number of incidences involving outside police intervention at the above named facilities,
4. Increase a sense of safety and order within the school setting,
5. Provide counseling and advice to troubled students and staff,

NOW, THEREFORE, in exchange for the consideration hereinafter stated:

1. BOCES, hereby agrees to secure the services of the Contractor and Contractor agrees to provide to BOCES the services of two police officers who will serve as School Resource Officers on a part-time basis from **Sept. 7, 2010 to June 30, 2013** to be assigned as follows:
  - Thirty-five (35) hours per week to be assigned to the BOCES facilities located at the Special Education Center, Alternative Education Center or Career & Technical Education Center on an as needed basis.

2. The Contractor agrees to have an officer(s) on site at the BOCES facilities mentioned above for a total of thirty-five (35) hours per week per officer.
3. The School Resource Officer(s) will wear the Contractor's department uniform including sidearm in an authorized holster when appropriate.
4. The Contractor will provide substitute coverage when the designated officer(s) is absent. To the extent possible, the designated officer's substitutes shall be limited in number to afford student and staff familiarity.
5. The Contractor agrees that the general duties and responsibilities of the officer(s) when working as School Resource Officer at each of the facilities will be as follows:
  - Provide for the security and safety of all students, staff, and visitors, protect school property and maintain order in and around the school site.
  - Provide intervention between students and/or staff using appropriate techniques to calm and control situations.
  - Under the supervision of the Principal or designee, investigate all crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations.
  - Report all violations of law, school rules, regulations or policies to school administration.
  - Enforce New York State laws, rules and regulations.
  - Act as a liaison with police and fire officials.
  - Advise school administration of any circumstance or situations that may create a potential for harm to persons, or damage to, or loss of property.
  - Screen all persons entering the building or school grounds. Take necessary action to prohibit loitering and trespassing on school grounds.
  - Become familiar with all hidden recesses in the building and check them periodically.
  - Become familiar with Student Code of Conduct, particularly prohibited items: cellular telephones, pagers, walkmans, wearing of hats, etc. Take required action to enforce the Code of Conduct and/or seize prohibited items.
  - Enforce Code of Conduct.
  - Maintain post integrity. Be highly visible at all times and refrain from unnecessary fraternization with other officers/employees.
  - Report for duty in a timely manner. If unable to work, give prior notification to BOCES and Contractor to make sure that a substitute has been arranged.
  - Question any individual not having appropriate identification who appears to be a student to ascertain his/her status.
  - Act as a mentor to students by maintaining a casual relationship with students; attempt to develop a rapport with students.
  - Develop a common working relationship with the staff.
  - Report directly to the Principal or his/her designee.

- When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety.
6. The designated School Resource Officer(s) and any substitute officers are not employees of BOCES as that term is commonly understood and, therefore, it is expressly understood that BOCES is not responsible for any worker's compensation, disability or medical insurance coverage for said officer(s).
  7. Any investigations, arrests, interviews, or other matters that require additional time at the BOCES facilities over and above the agreed upon seven (7) hours per day per officer will be provided to BOCES at no additional charge by the Contractor.
  8. The parties agree that all information exchanged is considered confidential under Federal and New York State Law and will be used only for the purpose outlined in the Contract.
  9. The Contractor and any subsequent substitute(s) shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection from an HIV – related test.

The Contractor and any other substitute officers from Oneida County Sheriff Office agrees that their staff to whom confidential HIV – related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.

The Contractor and any substitute contractor must include the following written statement when disclosing any confidential HIV – related information.

“This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”

10. It is understood by BOCES and the Contractor that the Oneida County Sheriff Office, Oneida County, NY (the police department source for School Resource Officer candidates) will retain tactical control of the officer(s). When the School Resource Officer(s) becomes aware of any illegal activity, he/she will then function as an Oneida County Sheriff Deputy with respect to the investigation and prosecution of such illegal activity.

11. BOCES shall hold the Contractor and the designated School Resource Officer(s) harmless from any action, suit or claim that arises from the reasonable performance of duties by the designated officer as a School Resource Officer. BOCES shall not be responsible for grossly negligent conduct, conduct performed outside the scope of the School Resource Officer's duties or conduct occasioned by the School Resource Officer's actions as an Oneida County Sheriff as indicated in Paragraph "10" above.
12. Notwithstanding any other provision of this Agreement, the School Resource Officer(s) shall comply with all N.Y.S. Laws, rules and regulations governing the supervision of students and BOCES including the appropriate application of corporal punishment.
13. The parties agree that the Contractor shall be paid the sum of **\$60,000 per year per School Resource Officer** for 2010-2011, **\$62,000 per year per School Resource Officer** for 2011-2012 and **\$64,000 per year per School Resource Officer** for 2012-2013.

The rate of pay and fringe is paid at the currently negotiated employee contract for the Contractor's police department and may change upon any future signed employee contract upon BOCES' receipt of statement of applicable salary and fringe charges. BOCES agrees to pay the Contractor on a quarterly basis upon presentation of a Billing Statement, listing the Contract number, Contract name, and any attached date including the date and times worked by the School Resource Officer(s).

BOCES agrees to pay the Contractor per the attached budget **\$60,000** per officer, not to exceed **\$120,000.00** per school year for thirty-five hours per week per officer for 2010-2011, **\$62,000** per officer, not to exceed **\$124,000.00** per school year for thirty-five hours per week per officer for 2011-2012 and **\$64,000** per officer, not to exceed **\$128,000.00** per school year for thirty-five hours per week per officer for 2012-2013. Any time spent by a School Resource Officer that is not related to the interest of the BOCES facilities will not be reimbursed. Any expenses or financial obligations made by a School Resource Officer without the prior approval of the BOCES' coordinator will become the responsibility of the Contractor. Any time spent at the BOCES facility over and above the contractually agreed upon hours per week will not be billed to BOCES unless prior approval for this expenditure is granted by an authorized agent of BOCES.

In the event of injury occurring to the School Resource Officer(s) while working for BOCES, BOCES will pay \$50.00 per day up to a maximum of seven (7) days for such period that the School Resource Officer is unable to work due to such injury.

14. The parties agree that all records must be available for a period of four (4) years and must be made available for audit by the New York State

Department of Education and New York State Audit and Control upon request.

15. This agreement contains all terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.
16. This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate governing bodies where required.
17. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, BOCES and/or the Contractor shall have the option to immediately terminate this Agreement upon providing written notice to the other party. In such an event, BOCES shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.
18. BOCES and the Contractor agree that this Agreement may be terminated upon thirty (30) days written notice to the other party at said party's designated address. In case of termination of said Agreement, BOCES will be provided with all documents, notes memoranda and reports (if any) with respect to the School Resource Officers' service up to the effective termination date of said Agreement. The parties further agree that this Agreement expires on **June 30, 2013**, without notice. Any extension or renewal of said Agreement shall be authorized by the BOCES Cooperative Board.

BOCES

Elaine M. Sulvo

By: BOCES Board President

Date

Contractor

[Signature]  
By: Oneida County Sheriff Office

10/16/10  
Date

**SHERIFF Daniel G. Middaugh**  
Contractor

By: Anthony J. Picente Jr.  
Oneida County Executive

Date 10/16/10  
Approved As To Form  
ONEIDA COUNTY ATTORNEY



# OFFICE OF THE SHERIFF

COUNTY OF ONEIDA

DANIEL G. MIDDAUGH  
SHERIFF

M. PETER PARAVATI  
UNDERSHERIFF

November 17, 2010

FN 20 10 - 443

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC - 3 PM 2:40

Anthony Picente Jr  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**PUBLIC SAFETY**

**WAYS & MEANS**

Dear Mr. *Picente*

The Sheriff's Office is requesting the approval of a contract for one Sheriff's Deputy to be designated as a School Resource Officer located at Oneida Herkimer Madison B.O.C.E.S. This contract will allow for the funding of the School Resource Officer over a three year period. The school district participants to be covered are from Waterville and Remsen. Separate correspondence for the creation of a Deputy Sheriff's position and a Supplemental Appropriation for the funding of the position has also been generated.

Please find attached related letters and contracts.

If I can be of further assistance, please feel free to contact me.

Thank you.

Sincerely,

*Daniel G. Middaugh*  
Daniel G. Middaugh  
Sheriff

Reviewed and Approved for submittal to the  
Oneida County Board or Legislators by

*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive

Date 12/2/10

**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495



Oneida Co. Department: Sheriff

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization: Oneida Herkimer Madison BOCES**

**Title of Activity or Service: One School Resource Officer**

**Proposed Dates of Operation: Date of Contract Execution – to June 30, 2013**

**Client Population/Number to be Served: Waterville, Remsen school districts serviced**

**Summary Statements**

1) **Narrative Description of Proposed Services** SRO services

2) **Program/Service Objectives and Outcomes:** To create a safe and secure setting for the educational process to take place within a school environment and to engage the services of an SRO to deal with problems in this environment.

3) **Program Design and Staffing :** 1 full time Deputy

**Total Funding Requested:** \$186,000 **Account #** A3120.101 and A3120.800

**Oneida County Dept. Funding Recommendation:** Recommend funding

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Federal Grant through BOCES

**Cost Per Client Served:** N/A

**Past Performance Data:** New Contract

**O.C. Department Staff Comments:**

# School Resource Officer

## Agreement for Services

THIS AGREEMENT, made and entered into, by and between **Oneida County Sheriff Office**, an Agency of the county of Oneida, New York (hereinafter called "Contractor") and the **Oneida-Herkimer-Madison Board of Cooperative Educational Services** (hereinafter called "BOCES") **Safe Schools/Healthy Students Initiative**.

WHEREAS, BOCES Safe Schools/Healthy Students Initiative has need for a more intensive and coordinated approach to creating a safe and secure setting for the educational process to take place, and

WHEREAS, BOCES Safe Schools/Healthy Students Initiative desires to engage the services of a School Resource Officer to deal with the problems that occur within the school environment, and

WHEREAS, the Contractor is desirous to provide personnel to BOCES Safe Schools/Healthy Students Initiative to be utilized as School Resource Officer(s) at the times and places hereinafter indicated, and

WHEREAS, the parties agree that the parties' goals are the following:

1. Establish a multidisciplinary team consisting of experienced and trained personnel from law enforcement and the staff of BOCES Safe Schools/Healthy Students Initiative,
2. Increase the physical presence of a School Resource Officer within the BOCES Safe Schools/Healthy Students Initiative participating components districts,
3. Decrease the number of incidences involving outside police intervention at the above named facilities,
4. Increase a sense of safety and order within the school setting,
5. Provide counseling and advice to troubled students and staff,

NOW, THEREFORE, in exchange for the consideration hereinafter stated:

1. BOCES, hereby agrees to secure the services of the Contractor and Contractor agrees to provide to BOCES Safe Schools Healthy Students Initiative the services of one police officer who will serve as School Resource Officers on a part-time basis from **Sept. 7, 2010** to **June 30, 2013** to be assigned as follows:
  - Thirty-five (35) hours per week to be assigned to the BOCES Safe Schools/Healthy Students Initiative participating components districts,

2. The Contractor agrees to have an officer(s) on site at the BOCES participating components districts mutually agreed upon for a total of thirty-five (35) hours per week.
3. The School Resource Officer(s) will wear the Contractor's department uniform including sidearm in an authorized holster when appropriate.
4. The Contractor will provide substitute coverage when the designated officer(s) is absent. To the extent possible, the designated officer's substitutes shall be limited in number to afford student and staff familiarity.
5. The Contractor agrees that the general duties and responsibilities of the officer(s) when working as School Resource Officer at each of the facilities will be as follows:
  - Provide for the security and safety of all students, staff, and visitors, protect school property and maintain order in and around the school site.
  - Provide intervention between students and/or staff using appropriate techniques to calm and control situations.
  - Under the supervision of the Principal or designee, investigate all crimes and incidents occurring on and in the vicinity of school grounds. Provide the appropriate documentation for such investigations.
  - Report all violations of law, school rules, regulations or policies to school administration.
  - Enforce New York State laws, rules and regulations.
  - Act as a liaison with police and fire officials.
  - Advise school administration of any circumstance or situations that may create a potential for harm to persons, or damage to, or loss of property.
  - Screen all persons entering the building or school grounds. Take necessary action to prohibit loitering and trespassing on school grounds.
  - Become familiar with all hidden recesses in the building and check them periodically.
  - Become familiar with Student Code of Conduct, particularly prohibited items: cellular telephones, pagers, walkmans, wearing of hats, etc. Take required action to enforce the Code of Conduct and/or seize prohibited items.
  - Enforce Code of Conduct.
  - Maintain post integrity. Be highly visible at all times and refrain from unnecessary fraternization with other officers/employees.
  - Report for duty in a timely manner. If unable to work, give prior notification to BOCES Safe Schools/Healthy Students Initiative and Contractor to make sure that a substitute has been arranged.
  - Question any individual not having appropriate identification who appears to be a student to ascertain his/her status.
  - Act as a mentor to students by maintaining a casual relationship with students; attempt to develop a rapport with students.
  - Develop a common working relationship with the staff.

- Report directly to the Principal or his/her designee.
  - When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety.
6. The designated School Resource Officer(s) and any substitute officers are not employees of BOCES as that term is commonly understood and, therefore, it is expressly understood that BOCES is not responsible for any worker's compensation, disability or medical insurance coverage for said officer(s).
  7. Any investigations, arrests, interviews, or other matters that require additional time at the BOCES over and above the agreed upon seven (7) hours per day per officer will be provided to BOCES at no additional charge by the Contractor.
  8. The parties agree that all information exchanged is considered confidential under Federal and New York State Law and will be used only for the purpose outlined in the Contract.
  9. The Contractor and any subsequent substitute(s) shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection from an HIV – related test.

The Contractor and any other substitute officers from Oneida County Sheriff Office agrees that their staff to whom confidential HIV – related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.

The Contractor and any substitute contractor must include the following written statement when disclosing any confidential HIV – related information.

“This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”

10. It is understood by BOCES and the Contractor that the Oneida County Sheriff Office, Oneida County, NY (the police department source for School Resource Officer candidates) will retain tactical control of the officer(s). When the School Resource Officer(s) becomes aware of any illegal activity, he/she will then function as an Oneida County Sheriff Deputy with respect to the investigation and prosecution of such illegal activity.

11. BOCES shall hold the Contractor and the designated School Resource Officer(s) harmless from any action, suit or claim that arises from the reasonable performance of duties by the designated officer as a School Resource Officer. BOCES shall not be responsible for grossly negligent conduct, conduct performed outside the scope of the School Resource Officer's duties or conduct occasioned by the School Resource Officer's actions as an Oneida County Sheriff as indicated in Paragraph "10" above.
12. Notwithstanding any other provision of this Agreement, the School Resource Officer(s) shall comply with all N.Y.S. Laws, rules and regulations governing the supervision of students and BOCES including the appropriate application of corporal punishment.
13. The parties agree that the Contractor shall be paid the sum of **\$60,000 per year** for 2010-2011, **\$62,000 per year** for 2011-2012 and **\$64,000 per year** for 2012-2013.

The rate of pay and fringe is paid at the currently negotiated employee contract for the Contractor's police department and may change upon any future signed employee contract upon BOCES' Safe Schools/Healthy Students Initiative receipt of statement of applicable salary and fringe charges. BOCES agrees to pay the Contractor on a quarterly basis upon presentation of a Billing Statement, listing the Contract number, Contract name, and any attached date including the date and times worked by the School Resource Officer(s).

BOCES agrees to pay the Contractor per the attached budget **\$60,000** per officer for thirty-five hours per week for 2010-2011, **\$62,000** per officer for thirty-five hours per week 2011-2012 and **\$64,000** per officer for thirty-five hours per week for 2012-2013. Any time spent by a School Resource Officer that is not related to the interest of the BOCES Safe Schools/Healthy Students Initiative will not be reimbursed. Any expenses or financial obligations made by a School Resource Officer without the prior approval of the BOCES' Safe Schools/Healthy Students Project Director will become the responsibility of the Contractor. Any time spent at the participating component districts over and above the contractually agreed upon hours per week will not be billed to BOCES Safe Schools/Healthy Students Initiative unless prior approval for this expenditure is granted by an authorized agent of BOCES.

In the event of injury occurring to the School Resource Officer(s) while working for BOCES, BOCES will pay \$50.00 per day up to a maximum of seven (7) days for such period that the School Resource Officer is unable to work due to such injury.

14. The parties agree that all records must be available for a period of four (4) years and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request.

15. This agreement contains all terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.
16. This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate governing bodies where required.
17. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, BOCES and/or the Contractor shall have the option to immediately terminate this Agreement upon providing written notice to the other party. In such an event, BOCES shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.
18. BOCES and the Contractor agree that this Agreement may be terminated upon thirty (30) days written notice to the other party at said party's designated address. In case of termination of said Agreement, BOCES will be provided with all documents, notes memoranda and reports (if any) with respect to the School Resource Officers' service up to the effective termination date of said Agreement. The parties further agree that this Agreement expires on **June 30, 2013**, without notice. Any extension or renewal of said Agreement shall be authorized by the BOCES Cooperative Board.

BOCES

Elaine M. Dalvo  
By: BOCES Board President

\_\_\_\_\_  
Date

Contractor

[Signature]  
By: Oneida County Sheriff Office

10/16/10  
Date

**Co-SHERIFF Daniel G. Middaugh**

\_\_\_\_\_  
By: Anthony J. Picente Jr.  
Oneida County Executive

\_\_\_\_\_  
Date

Approved As To Form  
ONEIDA COUNTY ATTORNEY

By: [Signature]

Anthony J. Picente, Jr  
Oneida County Executive



John P. Talerico  
Commissioner of Personnel

**ONEIDA COUNTY DEPARTMENT OF PERSONNEL**

County Office Building 800 Park Avenue Utica, New York 13501-2986  
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net  
Web site: www.ocgov.net

November 30, 2010

FN 20 10 - 444

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**PUBLIC SAFETY**

**WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC -3 PM 2:22

Dear County Executive Picente:

Attached is the correspondence from David Tomidy, Probation Director, requesting the creation of one (1) new Probation Assistant position (Grade 25W, Step 1 \$29,827) and one (1) new Probation Officer position (Grade 27W, Step 1 \$32,231). These positions are for the recently approved BOCES/Safe Schools Contract approved by the Oneida County Board of Legislators on October 13, 2010, Resolution #309.

This request will require action by the Board of Legislators.

Sincerely,

Handwritten signature of John P. Talerico in black ink.

John P. Talerico  
Commissioner of Personnel

Copy: Probation  
Hon. Gerald Fiorini  
Budget

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Handwritten signature of Anthony J. Picente, Jr. in black ink, written over a horizontal line.

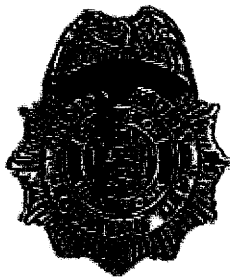
Anthony J. Picente, Jr.  
County Executive

Date 12/2/10

Anthony J. Picente, Jr.  
*County Executive*



David Tomidy  
*Director*



## ***Oneida County Probation Department***

*321 Main Street, 2<sup>nd</sup> Floor, Utica, New York 13501*

*Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467*  
*Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073*  
*E-mail: [probation@ocgov.net](mailto:probation@ocgov.net) · Web Site: [www.ocgov.net](http://www.ocgov.net)*

Thomas J. Marcoline  
*Deputy Director*

*Supervisors*  
Thomas Brognano  
Patrick Cady  
Paula Mrzlikar  
David J. Radell

November 30, 2010

Mr. John Talerico, Commissioner  
Oneida County Department of Personnel  
Oneida County Office Building  
800 Park Avenue – 3<sup>rd</sup> Floor  
Utica, New York 13501

Dear John:

Pursuant to approved Resolution #309 I am officially requesting the creation of one Probation Officer and one Probation Assistant position for our recently approved BOCES/Safe Schools Contract.

I am hoping to hire for these two positions in January, 2011, if possible.

Thank you for your support.

Very truly yours,

A handwritten signature in black ink that reads "David Tomidy".

DAVID TOMIDY  
PROBATION DIRECTOR

DT:kas



Anthony J. Picente, Jr.  
County Executive



David Tomidy  
Director



**Oneida County Probation Department**  
321 Main Street, 2<sup>nd</sup> Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467  
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073  
E-mail: [probation@ocgov.net](mailto:probation@ocgov.net) · Web Site: [www.ocgov.net](http://www.ocgov.net)

Thomas J. Marcoline  
Deputy Director

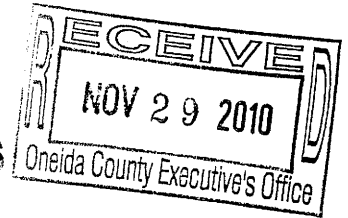
**Supervisors**  
Thomas Brognano  
Patrick Cady  
Paula Mrzlikar  
David J. Radell

EN 20 10 445 November 24, 2010

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue – 10<sup>th</sup> Floor  
Utica, New York 13501

**PUBLIC SAFETY**

**WAYS & MEANS**



Dear County Executive:

The Probation Department has received notification from the United States Marshall that they are the recipient of a grant for a total of \$8,000. These grant funds are to be used to support the maintenance, upkeep, and retro fitting equipment for a new vehicle which will be used by the Probation Department and is also a gift from the United States Marshall's Office. .

I, therefore, request your Board approve the following **2011** supplemental appropriation:

TO:

AA# A3140.295 - Probation, Other Equipment .....	\$ 5,000.
AA# A3140.456 - Probation, Gasoline and Oil .....	3,000.
Total:	\$ 8,000.

This supplemental appropriation will be fully supported by unanticipated revenue in:

RA# A4389.1 - - - -Federal Aid – Marshall's Task Force.....	\$ 8,000.
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Respectfully submitted,

*David Tomidy*  
David Tomidy  
Director of Probation

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC -3 PM 2:11

DT:kas

C: County Attorney  
Comptroller  
Budget Director  
Comm. of Social Services

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive  
Date: 12/2/10

# ONEIDA COUNTY HEALTH DEPARTMENT

*A Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501*

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES  
DIRECTOR OF HEALTH

## ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

FN 20 10 - 446

2010 DEC - 3 PM 2:39  
RECEIVED  
ONEIDA COUNTY LEGISLATURE

November 22, 2010

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

## PUBLIC HEALTH WAYS & MEANS

Dear Mr. Picente:

Due to higher utilization of required medical interpretation and peer counselor services, we are anticipating a shortage in the account that supports these activities for Oneida County's WIC Program. The New York State WIC Program has approved our request to modify our budget to accommodate the above-mentioned issues.

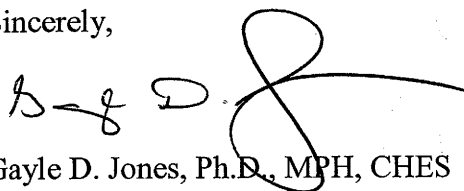
We are requesting the following transfer for the 2010 fiscal year:

<b>From:</b> A4082.251 – Automotive Equipment.....	\$9,000
<b>To:</b> A4082.195 – Other Fees & Services.....	\$9,000

Please request the Board to act on the above-mentioned at their earliest convenience.

If you have any questions, please do not hesitate to contact me at 798-5220.

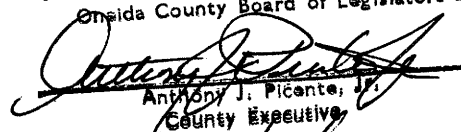
Sincerely,



Gayle D. Jones, Ph.D., MPH, CHES  
Director of Health

cc: T. Keeler, Director of Budget  
ry

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by



Anthony J. Picente, Jr.  
County Executive

Date 12/2/10

# ONEIDA COUNTY HEALTH DEPARTMENT

*A Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501*

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PH.D, MPH, CHES  
DIRECTOR OF HEALTH

## ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

November 22, 2010

FN 20 10-447

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

## PUBLIC HEALTH

## WAYS & MEANS

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC -3 PM 2:28

Dear Mr. Picente:

Attached are five (5) copies of a grant from Health Research, Inc. and Oneida County through its Health Department for the provision of bioterrorism and emergencies.

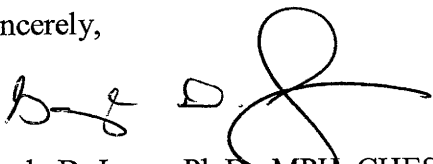
The purpose of this grant is to provide the Health Department with the tools to prepare and plan for bioterrorism, disasters and emergencies by working with local agencies, emergency personnel, hospitals and laboratories by planning, training, identifying risk communications and participating in the biohazard detection system along with hospital and health care facilities. The term of this agreement shall become available on August 10, 2010 and remain in effect through August 9, 2011 with reimbursement in the amount of \$194,283. This grant is 100% State funded.

If this grant meets with your approval, please forward to the Board of Legislators.

This grant is being submitted for your approval after the commencement date due to the grant being received on November 16<sup>th</sup>.

Feel free to contact me at 798-5220 should you require additional information.

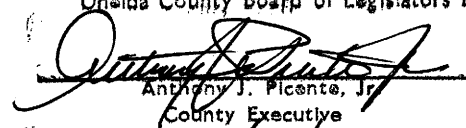
Sincerely,



Gayle D. Jones, Ph.D., MPH, CHES  
Director of Health

attachments  
ry

Reviewed and approved for submittal to the  
Oneida County Board of Legislators by



Anthony J. Picente, Jr.  
County Executive

Date 12/3/10

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Administration

Contract Number: 001577-08

**NAME AND ADDRESS OF VENDOR:** Ki Whaley, Contract Administrator  
Health Research Inc.  
Riverview Center  
150 Broadway, Suite 560  
Menands, New York 12204

**VENDOR CONTACT PERSON:** Lisa Worden

**SUMMARY STATEMENTS:** This grant provides the tools to prepare and plan for bioterrorism, disasters and emergencies by working with local agencies, emergency personnel, hospitals, laboratories, etc., by planning, training, identifying risk communications, participation in biohazard detection system, hospital and health care facilities.

**PREVIOUS CONTRACT YEAR:** August 10, 2009 through August 9, 2010  
**TOTAL:** \$100,000

**THIS CONTRACT YEAR:** August 10, 2010 through August 9, 2011  
**TOTAL:** \$194,283

\_\_\_\_\_ **NEW**        X   **RENEWAL**      \_\_\_\_\_ **AMENDMENT**

**FUNDING SOURCE:** A3481 Grant Award

Less Revenues:	_____	_____
State Funds: (Health Research, Inc.)		\$ 194,283
County Dollars – Previous Grant		\$ -0-
County Dollars – This Grant		\$ -0-

**SIGNATURE:** Gayle D. Jones, Ph.D., MPH, CHES

**DATE:** November 22, 2010

Contract Reviewed By:   
Brian M. Miga  
Assistant County Attorney

Date: 11/23/10

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## Exhibit "A"

### Scope of Work:

The New York State Department of Health (NYSDOH) will provide each recipient, via the Health Information Network (HIN), with the documents titled: "LHD Deliverables GY 11 (2010-2011)", "LHD Maintenance Deliverables GY 11 (2010-2011)," and LHD H1N1 PHER Deliverables (2010-2011)." Recipients will be expected to perform activities in support of the deliverables outlined in these documents.

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**BUDGET ELABORATION**

Special Requirements: (For additional requirements see Attachment B: Program Specific Clauses)

~~Budget increases or changes to contract personnel, new equipment and new or increased costs of contractual/consultant agreements require prior approval.~~

**Salaries/Personnel**

**\$32,278**

**NOTE: Prohibition on Supplanting of Funds – Per Centers for Disease Control and Prevention (CDC) guidance “Cooperative agreement funds under this program may not be used to replace or supplant any current state or local expenditures of the Public Health Service Act.”**

Position Title/Incumbent Name(s)	Annual Salary	# Months	% Effort	Amount Requested
List only those positions funded on this contract. If salary for position will change during the contract period, use additional lines to show salary levels for each period of time.	Salary for 12 months, regardless of funding source	# of months or pay periods funded on this contract	% of effort funded by this contract	
Public Health Planner/Vacant	\$48,020	15.6 PP	30%	\$8,644
Program Analyst/Lisa Worden	\$50,135	26 PP	30%	\$15,041
Data Processing Clerk	\$22,186	15.6 PP	30%	\$3,993
Public Education Coordinator/Ken Fanelli	\$45,996	26 PP	10%	\$4,600

**Position Descriptions:**

*For each position listed above, provide a brief description of the duties supported by this contract.*

Name, Title: Vacant (to be filled), Public Health Planner

Contract Duties:The full-time PH.Planner will coordinate health planning activities with other local community agencies and providers to implement emergency action plans to address various situations, such as disease epidemics, bioterrorism, etc... The incumbent will work with departmental programs to assist in the enhancement, planning, coordination, and implementation of programmatic and staff training activities related to emergency preparedness and response. The planner will partner with these agencies, as well as the various divisions within Oneida County Health Department. The incumbent will ensure that reports of grant-related deliverables and participation in drills and exercises to gauge success in the implementation of various plans, submission of After Action Reports (AAR's) with deficiencies (if any) and the timeframes for their correction.

Name, Title: Vacant (to be filled) Data Processing Clerk

Contract Duties: Incumbent performs selected information verifying skills for quality assurance and accuracy. They also process data/information regarding ECLRS, CDESS, and syndromic surveillance. This individual works closely with the Director of Clinical Services and staff of the department's Communicable Disease Program. This person helps the Public Health Planner and Public Health Educator deliver BT-Related teleconferences, workshops, and other educational functions.

Name, Title: Lisa Worden, Program Analyst

Contract Duties: The incumbent will work with the Planner in the coordination of emergency preparedness activities within the Department and with other local community agencies and providers in the development of emergency action plans to address various public health emergencies. The incumbent will assist in the implementation and reporting of grant deliverables and participate in drills and exercises to gauge success in the implementation of various plans, submission of After Action Reports with deficiencies and timeframes for their correction. The incumbent will participate in the preparation and management of grant budget and funds to meet grant deliverables

Name, Title: Ken Fanelli, Public Education Coordinator

Contract Duties: This employee works under the general direction of the Director of Public Health, and is the Public Information Officer (PIO) for the department, and will be the spokesperson for the media; develop risk communication messages during "outbreaks" and other health emergencies; participate in exercises/drills during which the incumbent will develop and disseminate information for the public regarding activities being performed by the OCHD to mitigate ~~the incident, and what the Oneida County public can do to best protect their health.~~

**Equipment**

**\$0**

Health Research, Inc. (HRI) defines "equipment" as computers and other electronic devices with a unit cost of \$500 or more, and all other items with a unit cost of \$1,000 or more. Your institution will likely have similar thresholds to differentiate "equipment" from "supplies" and these thresholds may be higher or lower than those set by HRI. For the purpose of this contract, please utilize whichever threshold is lower. Each item in the Equipment category will require a copy of the invoice, proof of payment (check # and date) and equipment serial numbers when submitting vouchers for reimbursement. NOTE: Any single item priced at \$25,000 or more will require three quotes and prior approval. All equipment purchased must be inventoried on the attached form.

<u>Amount</u>	<u>Item Description</u>
\$ _____	
\$ _____	

Justification:

**Miscellaneous**

**\$32,699**

Funds may be used to support program-related miscellaneous costs. Please note any food / refreshment costs which will exceed \$15.00 per person must be approved by NYSDOH prior to the event (Please refer to DOH-HEPP Meeting Expense Reimbursement Guidelines). All services must be provided within the contract period (services provided prior to the beginning or after the end date of the contract are not allowable costs for reimbursement).

<u>Amount</u>	<u>Item Description</u>	<u>Justification</u>
\$235	Laptop encryption software maintenance	\$14.70 per year maintenance for each PHEP designated laptop (16 total). Encryption enhances security of these laptops and protects sensitive emergency planning and/or client information (e.g., PODs, Clinics)
\$2,400	Air cards	Recurring costs of air cards for Laptops to ensure remote and wireless access to Internet and HIN after hours and during PODs, Flu Clinics and other public health emergencies (\$40 per month X 5 cards)
\$2,669	IP Connection	Maintenance costs of videoconferencing equipment located at 406 Elizabeth St. (\$222.45 per month)
\$300	Multi-conferencing	Multi-conferencing telephone service for improved reception for multi partner conference calls hosted by Oneida County Health Dept. with hospitals, Emergency Management, EMS and other emergency planning partners.
\$4,800	Blackberries - Cell Phones	For rental of four blackberry cell phones for key OCHD PHEP staff for 24/7 emergency access and Internet connectivity. (\$100 mon X 4 phones)
\$4,000	Food/Refreshment Costs (not to exceed 15.00 per person)	Refreshments for emergency planning and community engagement meetings and for staff/volunteers at emergency response events including PODs and mass vaccination clinics
\$5,000	Interpretation/Translation Services	Oneida County has a significant refugee and immigrant population with over 40 languages in the City of Utica alone. Interpretation and translation services will be needed for PHEP PODs, Clinics, presentations, and community education materials.
\$13,295	Promotional Supplies and Services	PHEP promotional and marketing and advertising costs and in house and professional printing of signs, posters, and other PHEP educational materials for community distribution, meeting materials. Handouts and other educational materials and supplies for distribution at Clinics, PODs, CHERP and community engagement meetings

**Counties with a federally approved administrative cost rate:**

Organizations that have a federally approved indirect costs rate **MUST** attach the approved indirect cost agreement (all pages) and need only delineate the calculation used to determine the amount of administrative costs being requested. These organizations will be allowed up to a maximum of 10% of total direct costs or the approved rate, whichever is less, for indirect costs. The rate must be multiplied by the same base (i.e. total direct costs, modified direct costs . . .) as used in the federally approved agreement to result in the amount requested.

Rate Approved: %  
 Rate Requested: %  
 Amount Requested: \$ \_\_\_\_\_

**Counties without a federally approved administrative cost rate:**

For those agencies that do NOT have a federally approved indirect cost rate, administrative costs will be allowed up to a maximum of 10% of total direct costs. Attach a copy of the financial page(s) from the most recent audited financial statements, which support the amounts listed below.

Most recently audited financial statements

Date: \_\_\_\_\_

Total Agency Budget	\$xxx,xxx
(Total Agency Administrative Costs)	- \$xx,xxx
Total Agency Direct Costs	\$xx,xxx

Total Agency Administrative Costs divided by Total Agency Direct Costs xx.xx%

Requested rate and amount for administrative costs: Rate Requested: %  
 \*\*No portion of administrative costs can be directly billed.

Amount Requested:

**RESTRICTED**

**H1N1 Funds**

**\$90,956**

These funds are restricted pending submission and approval of a budget modification providing a detailed budget and justification.



**Attachment A**  
**General Terms and Conditions - Health Research Incorporated Contracts**

**1. Term** - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the Term) unless terminated sooner as hereinafter provided.

**2. Allowable Costs/Contract Amount -**

a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.

b) It is expressly understood and agreed that the aggregate of all allowable costs under this reimbursement contract shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.

c) The allowable cost of performing the work under this contract shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable (as reasonably determined by HRI) to the contract, in the performance of the Scope of Work. To be allowable, a cost must be consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. Contractor shall supply documentation of such policies and procedures to HRI when requested.

d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to inspection by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for seven years thereafter. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

**3. Administrative, Financial and Audit Regulations -**

a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally funded projects only), regardless of the source of the funding specified (federal/non federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Requirements.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	2 CFR Part 215	2 CFR Part 220	OMB Circular A-133
Non Profit	2 CFR Part 215	2 CFR Part 230	OMB Circular A-133
State, Local Gov. or Indian Tribe	OMB Circular A-102	2 CFR Part 225	OMB Circular A-133
Private Agencies	45 CFR Part 74	48 CFR Part 31.2	OMB Circular A-133
Hospitals	2 CFR Part 215	45 CFR Part 74	OMB Circular A-133

b) If this Contract is federally funded, the Contractor will provide copies of audit reports required under ~~any of the above audit requirements to HRI within 30 days after completion of the audit.~~

termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default.

**6. Indemnity** - Contractor agrees to indemnify, defend and hold harmless, HRI, its officers, directors, agents, servants, employees and representatives, the New York State Department of Health, and the State of New York from and against any and all claims, actions, judgments, settlements, loss or damage, together with all costs associated therewith, including reasonable attorneys' fees arising from, growing out of, or related to the Contractor or its agents, employees, representatives or subcontractor's performance or failure to perform during and pursuant to this Agreement. In all subcontracts entered into by the Contractor, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

**7. Amendments/Budget Changes –**

- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.
- b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
- c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

**8. Insurance -**

a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.

b) Types of Insurance—the types of insurance required to be maintained throughout the Term are as follows:

- 1) Workers Compensation for all employees of the Contractor and Subcontractors engaged in performing this Agreement, as required by applicable laws.
- 2) Disability insurance for all employees of the Contractor engaged in performing this Agreement, as required by applicable laws.
- 3) Employer's liability or similar insurance for damages arising from bodily injury, by accident or disease, including death at any time resulting therefrom, sustained by employees of the Contractor or subcontractors while engaged in performing this Agreement.
- 4) Commercial General Liability insurance for bodily injury, sickness or disease, including death, property damage liability and personal injury liability with limits as follows:

Each Occurrence - \$1,000,000

~~Personal and Advertising Injury - \$1,000,000~~

## **12. Non-Discrimination -**

a) The Contractor will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. The Contractor has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including, but not limited to managerial personnel, based on any of the factors listed above.

b) The Contractor shall not discriminate on the basis of race, creed, color, sex national origin, age, disability or marital status against any person seeking services for which the Contractor may receive reimbursement or payment under this Agreement.

c) The Contractor shall comply with all applicable Federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of service.

**13. Use of Names -** Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 9 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the expressed written approval of HRI.

## **14. Site Visits and Reporting Requirements -**

a) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.

b) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

## **15. Miscellaneous -**

a) Contractor and any subcontractor are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provision requiring the subcontractor to pay its Employer Obligations when due.

b) This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.

c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

d) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and ~~for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered~~

**17. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -**  
The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.

- 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
- 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
- 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
- 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination)
- 5) Sections 522 and 526 of the PHS Act as amended, implemented at 45 CFR Part 84 (non discrimination for drug/alcohol abusers in admission or treatment)
- 6) Section 543 of the PHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients)

b) Student Unrest If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor shall be responsible for carrying out the provisions of any applicable statutes relating to remuneration of funds provided by this Agreement to any individual who has been engaged or involved in activities describe as "student unrest" as defined in the Public Health Service Grants Policy Statement.

c) Notice as Required Under Public Law 103-333 If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

d) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in a) above shall be complied with as implemented by the Project Sponsor.

The Contractor agrees that the Standard Patent Rights Clauses (37 CFR 401.14) are hereby incorporated by reference.

e) Medicare and Medicaid Anti-Kickback Statute - Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specially under 42 U.S.C. 1320 7b(b) "Illegal remunerations" which states, in part, that whoever knowingly and willfully;

- (1) solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referred (or induce such person to refer) and individual to a person for the furnishing or arrangement for the furnishing of any item or service, OR
- (2) in return for purchasing, leasing, ordering, or recommendation purchasing, leasing, or ordering, purchase, lease, or order any good, facility, service or item.

For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.

Anti-Kickback Act Compliance - If this subject contract or any subcontract hereunder is in excess of \$2,000 and is for construction or repair, Contractor agrees to comply and to require all subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal-awarding agency.

Davis-Bacon Act Compliance - If required by Federal programs legislation, and if this subject contract or any subcontract hereunder is a construction contract in excess of \$2,000, Contractor agrees to comply and/or to require all subcontractors hereunder to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The contractor shall report all suspected or reported violations to the Federal-awarding agency.

Contract Work Hours and Safety Standards Act Compliance - Contractor agrees that, if this subject contract is a construction contract in excess of \$2,000 or a non-construction contract in excess of \$2,500 and involves the employment of mechanics or laborers, Contractor shall comply, and shall require all subcontractors to comply, with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence. Contractor agrees that this clause shall be included in all lower tier contracts hereunder as appropriate.

Clean Air Act Compliance - If this subject contract is in excess of \$100,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42. U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.

## Attachment "B" Program Specific Clauses

1. **Maximum Reimbursable Amount:** In the event that a Maximum Reimbursable Amount has been specified on the face page of this Agreement, it is understood and accepted by the Contractor that while the Budget attached hereto as Exhibit B is equal to the Total Contract Amount specified on the face page of this Agreement, the aggregate of all allowable costs reimbursed under this reimbursement contract will not exceed the Maximum Reimbursable Amount. The Contractor may incur allowable costs in all categories as noted in the Budget Exhibit B; however, the aggregate amount reimbursed by HRI under this Agreement shall not exceed the Maximum Reimbursable Amount. In the event the Maximum Reimbursable Amount is increased by HRI, the Contractor will be notified in writing by HRI.
2. Progress report template and instructions will be provided under separate cover.
3. **Budget Flexibility Percentage –** Re-budgets/transfers among total cost categories are allowed up to 25% of the total contract budget, or \$250,000 whichever is less, without prior approval. Budget increases or changes to contract personnel, new equipment and new or increased costs of contractual/consultant agreements require prior approval.
4. All subcontracts entered into must be executed as line item cost reimbursable. All of the requirements listed in Attachment A "General Terms and Conditions" and Attachment B "Program Specific Clauses" must be flowed down to all subcontractors as defined in the contract executed between Health Research, Incorporated and the County.
5. The following replaces the last sentence in Attachment A, Paragraph 4 b). Payments. "Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than Thirty (30) days from termination of the Agreement."
6. **Prohibition on Supplanting of Funds –** Per Centers for Disease Control and Prevention (CDC) guidance "Cooperative agreement funds under this program may not be used to replace or supplant any current state or local expenditures of the Public Health Service Act."
7. Laboratory capacity building costs are limited to designated Regional Level B Laboratories.
8. Construction, vehicles, rent/leases, pharmaceuticals, incentive items, and laboratory testing are not allowable direct costs on this contract.
9. The New York State Department of Health (NYSDOH) Communications Directory and Health Alert Network (HAN) are the official directory and alerting system for emergencies for healthcare organizations and local health departments. Hospital Emergency Reporting Data System (HERDS) is the official response system.
  - The NYSDOH will not support systems that alter the established reporting procedures/privileges for public health and health systems management.
  - Local (hospital/Regional Resource Centers/Consortium) systems developed with any HRI funding are not proprietary to the jurisdiction. Systems developed with HRI grant funds are the property of HRI.
  - NYSDOH will not support the development of local stand-alone systems that compete with NYSDOH systems on the HIN/HPN.
  - The contract will not support locally developed electronic systems to be used instead of reporting through the Health Information Network and Health Provider Network (HIN/HPN) web systems, including Electronic Clinical Laboratory Reporting System (ECLRS), HERDS, Emergency Department Surveillance and disease reporting.
10. All systems development will follow Public Health Information Network (PHIN) and National Health Information Infrastructure (NHII) standards as implemented on NYSDOH HIN/HPN. In line with this there are three methods of PHIN compliant data exchange with NYSDOH HIN/HPN:
  - Secure Web based manual data entry on the HIN/HPN
  - Secure file upload (manual uploading of data in standardized formats in batch/bulk)
  - Automated file submission using PHIN messaging system.

This system is the national standard and required of HRI funded projects. The PHIN is free of charge and easy to install. It provides multiple layers of strong encryption and protection of information in transport. Technical support is provided by Regional HAN Information Technology staff. The system is used by multiple New York City hospitals and large commercial clinical laboratories. PHIN is the NYSDOH strategic architecture being positioned for all large scale batch data submission activities to NYSDOH on the HPN by health care facilities. Other methodologies are not within the required standards and are not supported by these contract funds.

**Attachment "B" Program Specific Clauses  
Subcontract Confidentiality Language**

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Dear Commissioner/Public Health Director:

The following language was developed to help ensure the confidentiality of patient data accessed by sub-contractors to local health departments. The language was developed by a workgroup consisting of representatives from the New York State Department of Health and the New York State Association of County Health Officials. The confidentiality language must be included as part of any subcontract, involving confidential patient data, between a local health department and an outside entity (University of Rochester, Tobin Associates, etc.). In addition, this language must be a part of any further assignment or subcontract between the subcontractor (e.g. University of Rochester) and another entity (e.g. Tobin Associates) when confidential patient data is involved. The name of the County for which services are ultimately being performed must be specified in such subcontracts and assignments whenever the term "County" is used in this language. These confidentiality provisions must flow to all subcontractors.

If you have questions about this matter, please contact one of the individuals listed below. Thank you.

**Legal Issues:**

Barbara Asheld  
518-473-3233  
[bx01@health.state.ny.us](mailto:bx01@health.state.ny.us)

**Contract Issues:**

Joe Leathem  
518-408-2063  
[jml13@health.state.ny.us](mailto:jml13@health.state.ny.us)

- or -

Marie Desrosiers  
518-408-2063  
[mjf12@health.state.ny.us](mailto:mjf12@health.state.ny.us)

## Attachment "C"

### Federal Health Insurance Portability and Accountability Act ("HIPAA") Business Associate Agreement ("Agreement") Governing Privacy and Security

#### I. Definitions:

- (a) A Business Associate shall mean the CONTRACTOR.
- (b) A Covered Program shall mean the HRI/New York State Dept. of Health.
- (c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act ("HITECH") and its implementing regulations, including those at 45 CFR Parts 160 and 164 (the "Privacy Rule"). Information regarding HIPAA can be found on the web at [www.hhs.gov/ocr/hipaa/](http://www.hhs.gov/ocr/hipaa/).

#### II. Obligations and Activities of the Business Associate:

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected health Information that it creates, receives, maintains or transmits on behalf of the Covered Entity pursuant to this Agreement.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware. Such report shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed during any breach of information.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.



- (1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (2) Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a Business Associate through its activities under this contract with other information gained from other sources.
- (3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

#### IV. Obligations of Covered Program

##### Provisions for the Covered Program To Inform the Business Associate of Privacy Practices and Restrictions

- (a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- (b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
- (c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

Parties that return or destruction of Protected Health Information is not possible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not possible, for so long as Business Associate maintains such Protected Health Information.

#### VII. Violations

- (a) It is further agreed that any violation of this agreement may cause irreparable harm to the Covered Program, therefore the Covered Program may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- (b) The Business Associate shall indemnify and hold the Covered Program harmless against all claims and costs resulting from acts/omissions of the Business Associate in connection with the Business Associate's obligations under this Agreement.

#### VIII. Miscellaneous

- (a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) *Survival.* The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.
- (d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.
- (e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this Agreement is controlling.
- (f) *HIV/AIDS.* If HIV/AIDS information is to be disclosed under this Agreement, the Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

**AGREEMENT**

This Agreement, made this 10<sup>th</sup> day of NOV., 2010 by and between HEALTH RESEARCH, INC., with offices located at Riverview Center, 150 Broadway, Ste. 560, Menands, NY 12204, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

Oneida County Department of Health  
185 Genesee St.  
Adirondack Bank Building  
Utica, NY 13501 hereinafter referred to as the "Contractor"  
(a(n) State/Local Government

**WITNESSETH**

**WHEREAS**, HRI has been awarded a grant from the Center Disease Control Prevent, hereinafter referred to as the "Project Sponsor" under grant/contract number 5U90TP21698810/1H75TP00034701/3U90TP21698810S1, hereinafter referred to as "Sponsor Reference"; and,

**WHEREAS**, part of the overall project involves the following:

*Public Health Preparedness/Response for Bioterrorism*

**WHEREAS**, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

**Definitions:** Throughout this Agreement, the following terms shall have the following definitions:

"Contract Start Date": 08/10/2010

"Contract End Date": 08/09/2011

"Total Contract Amount": \$194,283

"HRI Project Director": Birkhead, Dr. Guthrie

"Required Voucher Frequency": Monthly

"HRI Contract Number": 1577-08

"Catalog of Federal Domestic Assistance Number": 93.069 ("This contract is "Federally" funded.")

"Budget Flexibility Percentage": 25 % Percent of Total - Cumulative re-budget among categories is allowed by this percentage of the Total Contract Amount, or \$250,000, whichever is less

**Attachments / Exhibits:** The following are hereby incorporated and made a part of this Agreement:

Exhibit A - "Scope of Work"

Exhibit B - "Budget"

Exhibit C - Reporting/Vouchering Instructions

Attachment A - "General Conditions for HRI Contracts"

Attachment B - "Program Specific Clauses" (if checked) [ X ]

Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) [ X ]

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

**Health Research, Inc.**

**Oneida County Department of Health**

Federal ID: 15-6000460-

Approved as to Form Only  
Assistant County Attorney

By: Brian M. Miga  
Assistant County Attorney

Michael J. Nazarko  
Name: Michael J. Nazarko  
Title: Executive Director

Anthony J. Picente, Jr.  
Name: Anthony J. Picente, Jr.  
Title: Oneida County Executive

## **Exhibit "A"**

### **Scope of Work:**

The New York State Department of Health (NYSDOH) will provide each recipient, via the Health Information Network (HIN), with the documents titled: "LHD Deliverables GY 11 (2010-2011)", "LHD Maintenance Deliverables GY 11 (2010-2011)," and LHD H1N1 PHER Deliverables (2010-2011)." Recipients will be expected to perform activities in support of the deliverables outlined in these documents.

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## **BUDGET ELABORATION**

Special Requirements: (For additional requirements see Attachment B: Program Specific Clauses)

Budget increases or changes to contract personnel, new equipment and new or increased costs of contractual/consultant agreements require prior approval.

### **Salaries/Personnel**

**\$32,278**

**NOTE: Prohibition on Supplanting of Funds – Per Centers for Disease Control and Prevention (CDC) guidance “Cooperative agreement funds under this program may not be used to replace or supplant any current state or local expenditures of the Public Health Service Act.”**

Position Title/Incumbent Name(s)	Annual Salary	# Months	% Effort	Amount Requested
List only those positions funded on this contract. If salary for position will change during the contract period, use additional lines to show salary levels for each period of time.	Salary for 12 months, regardless of funding source	# of months or pay periods funded on this contract	% of effort funded by this contract	
Public Health Planner/Vacant	\$48,020	15.6 PP	30%	\$8,644
Program Analyst/Lisa Worden	\$50,135	26 PP	30%	\$15,041
Data Processing Clerk	\$22,186	15.6 PP	30%	\$3,993
Public Education Coordinator/Ken Fanelli	\$45,996	26 PP	10%	\$4,600

### **Position Descriptions:**

*For each position listed above, provide a brief description of the duties supported by this contract.*

**Name, Title:** Vacant (to be filled), Public Health Planner

**Contract Duties:** The full-time PH Planner will coordinate health planning activities with other local community agencies and providers to implement emergency action plans to address various situations, such as disease epidemics, bioterrorism, etc... The incumbent will work with departmental programs to assist in the enhancement, planning, coordination, and implementation of programmatic and staff training activities related to emergency preparedness and response. The planner will partner with these agencies, as well as the various divisions within Oneida County Health Department. The incumbent will ensure that reports of grant-related deliverables and participation in drills and exercises to gauge success in the implementation of various plans, submission of After Action Reports (AAR's) with deficiencies (if any) and the timeframes for their correction.

**Name, Title:** Vacant (to be filled) Data Processing Clerk

**Contract Duties:** Incumbent performs selected information verifying skills for quality assurance and accuracy. They also process data/information regarding ECLRS, CDESS, and syndromic surveillance. This individual works closely with the Director of Clinical Services and staff of the department's Communicable Disease Program. This person helps the Public Health Planner and Public Health Educator deliver BT-Related teleconferences, workshops, and other educational functions.

**Name, Title:** Lisa Worden, Program Analyst

**Contract Duties:** The incumbent will work with the Planner in the coordination of emergency preparedness activities within the Department and with other local community agencies and providers in the development of emergency action plans to address various public health emergencies. The incumbent will assist in the implementation and reporting of grant deliverables and participate in drills and exercises to gauge success in the implementation of various plans, submission of After Action Reports with deficiencies and timeframes for their correction. The incumbent will participate in the preparation and management of grant budget and funds to meet grant deliverables

**Name, Title:** Ken Fanelli, Public Education Coordinator

**Contract Duties:** This employee works under the general direction of the Director of Public Health, and is the Public Information Officer (PIO) for the department, and will be the spokesperson for the media; develop risk communication messages during "outbreaks" and other health emergencies; participate in exercises/drills during which the incumbent will develop and disseminate information for the public regarding activities being performed by the OCHD to mitigate the incident, and what the Oneida County public can do to best protect their health.

**Equipment****\$0**

Health Research, Inc. (HRI) defines "equipment" as computers and other electronic devices with a unit cost of \$500 or more, and all other items with a unit cost of \$1,000 or more. Your institution will likely have similar thresholds to differentiate "equipment" from "supplies" and these thresholds may be higher or lower than those set by HRI. For the purpose of this contract, please utilize whichever threshold is lower. Each item in the Equipment category will require a copy of the invoice, proof of payment (check # and date) and equipment serial numbers when submitting vouchers for reimbursement. NOTE: Any single item priced at \$25,000 or more will require three quotes and prior approval. All equipment purchased must be inventoried on the attached form.

Amount            Item Description  
 \$ \_\_\_\_\_  
 \$ \_\_\_\_\_

Justification:

**Miscellaneous****\$32,699**

Funds may be used to support program-related miscellaneous costs. Please note any food / refreshment costs which will exceed \$15.00 per person must be approved by NYSDOH prior to the event (Please refer to DOH-HEPP Meeting Expense Reimbursement Guidelines). All services must be provided within the contract period (services provided prior to the beginning or after the end date of the contract are not allowable costs for reimbursement).

<u>Amount</u>	<u>Item Description</u>	<u>Justification</u>
\$235	Laptop encryption software maintenance	\$14.70 per year maintenance for each PHEP designated laptop (16 total). Encryption enhances security of these laptops and protects sensitive emergency planning and/or client information (e.g., PODs, Clinics)
\$2,400	Air cards	Recurring costs of air cards for Laptops to ensure remote and wireless access to Internet and HIN-after hours and during PODs, Flu Clinics and other public health emergencies (\$40 per month X 5 cards)
\$2,669	IP Connection	Maintenance costs of videoconferencing equipment located at 406 Elizabeth St. (\$222.45 per month)
\$300	Multi-conferencing	Multi-conferencing telephone service for improved reception for multi partner conference calls hosted by Oneida County Health Dept. with hospitals, Emergency Management, EMS and other emergency planning partners.
\$4,800	Blackberries - Cell Phones	For rental of four blackberry cell phones for key OCHD PHEP staff for 24/7 emergency access and Internet connectivity. (\$100 mon X 4 phones)
\$4,000	Food/Refreshment Costs (not to exceed 15.00 per person)	Refreshments for emergency planning and community engagement meetings and for staff/volunteers at emergency response events including PODs and mass vaccination clinics
\$5,000	Interpretation/Translation Services	Oneida County has a significant refugee and immigrant population with over 40 languages in the City of Utica alone. Interpretation and translation services will be needed for PHEP PODs, Clinics, presentations, and community education materials.
\$13,295	Promotional Supplies and Services	PHEP promotional and marketing and advertising costs and in house and professional printing of signs, posters, and other PHEP educational materials for community distribution, meeting materials. Handouts and other educational materials and supplies for distribution at Clinics, PODs, CHERP and community engagement meetings

**Counties with a federally approved administrative cost rate:**

*Organizations that have a federally approved indirect costs rate MUST attach the approved indirect cost agreement (all pages) and need only delineate the calculation used to determine the amount of administrative costs being requested. These organizations will be allowed up to a maximum of 10% of total direct costs or the approved rate, whichever is less, for indirect costs. The rate must be multiplied by the same base (i.e. total direct costs, modified direct costs . . .) as used in the federally approved agreement to result in the amount requested.*

Rate Approved: %  
 Rate Requested: %  
 Amount Requested: \$ \_\_\_\_\_

**Counties without a federally approved administrative cost rate:**

*For those agencies that do NOT have a federally approved indirect cost rate, administrative costs will be allowed up to a maximum of 10% of total direct costs. Attach a copy of the financial page(s) from the most recent audited financial statements, which support the amounts listed below.*

Most recently audited financial statements

Date: \_\_\_\_\_

Total Agency Budget	\$xxx,xxx
(Total Agency Administrative Costs)	- <del>\$xx,xxx</del>
Total Agency Direct Costs	\$xx,xxx

Total Agency Administrative Costs divided by Total Agency Direct Costs xx.xx%

Requested rate and amount for administrative costs: Rate Requested: %

**\*\*No portion of administrative costs can be directly billed.**

*Amount Requested:*

**RESTRICTED**

**H1N1 Funds \$90,956**

These funds are restricted pending submission and approval of a budget modification providing a detailed budget and justification.

**Attachment A**  
**General Terms and Conditions - Health Research Incorporated Contracts**

1. **Term** - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the Term) unless terminated sooner as hereinafter provided.

**2. Allowable Costs/Contract Amount -**

a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.

b) It is expressly understood and agreed that the aggregate of all allowable costs under this reimbursement contract shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.

c) The allowable cost of performing the work under this contract shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable (as reasonably determined by HRI) to the contract, in the performance of the Scope of Work. To be allowable, a cost must be consistent (as reasonably determined by HRI) with policies and procedures that apply uniformly to both the activities funded under this Agreement and other activities of the Contractor. Contractor shall supply documentation of such policies and procedures to HRI when requested.

d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to inspection by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for seven years thereafter. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

**3. Administrative, Financial and Audit Regulations --**

a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally funded projects only), regardless of the source of the funding specified (federal/non federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Requirements.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	2 CFR Part 215	2 CFR Part 220	OMB Circular A-133
Non Profit	2 CFR Part 215	2 CFR Part 230	OMB Circular A-133
State, Local Gov. or Indian Tribe	OMB Circular A-102	2 CFR Part 225	OMB Circular A-133
Private Agencies	45 CFR Part 74	48 CFR Part 31.2	OMB Circular A-133
Hospitals	2 CFR Part 215	45 CFR Part 74	OMB Circular A-133

b) If this Contract is federally funded, the Contractor will provide copies of audit reports required under ~~any of the above audit requirements to HRI within 30 days after completion of the audit.~~



termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default.

**6. Indemnity** - Contractor agrees to indemnify, defend and hold harmless, HRI, its officers, directors, agents, servants, employees and representatives, the New York State Department of Health, and the State of New York from and against any and all claims, actions, judgments, settlements, loss or damage, together with all costs associated therewith, including reasonable attorneys' fees arising from, growing out of, or related to the Contractor or its agents, employees, representatives or subcontractor's performance or failure to perform during and pursuant to this Agreement. In all subcontracts entered into by the Contractor, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

**7. Amendments/Budget Changes –**

- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.
- b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
- c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

**8. Insurance -**

a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.

b) Types of Insurance--the types of insurance required to be maintained throughout the Term are as follows:

- 1) Workers Compensation for all employees of the Contractor and Subcontractors engaged in performing this Agreement, as required by applicable laws.
- 2) Disability insurance for all employees of the Contractor engaged in performing this Agreement, as required by applicable laws.
- 3) Employer's liability or similar insurance for damages arising from bodily injury, by accident or disease, including death at any time resulting therefrom, sustained by employees of the Contractor or subcontractors while engaged in performing this Agreement.
- 4) Commercial General Liability insurance for bodily injury, sickness or disease, including death, property damage liability and personal injury liability with limits as follows:

Each Occurrence - \$1,000,000

~~Personal and Advertising Injury - \$1,000,000~~

## **12. Non-Discrimination -**

a) The Contractor will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. The Contractor has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including, but not limited to managerial personnel, based on any of the factors listed above.

b) The Contractor shall not discriminate on the basis of race, creed, color, sex national origin, age, disability or marital status against any person seeking services for which the Contractor may receive reimbursement or payment under this Agreement.

c) The Contractor shall comply with all applicable Federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of service.

**13. Use of Names -** Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 9 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the expressed written approval of HRI.

## **14. Site Visits and Reporting Requirements -**

a) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.

b) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

## **15. Miscellaneous -**

a) Contractor and any subcontractor are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provision requiring the subcontractor to pay its Employer Obligations when due.

b) This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.

c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

d) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and ~~for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered~~

## 17. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
- 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
  - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
  - 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
  - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination)
  - 5) Sections 522 and 526 of the PHS Act as amended, implemented at 45 CFR Part 84 (non discrimination for drug/alcohol abusers in admission or treatment)
  - 6) Section 543 of the PHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients)
- b) Student Unrest If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor shall be responsible for carrying out the provisions of any applicable statutes relating to remuneration of funds provided by this Agreement to any individual who has been engaged or involved in activities describe as "student unrest" as defined in the Public Health Service Grants Policy Statement.
- c) Notice as Required Under Public Law 103-333 If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
- d) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in a) above shall be complied with as implemented by the Project Sponsor.

The Contractor agrees that the Standard Patent Rights Clauses (37 CFR 401.14) are hereby incorporated by reference.

- e) Medicare and Medicaid Anti-Kickback Statute - Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specially under 42 U.S.C. 1320 7b(b) "Illegal remunerations" which states, in part, that whoever knowingly and willfully;
- (1) solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referred (or induce such person to refer) and individual to a person for the furnishing or arrangement for the furnishing of any item or service, OR
  - (2) in return for purchasing, leasing, ordering, or recommendation purchasing, leasing, or ordering, purchase, lease, or order any good, facility, service or item.

For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.

Anti-Kickback Act Compliance - If this subject contract or any subcontract hereunder is in excess of \$2,000 and is for construction or repair, Contractor agrees to comply and to require all subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal-awarding agency.

Davis-Bacon Act Compliance - If required by Federal programs legislation, and if this subject contract or any subcontract hereunder is a construction contract in excess of \$2,000, Contractor agrees to comply and/or to require all subcontractors hereunder to comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The contractor shall report all suspected or reported violations to the Federal-awarding agency.

Contract Work Hours and Safety Standards Act Compliance - Contractor agrees that, if this subject contract is a construction contract in excess of \$2,000 or a non-construction contract in excess of \$2,500 and involves the employment of mechanics or laborers, Contractor shall comply, and shall require all subcontractors to comply, with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence. Contractor agrees that this clause shall be included in all lower tier contracts hereunder as appropriate.

Clean Air Act Compliance - If this subject contract is in excess of \$100,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.

## Attachment "B" Program Specific Clauses

1. Maximum Reimbursable Amount: In the event that a Maximum Reimbursable Amount has been specified on the face page of this Agreement, it is understood and accepted by the Contractor that while the Budget attached hereto as Exhibit B is equal to the Total Contract Amount specified on the face page of this Agreement, the aggregate of all allowable costs reimbursed under this reimbursement contract will not exceed the Maximum Reimbursable Amount. The Contractor may incur allowable costs in all categories as noted in the Budget Exhibit B; however, the aggregate amount reimbursed by HRI under this Agreement shall not exceed the Maximum Reimbursable Amount. In the event the Maximum Reimbursable Amount is increased by HRI, the Contractor will be notified in writing by HRI.
2. Progress report template and instructions will be provided under separate cover.
3. Budget Flexibility Percentage – Re-budgets/transfers among total cost categories are allowed up to 25% of the total contract budget, or \$250,000 whichever is less, without prior approval. Budget increases or changes to contract personnel, new equipment and new or increased costs of contractual/consultant agreements require prior approval.
4. All subcontracts entered into must be executed as line item cost reimbursable. All of the requirements listed in Attachment A "General Terms and Conditions" and Attachment B "Program Specific Clauses" must be flowed down to all subcontractors as defined in the contract executed between Health Research, Incorporated and the County.
5. The following replaces the last sentence in Attachment A, Paragraph 4 b). Payments. "Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than Thirty (30) days from termination of the Agreement."
6. Prohibition on Supplanting of Funds – Per Centers for Disease Control and Prevention (CDC) guidance "Cooperative agreement funds under this program may not be used to replace or supplant any current state or local expenditures of the Public Health Service Act."
7. Laboratory capacity building costs are limited to designated Regional Level B Laboratories.
8. Construction, vehicles, rent/leases, pharmaceuticals, incentive items, and laboratory testing are not allowable direct costs on this contract.
9. The New York State Department of Health (NYSDOH) Communications Directory and Health Alert Network (HAN) are the official directory and alerting system for emergencies for healthcare organizations and local health departments. Hospital Emergency Reporting Data System (HERDS) is the official response system.
  - The NYSDOH will not support systems that alter the established reporting procedures/privileges for public health and health systems management.
  - Local (hospital/Regional Resource Centers/Consortium) systems developed with any HRI funding are not proprietary to the jurisdiction. Systems developed with HRI grant funds are the property of HRI.
  - NYSDOH will not support the development of local stand-alone systems that compete with NYSDOH systems on the HIN/HPN.
  - The contract will not support locally developed electronic systems to be used instead of reporting through the Health Information Network and Health Provider Network (HIN/HPN) web systems, including Electronic Clinical Laboratory Reporting System (ECLRS), HERDS, Emergency Department Surveillance and disease reporting.
10. All systems development will follow Public Health Information Network (PHIN) and National Health Information Infrastructure (NHII) standards as implemented on NYSDOH HIN/HPN. In line with this there are three methods of PHIN compliant data exchange with NYSDOH HIN/HPN:
  - Secure Web based manual data entry on the HIN/HPN
  - Secure file upload (manual uploading of data in standardized formats in batch/bulk)
  - Automated file submission using PHIN messaging system.

This system is the national standard and required of HRI funded projects. The PHIN is free of charge and easy to install. It provides multiple layers of strong encryption and protection of information in transport. Technical support is provided by Regional HAN Information Technology staff. The system is used by multiple New York City hospitals and large commercial clinical laboratories. PHIN is the NYSDOH strategic architecture being positioned for all large scale batch data submission activities to NYSDOH on the HPN by health care facilities. Other methodologies are not within the required standards and are not supported by these contract funds.

**Attachment "B" Program Specific Clauses  
Subcontract Confidentiality Language**

Dear Commissioner/Public Health Director:

The following language was developed to help ensure the confidentiality of patient data accessed by sub-contractors to local health departments. The language was developed by a workgroup consisting of representatives from the New York State Department of Health and the New York State Association of County Health Officials. The confidentiality language must be included as part of any subcontract, involving confidential patient data, between a local health department and an outside entity (University of Rochester, Tobin Associates, etc.). In addition, this language must be a part of any further assignment or subcontract between the subcontractor (e.g. University of Rochester) and another entity (e.g. Tobin Associates) when confidential patient data is involved. The name of the County for which services are ultimately being performed must be specified in such subcontracts and assignments whenever the term "County" is used in this language. These confidentiality provisions must flow to all subcontractors.

If you have questions about this matter, please contact one of the individuals listed below. Thank you.

**Legal Issues:**

Barbara Asheld  
518-473-3233  
[bx01@health.state.ny.us](mailto:bx01@health.state.ny.us)

**Contract Issues:**

Joe Leathem  
518-408-2063  
[jml13@health.state.ny.us](mailto:jml13@health.state.ny.us)

- or -

Marie Desrosiers  
518-408-2063  
[mjf12@health.state.ny.us](mailto:mjf12@health.state.ny.us)

## Attachment "C"

### Federal Health Insurance Portability and Accountability Act ("HIPAA") Business Associate Agreement ("Agreement") Governing Privacy and Security

#### I. Definitions:

- (a) A Business Associate shall mean the CONTRACTOR.
- (b) A Covered Program shall mean the HRI/New York State Dept. of Health.
- (c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act ("HITECH") and its implementing regulations, including those at 45 CFR Parts 160 and 164 (the "Privacy Rule"). Information regarding HIPAA can be found on the web at [www.hhs.gov/ocr/hipaa/](http://www.hhs.gov/ocr/hipaa/).

#### II. Obligations and Activities of the Business Associate:

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected health Information that it creates, receives, maintains or transmits on behalf of the Covered Entity pursuant to this Agreement.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware. Such report shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed during any breach of information.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

- (1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (2) Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information for the proper management and administration of the business associate or to carry out its legal responsibilities and to provide Data Aggregation services to Covered Program as permitted by 45 CFR 164.504(e)(2)(i)(B). Data Aggregation includes the combining of protected information created or received by a Business Associate through its activities under this contract with other information gained from other sources.
- (3) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

#### IV. Obligations of Covered Program

##### Provisions for the Covered Program To Inform the Business Associate of Privacy Practices and Restrictions

- (a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- (b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
- (c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.



Parties that return or destruction of Protected Health Information is not possible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not possible, for so long as Business Associate maintains such Protected Health Information.

#### VII. Violations

- (a) It is further agreed that any violation of this agreement may cause irreparable harm to the Covered Program, therefore the Covered Program may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- (b) The Business Associate shall indemnify and hold the Covered Program harmless against all claims and costs resulting from acts/omissions of the Business Associate in connection with the Business Associate's obligations under this Agreement.

#### VIII. Miscellaneous

- (a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) *Survival.* The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.
- (d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.
- (e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this Agreement is controlling.
- (f) *HIV/AIDS.* If HIV/AIDS information is to be disclosed under this Agreement, the Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.



Anthony J. Picente Jr. County Executive

Linda M. Nelson, Commissioner



Phone: (315) 798-5903  
Fax: (315) 798-6445  
E-mail: mentalhealth@ocgov.net  
Web site: www.ocgov.net

November 9, 2010

FN 20 10-448

Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**PUBLIC HEALTH**

**WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC - 9 PM 2:20

Dear Mr. Picente:

I am forwarding six (6) copies of a Purchase of Services Agreement between the Oneida County Department of Mental Health and Upstate Cerebral Palsy for your review and signature.

Upstate Cerebral Palsy and Handicapped Persons Association of Utica, Inc. (UCP) will provide: outpatient treatment to adults with mental health and/or substance abuse disabilities, structured activities through the psychosocial program, supportive housing, case management, employment, a specialty clinic and information and referral services. These services are offered to adults and children with a serious and persistent mental illness and to individuals with multiple functional deficits in daily living skills as a result of their mental illness.

The gross amount of the Agreement is \$ 842,987.00. **There are no Oneida County generated tax dollars associated with this Agreement.**

Thank you for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

*Linda M. Nelson*

Linda M. Nelson  
Commissioner

LMN/ldr  
Enc.

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

*Anthony J. Picente Jr.*  
Anthony J. Picente, Jr.  
County Executive

Date 12/2/10

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**CONTRACT SUMMARY**

**Name of Proposing Individual/Organization:** United Cerebral Palsy and Handicapped Persons Association of Utica, Inc.

**Title of Proposed Service/Program:** Mental Health Clinic Treatment (OMH)  
Child and Family Clinic Plus Services (OMH)  
Psychosocial Clubhouse (OMH)  
Supported Housing (OMH)  
Supported Housing Case Management (OMH)  
MICA/Dual Recovery Network (OMH)  
Assisted Competitive Employment (OMH)  
Ongoing Integrated Supported Employment (OMH)  
Advocacy (OMH)

**Proposed Dates of Operation:** January 1, 2011 through December 31, 2013

**Client Population/Number to be Served:** Individuals with handicapping conditions and special needs. These include persons with mental illness, mental retardation and developmental disabilities, and those individuals and families demonstrating "at risk" characteristics.

**Summary Statements:**

**I. Narrative Description of Service/Program:**

Under the terms and conditions of this Agreement, United Cerebral Palsy will provide the following services and related programs:

**A. CLINIC TREATMENT: ARTICLE 31 MENTAL HEALTH SERVICES**

Community Health and Behavioral Services (CHBS), a Division of United Cerebral Palsy and Handicapped Persons Association of Utica, Inc., provides mental health services to the local community through its main clinic and 5 satellite sites in Oneida County.

The mission of the clinic mental health services program is to provide a wide array of mental health services to the children, adolescents and adults of the community. These services are designed to reduce symptoms, improve functioning and provide ongoing support. Clinic services consist of assessment services, health screenings and referral, treatment planning and discharge planning services, medication therapy, verbal therapy, medication education, psychiatric rehabilitation readiness determination and referral, symptom management, case management services, crisis intervention services, clinical support services as well as clozapine therapy and monitoring. Treatment provided to children and adolescents, in particular, is designed to support

family integrity by maintaining the child within his/her natural environment. Additionally, treatment plans for this cohort will ensure continuity and integration of care within the mental health system and with other systems of care (e.g. social services, schools, juvenile justice). After hours and crisis coverage is provided through agreement with the local Mobile Crisis Assessment Team (MCAT).

#### **B. CHILD AND FAMILY CLINIC PLUS SERVICES**

The purpose of Child and Family Clinic Plus, a NYS Office of Mental Health (OMH) initiative, is to identify the possibility of emotional problems experienced by children or adolescents by employing an early screening process that may reveal difficulties that often go unnoticed, yet may impact their ability to function well at home or school. Each participating county is given a specific amount of funding based upon population demographics to distribute to local mental health providers. "Screenings" in the form of mental health questionnaires are administered to "target populations" identified by the county. Oneida County chose to target children and adolescents enrolled in the Utica and Camden schools. If a screening flags a child as needing further assessment, there is a specific process to follow to evaluate in more detail and refer to mental health services, if appropriate.

#### **C. PSYCHOSOCIAL CLUBHOUSE**

**LOCATION:** 1427 Genesee Street, Utica, NY 13501

The Psychosocial Club works with individuals diagnosed with a major mental illness and functional deficits in the general life areas of socializing, employment and/or education and living environments. The program's philosophy incorporates the concepts of psychiatric rehabilitation, recovery and consumer empowerment. The Clubhouse offers a supportive environment for consumers to:

- Become involved in social activities
- Develop functional and leisure skills
- Learn and improve computer skills
- Learn coping strategies to deal with deficits and symptoms of their illness
- Develop an improved support system in the community
- Learn how to become more self-sufficient

#### **D./E. SUPPORTED HOUSING/SUPPORTED HOUSING CASE MANAGEMENT**

Supported Housing services assist consumers in locating and securing mainstream (generic) housing of their choice and accessing the supports necessary to live successfully in the community. Services may include assistance in choosing housing, security deposits, purchasing furniture; help with initial and ongoing affordability, and linkage with a comprehensive community support system of case management, mental health, rehabilitation, respite, social, employment and health supports.

#### **F. MICA/DUAL RECOVERY NETWORK**

The MICA Network assists consumers who are homeless, severely and persistently mentally ill, with a co-diagnosis of substance abuse to live successfully in the community. The Network ensures that enrolled consumers have access to a comprehensive and integrated continuum of: mental health treatment, substance abuse treatment, case management, residential services, psychosocial supports, health care, vocational services, representative payee and flexible service funding. Consumers are assisted in applying for any benefits for which they qualify.

## **G. ASSISTED COMPETITIVE EMPLOYMENT (ACE)**

ACE provides temporary, short-term supports to individuals interested in returning to the workforce. The program assists recipients in finding satisfying work in the competitive job market and can support any employment-related activities including: intake/assessment, information and referral, job readiness skills, job placement, and job coaching, when appropriate. The structure is such that the individual may transition in and out of the program as services become necessary. It should be noted that wages are competitive to each person's skills, experiences and educational background. Wages are at least minimal depending on job requirements. Job placement is considered successful after an individual is in the job for a period of 90 days.

## **H. ONGOING INTEGRATED SUPPORTED EMPLOYMENT (OISE)**

OISE supports individuals by providing competitive employment in integrated community settings. Once a placement has been made, the supportive services offered include all types of ongoing job maintenance. These include on-site coaching, employer consultation, intervention and any other relevant supports needed to assist an individual in maintaining his/her job placement. The Supported Employment program provides follow along services to each person following job stabilization, which allows for flexible supports in order to maintain one's current job placement. It also allows the supported employment staff to consult with employers about any concerns that may arise with the individual. This service is continued for as long as the individual is employed.

## **I. ADVOCACY**

Advocacy services are provided by CHBS staff on an individualized and as needed basis and are available 24 hours a day, 7 days a week. These services compliment traditional mental health programs that serve seriously and persistently mentally ill adults. The intent is to promote consumers' rights and access to various support services programs. Advocacy includes specific services in relation to participant actions, e.g. linkage to mental health legal services or access to peer services. Advocacy may also promote the purchase of services and household items, including furniture. Outreach efforts are accomplished by participating in the Community Support System (CSS), which is a centralized network of referral and screening, and by other means.

## **II. Service/Program Objectives and Outcomes:**

The objectives of all services and related programs are to provide the necessary support and treatment to individuals with a serious mental illness and those with a developmental disability, and their families, in order to achieve their highest potential and maintain their lives in the least restrictive environment possible. Areas of performance measurement for 2011 will include:

- Timely services, i.e. no Waiting List
- Symptom reduction/improved clinical functioning
- Engagement, i.e. ↓ No Show rate

## **III. Service/Program Design and Staffing:**

The NYS Office of Mental Health (OMH), in conjunction with the NYS Department of Education through its Bureau of Vocational and Educational Services to Individuals with Disabilities (VESID), certify all programs, as applicable.

**Total Funding Requested:****Account #:** A4310.49517

Gross Budget		\$842,987.00
Revenues (All Sources)		0
Net Amount		\$842,987.00
Federal Funds		0
State Funds	OMH	\$842,987.00
	OPWDD	0
	OASAS	0
County Funds		0
Other		0

**Oneida County Department Funding Recommendation(s):**

It is recommended that the full amount of \$842,987.00 be approved for 2011. Contract amounts for 2012 and 2013, respectively, will be determined based on State Aid allocation.

**Service Units:** (Projected for 2011)

Service/Program	Funding Code	Individuals Served (Unduplicated)	Units of Service	Unit of Service Definition	Cost per Client
Article 31 Clinic (CHBS)	2100	1,246	12,785	Add weight visit by category	\$1,298.85
Child & Family Clinic Plus (CHBS)	0790	451	5,167	Add weight visit by category	\$451.29
Psychosocial Club	0770	106	1,172	Consumer Visit	\$1,140.40
Supported Housing	6050	36	12,985	Resident Day	\$4,645.61
Supported Housing Case Management	6060	36	588	Client Contact (direct & indirect)	\$2,873.53
MICA/Dual Recovery	5990	60	9,175	Paid Staff Hour	\$4,424.10
ACE	1380	12	607	Paid Staff Hour	\$1,809.00
OISE	4340	16	3,915	Paid Staff Hour	\$5,103.81
Advocacy	1760	520	19,333	Contact (individual & phone)	\$258.23

**Proposed Funding Sources (Federal \$/State \$/County \$):**

State Aid only \$842,987.00

**Cost Per Client Served:** See above.

**Past Performance Data:** Upstate Cerebral Palsy is a pioneer in integrating a variety of services to serve persons with disabilities in a holistic manner. They are at the forefront of blending primary care with behavioral health care. UCP has a very high profile and an excellent professional reputation in the community.

**Oneida County Department Staff Comments:** This agency has developed a broad base of experience in the provision of mental health services to individuals with special needs, and their families. UCP is uniquely qualified to provide clinic and related services to the mentally ill, developmentally disabled and people experiencing co-occurring disorders. Their corporate compliance is strong.

## AGREEMENT

This Agreement made by and between the County of Oneida, a municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York (hereinafter referred to as the "County"), through its Department of Mental Health which is based in Utica, New York, and United Cerebral Palsy and Handicapped Persons Association of Utica, Inc. (hereinafter referred to as the "Contractor"), which is incorporated under the New York State Not-For-Profit Corporation Law and having its principal office located at 1020 Mary Street, Utica, NY 13501.

### WITNESSETH:

**WHEREAS**, the **County** through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

**WHEREAS**, Article 41 of New York State (hereinafter referred to as the "State") Mental Hygiene Law mandates and authorizes the **County** through its Department of Mental Health to enter into a series of Agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

**WHEREAS**, the **County** defines this entire set of Agreements that make-up the comprehensive and integrated system of community mental health services as an organized health care arrangement and, as such, each **Contractor** upon final execution of this Agreement shall identify themselves as a member participant of the Oneida County Community Mental Health Network in and on all appropriate circumstances and materials; and

**WHEREAS**, the **Contractor** is a Not-For-Profit Corporation established for the purpose, among others, of furnishing community mental hygiene services and is authorized to furnish such services to the **County**, and

**WHEREAS**, the parties hereto desire to make available to the **County** the Community Mental Health Services and related Programs (hereinafter referred to as the "**Services**") authorized by the Community Mental Health Services Act as set forth in Article 41 of the Mental Hygiene Law of the State of New York, and

**WHEREAS**, the **Contractor** is desirous within its corporate powers to provide the **Services** described by program type in the Consolidated Budget Report (CBR) attached hereto as *Appendix A* and made a part hereof (hereinafter referred to as the "**Budget**") and the Service/Program Narrative attached hereto as *Appendix B* and made a part hereof (hereinafter referred to as the "**Narrative**").

**NOW, THEREFORE**, it is mutually agreed between the parties as follows:

#### **I. TERM OF AGREEMENT**

The term of this three (3)-year agreement shall commence January 1, 2011 and shall conclude December 31, 2013. It is expressly understood that this Agreement may be amended at any time during this period to reflect new programmatic or fiscal constraints.

## II. SCOPE OF SERVICE

### A. General

The **Contractor**, at its own expense and charge for the consideration provided, agrees to furnish adequate, qualified and trained personnel, together with required office space and equipment, and to furnish and render the **County**, the **Services** outlined in *Appendix B*. The specific services are detailed by the program category specified in the **Budget**. All services will be provided, and all programs operated, in accordance with the appropriate rules and regulations as promulgated by the Department of State and published in Volume 14, Parts A, B and C of the Codes, Rules and Regulations of the State of New York, which regulate said service. The **Contractor** must demonstrate such compliance, where applicable, by attaching the current Operating Certificates as required by the **Narrative**, Section IIA.

The **Contractor** agrees, where applicable, to provide any and all **Services**, authorized by this Agreement or other license or certification, to individuals involved in the New York State Office of Mental Health (OMH) Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The **Contractor** further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a safe and confidential manner.

For the purposes of this Agreement, the **Contractor** shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status. The **Contractor** shall neither hold itself out as nor claim to be an officer or employee of the **County**, and the agents of the **Contractor** shall neither hold themselves out as nor claim to be officers or employees of the **County** and shall make no claim for nor shall be entitled to, workman's compensation coverage, medical, unemployment, social security or retirement membership benefits from the **County**.

### B. Levels of Service

The **Contractor** agrees to deliver the services in accordance with the number of units, services and programs as specified in the attached **Budget**. No reduction in level of services shall be permitted if such a reduction alters the basic nature or adversely affects the quality of services. If the **Contractor** is delivering services at a rate which in the judgment of the **County** will result in a level of services below that agreed upon, the **County** may, after notifying the **Contractor** in writing, request that the rate of service be increased in general or by a specified amount up to the level agreed upon.

### C. Case Records: Confidentiality and HIPAA Communications

Where applicable, the **Contractor** shall maintain individual case records for each client participating in the **Services** as may be required under the rules and regulations promulgated by New York State. All case records, summaries, statistics, other records and reports shall be maintained and/or submitted in a manner satisfactory



to the County Department of Mental Health and appropriate State agency. The case records for each client receiving the **Services** provided pursuant to this Agreement shall be kept and maintained in a confidential manner in compliance with 42 CFR Part 2, and all of the laws, regulations and guidelines of the Federal, State and Local governments and their agencies.

Copies of individual treatment records or evaluations shall be transferred to physicians, licensed psychologists, certified social workers, and other providers of mental hygiene services or other health care staff, who are involved in caring for, treating or rehabilitating the clients only upon the informed consent of the client. Any information transferred to another provider should be kept confidential and used solely for the benefit of the client by the receiving individual or agency. When releasing this information, the **Contractor** shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as well as all regulations promulgated by the Federal government in furtherance thereof, to assure the privacy and security of all Protected Health Information (PHI) exchanged between the **Contractor** and the receiving individual or agency.

At the expiration of this Agreement, and in the event that no successor agreements are entered into, all plans and programs for providing treatment services, all educational plans, programs and materials, all clinical and program records, and all program evaluation materials shall become the property of the Oneida County Department of Mental Health. The **Contractor's** obligation to perform as provided in this section continues beyond the termination of this Agreement.

#### **D. Participation in County Planning Process**

The **Contractor** agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify **Services** offered by **Contractor**; submission of planning reports and CON applications and/or Prior Approval and Review (PAR) applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee; submission of various demographic reports on **Services** in addition to LS3 of LS2C data as may be requested by a subcommittee and/or workgroup; and submission of preliminary budget and program data to the **County** through the Department of Mental Health in a timely manner for inclusion in planning documents.

#### **E. Participation in County Single Point of Access and Accountability (SPOA/A) Processes; Admission and Termination Committee; MICA Network Committee; Mental Health and Drug Court Planning Committees**

The **Contractor** shall participate, where applicable, in all of the appropriate Oneida County Single Point of Access and Accountability (SPOA/A) Processes; and/or Admission and Termination Committee; and/or MICA Network Committee; and/or Mental Health and Drug Court Planning Committees. It is expressly understood that these processes and committees share HIPAA defined Protected Health Information

(PHI) or Individually Identified Health Information (IIHI). This required **Contractor** participation is covered under the auspices of the Oneida County Community Mental Health Network as a member participant of an organized health care arrangement. Under this arrangement, the **Contractor** shall inform all program participants of their participation in this network and the processes and/or committees listed above.

In all circumstances where it is clinically appropriate, the **Contractor** shall obtain a signed authorization and acknowledgement from the individual program participant to have his/her PHI or IIHI presented as necessary.

It is expressly understood that every attempt will be made to "de-identify" all PHI or IIHI prior to any and all meetings; however, there may be circumstances under which PHI and/or IIHI must be exchanged to fulfill the **County's** oversight and monitoring rights and responsibilities under HIPAA and New York State Mental Hygiene Law.

Where applicable, the **Contractor** agrees to take all necessary and appropriate actions to assure compliance with all confidentiality and HIPAA laws and regulations in safeguarding the PHI and/or IIHI obtained as a result of their participation in the Oneida County Community Mental Health Network and all of its committees and processes.

If the **Contractor** is part of the Children and Youth SPOA/A committee and process, the **Contractor** agrees to submit a completed Children and Youth Data set and a completed Child and Adolescent Needs Survey (CANS) as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

If the **Contractor** is part of the Adult SPOA/A committee and process, the **Contractor** agrees to submit all required PHI or IIHI as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

It is expressly understood that the Department of Mental Health and the **Contractor** will enter into all necessary Chain of Trust, Business Associate and/or Trading Partners Agreements as may be necessary and appropriate to assure reasonable compliance with Federal HIPAA regulations and New York State Mental Hygiene Law.

### III. BUDGET AND ADMINISTRATIVE REPORTING REQUIREMENTS

#### A. Budget and Total Amount of Agreement

The **Contractor** expressly represents and agrees that the **Budget** for the services and programs attached hereto and made a part hereof, lists personnel and all other estimated costs of service, estimated revenue, and units of service to be rendered by the **Contractor** under this Agreement, and shall not exceed the total Approved Net Operating Cost.

## **B. Budget Revisions**

In the event that New York State modifies the budget instructions/format during the course of this contract period, the **Contractor** shall submit a revised budget within a time frame established by the **County**.

The **County** shall review and consider any request by the **Contractor** to revise the **Budget** submitted to the **County** no later than thirty (30) days after the expiration of this Agreement. The Oneida County Department of Mental Health, in its sole discretion, may approve such a request, provided that the total payment is not increased. Upon approval, the **Budget** as revised shall, for purposes of this Agreement, replace the **Budget** previously appended and made a part hereof.

## **C. Contractor, County and State Share of Net Budget Costs**

The **Contractor** agrees to provide up to the amount, if any, identified as the Voluntary Contribution share of the Approved Net Operating Cost specified in *Appendix A* of this Agreement. Such shares shall consist of voluntary contributions or endowments from non-state or federal sources and shall not be obtained from fees or other reimbursement received for services rendered pursuant to this Agreement.

In full consideration of the services to be rendered by the **Contractor**, the **County** agrees to provide the **Contractor** with an amount not to exceed the total **County** share indicated in *Appendix A* attached hereto which represents the **County** funds available to partially or completely finance the **Contractor's** Approved Net Operating Cost.

The **County** further agrees to provide the **Contractor** with an amount not to exceed the total State Aid share indicated in the **Budget** attached hereto which represents the State funds available to partially or completely finance the **Contractor's** Approved Net Operating Cost.

In the event that the **State** or **County** approves a funding amount below that contained in the **Budget**, the **Contractor**, at the request of the Oneida County Commissioner of Mental Health, shall submit a revised budget plan which reflects the approved Operating Costs, Net Operating Costs and funding by the various Deficit Funding Sources. It is expressly understood that the **County** assumes no responsibility for costs not approved for reimbursement by the **State**. Should any expenses be disapproved in a post-audit by the State of New York, the **Contractor** shall submit a check payable to the **County** equal to the amount of any disallowance already paid to the **Contractor** by the **County** within ninety (90) days of notification. This provision shall apply to this Agreement and all previous Agreements between the **County** and the **Contractor**.

In the event that the **State** approves a funding amount above that contained in *Appendix A*, the **County** shall notify the **Contractor** as soon as practical. The **Contractor** shall submit a revised *Appendix A* and *Appendix B* that reflects the funding modifications and resultant program adjustments to the Department of Mental Health as an Amendment to this Agreement. The **County**, upon the approval of the Board of

Legislators and County Executive, shall make all the necessary adjustments in the advanced payments to the **Contractor** in order to facilitate the initial start up and operation of the program or service.

In the event that the **Contractor's** final net deficit total is less than that contained in the attached **Budget**, the **Contractor's** contribution will be proportionate to that cost as contained in the attached **Budget**. Should the **Contractor** exceed the approved net operating cost, the **Contractor** will display any excess deficit above authorized state and/or county funding on the non-funded line of DMH 2.2. It is expressly understood that this amount is the responsibility of the **Contractor**. It is expressly understood and agreed that the "Gross Expenditures," "Estimated Revenues" and "Net Operating" amounts specified in the **Budget** may be increased or decreased only with the written consent of the **County**.

#### D. Claims, Reports and Payments

The **County** will make State aid payments either monthly or quarterly, to be determined by the manner in which New York State advances funding to the **County**. **County** share of payments will be provided subsequent to services rendered and upon review of voucher receipt from **Contractor**. A minimum initial payment of at least one-twelfth of the approved State allocation will be provided upon final execution of this Agreement, or January 1, of each year covered by this Agreement, which ever occurs last, based upon the submission of a voucher by the **Contractor** requesting payment.

All remaining State aid payments will be made on or about the 1<sup>st</sup> day of each month up to and until such time New York State advances funding to the **County** on a quarterly basis. At this time, these payments will be made on or about the 1<sup>st</sup> day of each quarter based upon submission of a voucher by the **Contractor** requesting payment. Payments made monthly for the last quarter will equal the full amount due the **Contractor** less any previous payments made to the **Contractor** under this Agreement. Final reconciliation of the third and fourth quarters of the contract period will be based upon submission of the required Consolidated Fiscal Report (CFR).

In the event that additional funding becomes available during the term of this Agreement, the **Contractor** must submit a revised *Appendix A* and *Appendix B* as required under Section III paragraph C above. Upon completion and submission of these requirements and approval by the Oneida County Board of Legislators, the **County** will issue an interim payment to the **Contractor** equal to the retroactive proportion of payments due to the **Contractor**.

The **Contractor** is required, where applicable, to submit to the **County** a semi-annual Consolidated Quarterly Fiscal Report (CQFR) within thirty (30) days after the end of the second quarter for each year covered by this Agreement. The Consolidated Fiscal Report (CFR) will serve as the required financial report for the fourth quarter advance and will be due based on deadlines imposed by New York State and outlined in CFR memorandums.

The **Contractor** shall submit a final expenditure report known as the Consolidated Fiscal Report (CFR) in a manner and within the timeframes established by the Oneida County Commissioner of Mental Health and the New York State Inter-Office

Coordinating Council. It is expressly understood that each New York State Department of Mental Hygiene agency can and may establish their own fiscal reporting rules and formats and that the **Contractor** assumes responsibility for compliance with these requirements.

If for any reason whatsoever, the **Contractor** shall spend an amount that is less than the amount specified in the attached **Budget** during the term of this Agreement, for the purposes set forth herein, the total **County** payment of county and state shares specified herein shall be reduced to the amount of approved actual **Contractor** expenditures made for such purposes as reported on the CFR.

Any and all county payments to the **Contractor** shall be subjected to off set by the amount of any previously identified as a "Sum Subject to Recapture". Any "Sum Subject to Recapture" made to the **Contractor** under any predecessor Agreement shall be an offset against the Total County Payment to **Contractor** under this Agreement. The amount of recapture shall be reflected in a reduction of the payments to **Contractor**.

Please note that the obligations of the parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the **County** shall have the option to immediately terminate this Agreement upon providing written notice to the **Contractor** by certified mail. In such an event, the **County** shall be under no further obligation to the **Contractor** other than payment for costs actually incurred prior to termination and in no event will the **County** be responsible for any actual or consequential damages as a result of such termination.

## **E. Annual Report, Financial and Management Audit**

### **1. Annual Audit and Reports**

The **Contractor** shall submit two (2) copies of its annual financial audit and corresponding Management Letter to the Oneida County Department of Mental Health no later than June 1st, of the following year for each year covered by this Agreement.

The **Contractor** shall submit only two (2) copies of its completed Annual Report, including any Financial Statement(s), on or before April 30<sup>th</sup>, of the following year for each year covered by this Agreement.

The **Contractor** shall submit a final summary copy of the data requested in Section XXII below in addition to a copy of **Contractor's** final quality assurance report which address the recommended changes in operation or funding of the program or services offered by the **Contractor**.

### **2. Compliance with Federal Single Audit Act**

If the **Contractor** is scheduled to receive Federal funds in excess of \$300,000 or more in a year in federal funds, exclusive of Medicaid and Medicare, the

**Contractor** shall cause to have a single audit conducted in accordance with OMB Circular A-133. If the receipt of these Federal funds is through the State Aid Funding Authorization process, the Oneida County Department of Mental Health will notify the **Contractor** of the award and the necessary CFDA numbers. Upon receipt of this notification of federal funding, the **Contractor** shall comply with all requirements stated in OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.

The **Contractor** shall submit two copies of the Single Audit Report and all other related documents generated as part of the scope of the Single Audit Report to the Oneida County Department of Mental Health no later than September 15th of each year covered by this Agreement.

Should the **Contractor** expend less than \$300,000 a year in federal funds, exclusive of Medicaid and Medicare, the **Contractor** shall retain all documents related to the federal programs for three (3) years, and make such documents available for a subsequent audit as requested by Oneida County or the State of New York.

#### F. Indemnification and Insurance

Notwithstanding the limits of any policy of insurance provided by the **Contractor** pursuant to this Agreement, the **Contractor** further covenants and agrees to indemnify, defend and hold harmless the **County** and the **State**, its officers, agents and employees, from and against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the **County** or the **State** may incur, suffer or be required to pay by reason of or in consequence, directly or indirectly, of the fault, failure, omission, or negligence of the **Contractor**, its agents, officers, members, directors, or employees, including any misrepresentations contained in this Agreement or the breach of any warranty made herein, or the failure of the **Contractor** to carry out its duties under this Agreement or otherwise arising out of, or in connection with, directly or indirectly, this Agreement. The **Contractor** shall not be required to indemnify the **County** or the **State** for any damage or loss out of any acts of the **County** or the **State**, their officers or agents.

The **Contractor** shall, at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard worker's compensation insurance, if required by law; general liability insurance (including, without limitation, contractual liability); and professional liability insurance; each with single limits of liability in the amount of \$1,000,000; automobile liability insurance in the amount of \$1,000,000, with a minimum of \$1,000,000 each occurrence, bodily injury and property damage. Proof of same must be provided to the **County** at the time of the execution of this contract as *Appendix D*. If the existing insurance policy or policies expire during the term of this Agreement, the **Contractor** will be required to deliver to the **County** a renewal certificate prior to the expiration date. Failure to deliver the renewal certificate(s) shall be deemed a breach of this Agreement and may result in the immediate termination of this Agreement. The **County** must be named as an "Additionally Insured" as part of the **Contractor's** insurance policy.

If any of the required insurance coverage's contain aggregate limits or apply to other operations of the **Contractor**, outside of those required by this Agreement, the **Contractor** shall provide the **County** with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection which such insurance affords the **County**. The **Contractor** shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

If the **Contractor** self-insures any of the above requirements, a letter specifying the coverage, limits, etc., and the umbrella coverage in force, above the self-insured limits must be submitted to the **County**. Again, the **County** shall be named as an "Additionally Insured".

#### **G. Management Information System**

The **Contractor** agrees, where applicable, to participate in and provide necessary information in support of a comprehensive management information system. It is the responsibility of the **Contractor** to obtain the necessary release of information signed by each individual participating in a program or service licensed by or supported with funds from New York State's Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OASAS) and/or Office of Persons With Developmental Disabilities (OPWDD) authorizing the **Contractor** to release client specific information to the Oneida County Department of Mental Health. It is expressly understood that the information released to the Oneida County Department of Mental Health will be used pursuant to Mental Hygiene Law Sections 33.13 (c) (12); 33.13 (d); and 41.13.

This information may also be used to assist in the coordination of benefits and program services offered through and by the Oneida County Department of Mental Health and its contract agencies, in conjunction with the Oneida County Department of Social Services and the Oneida County Office of Work Force Development.

The **Contractor** agrees, where applicable, to submit electronic demographic and service reporting data that will address a variety of outcome and quality assurance issues.

All electronic files and data transferred to the Oneida County Department of Mental Health will be maintained with restricted access and in compliance with all rules concerning client confidentiality.

#### **H. Contract Property**

The **County** shall reimburse the **Contractor** for the purchase of all property, i.e. equipment, materials and supplies, which is specified and accounted for in the **Budget**. The **Contractor** shall carry sufficient insurance, with the **County** named as an "Additionally Insured" in an amount sufficient to cover all property acquired by the **Contractor** through purchase under this contract against loss or damage due to negligence, fire, theft, vandalism, malicious mischief, or other cause. This provision shall apply to all property purchased under this Agreement and any previous agreement between the **County** and the **Contractor**. The **County** shall maintain an equitable

interest in all property purchased under this Agreement or any previous agreement between the **County** and the **Contractor**.

The **Contractor** shall, where applicable, provide the **County** with a list (*Appendix E*) identifying all such property, including the year purchased and the cost. This provision shall apply to all property purchased under this Agreement, or any previous agreement between the **County** and the **Contractor**. This list is to be provided to the **County** no later than January 1st of each year covered by this Agreement.

#### **I. Inspection of Books and Records**

The **Contractor** further agrees to make available its plans, facilities, and financial, administrative, and other statistical records for inspection and audit by authorized personnel of the Oneida County Department of Mental Health, the New York State Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OMH), Office of Persons With Developmental Disabilities (OPWDD) and/or the Oneida County Department of Audit and Control. Such records must be maintained for at least seven (7) years subsequent to the date of final payment hereunder, or until a final audit has been made by the respective New York State agency. All examinations, inspections, audits, and visitations shall, in the absence of an effective waiver by the client(s), be conducted in accordance with the laws governing client confidentiality and privilege and shall be performed on the **Contractor's** premises and, at the discretion of the **County**, in the presence of a **Contractor** representative.

#### **J. Subcontract**

The **Contractor** shall not enter into any agreement with any third party for the provision of **Services** without the prior written approval of the **County** nor assign the within contract without the prior written approval of the **County**. This provision does not prohibit the **Contractor** from entering into employment contracts or contracts for the acquisition of goods or the provision of services which are ancillary to the main purpose of this Agreement and are not directly related to the provision of contracted services. Such approval shall be granted or withheld at the sole discretion of the **County**.

#### **K. Regulatory Compliance**

The **Contractor** shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the **Contractor** that agencies and departments of New York State other than OMH, OASAS and OPWDD may promulgate these rules and regulations.

Pursuant to Oneida County Board of Legislators Resolution No. 249, the **Contractor** must provide proof that wastes and recyclables generated in Oneida County by the **Contractor** or a subcontractor shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Management Authority. Compliance with this requirement will become *Appendix C* of this Agreement to be known as Resolution 249 Compliance.



*Appendix C* must include a list of all Oneida County locations at which services will be provided. This list is to include all services provided by the contracting organization or **Contractor** notwithstanding their respective delineation in Appendix A of this Agreement. Furthermore, *Appendix C* must include a photocopy of an agreement between the contracting organizations or **Contractor** and a waste hauler specifying the locations covered by that agreement and certification from the Oneida-Herkimer Solid Waste Management Authority that the waste hauler delivers their waste to the Oneida-Herkimer Solid Waste Management Authority facilities. The **Contractor** pursuant to this Agreement must provide compliance with this section of the Agreement to the County prior to the final execution of this Agreement and provision of services.

As previously noted, the **Contractor** shall comply, where applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as well as all regulations promulgated by the Federal government in furtherance thereof, to assure the privacy and security of all Protected Health Information (PHI) exchanged between the **Contractor** and the provider individual or agency. As proof of compliance with 45 CFR 160 through 164, the **Contractor** shall append to this Agreement, where applicable, a copy of its updated Policy and Procedures Manual that addresses HIPAA compliance issues (*Appendix F*).

The **Contractor** represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The **Contractor** further agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect, and/or maltreatment shall be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the agency's decision to file a report with the Central Register.

The **Contractor** shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV-related illness.

The **Contractor** and any subsequent subcontractor agrees that any staff to whom confidential HIV-related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of State Law and Regulations.

The **Contractor** and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV-related information.

*“This information has been disclosed to you from confidential records which are protected by New York State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”*

#### IV. MISCELLANEOUS PROVISIONS

##### A. Additional Appendices

Annexed hereto and made a part hereof as Appendices G/H/I/J/K/L/M/N are additional terms, covenants and conditions which the respective parties agree to be bound by and follow, where applicable, as part of the within Agreement. Unless otherwise indicated, such information should be submitted to the Department of Mental Health no later than the last business day in October of each year covered by this Agreement.

##### **Appendix G – Disclosure Statements**

Certifications regarding lobbying; debarment, suspension and other responsibility matters; and drug-free workplace requirements.

##### **Appendix H – Disaster Response Plan**

The **Contractor** shall submit a copy of its Disaster Response Plan. In addition, the **Contractor** shall participate in the development of an Oneida County plan to respond to man-made or natural disasters. The **Contractor** shall also provide staff as requested by the Oneida County Commissioner of Mental Health to assist in the response to any and all such disasters. It will be the responsibility of the **County** to assist in the training of all appropriate staff called to respond.

##### **Appendix I – Accounting System & Financial Capability Questionnaire**

##### **Appendix J – Corporate Compliance Plan**

The **Contractor** shall provide a copy of its Corporate Compliance Plan, which reflects efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations. This document should minimally include the following standards and procedures:

- Overall compliance program oversight;
- Standards and methods for delegating authority;

- Employee training programs;
- Monitoring and auditing systems;
- Enforcement and disciplinary actions; and
- Mechanisms for responding to problems and taking corrective action

#### **Appendix K – Organizational Chart**

The **Contractor** shall provide a copy of its Organizational Chart.

#### **Appendix L – Service Utilization**

Using the template provided, the **Contractor** shall provide the following information for each contract service/program on a quarterly basis and annually for each year covered by this Agreement:

- Total Number of Persons Served (Unduplicated)
- Total Number of Service Units  
What is meant by a “Unit of Service” should be clearly defined relative to the agency’s CFR.
- Cost Per Person Served  
Please note whether this expense is a Gross, Net or Average calculation.

#### **Appendix M – Performance Measurement**

Using the template provided, the **Contractor** shall provide its Performance Measurement Plan particular to each contract service/program. Incorporate any relevant performance measurement activities; including specific indicators and data collection methods, developed or expected to be developed during the period in question (please specify year). This information should be submitted to the Department of Mental Health on a quarterly basis and annually for each year covered by this Agreement.

#### **Appendix N – Miscellaneous/Other**

##### **B. Cooperation and Coordination with the Coordinated Children’s Services Initiative (CCSI)**

The **Contractor** agrees, where applicable, to provide any and all services, authorized by this Agreement or other licensed or certification, to children and families involved in the Oneida County CCSI Program. The **Contractor** further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a safe and confidential manner. It is also expressly understood that the **Contractor** is responsible for obtaining a signed release of information from the individual to facilitate this level of communication.

### C. Cooperation with local Shelter Plus Care (SPC) Program Sponsor

The **Contractor** agrees, where applicable, to cooperate and enter into appropriate Business Associate and Chain of Trust Agreements with the local, designated sponsor of the Shelter Plus Care Program. The purpose of these Agreements will be to facilitate the development and operationalization of an appropriate service plan for individuals involved in the Shelter Plus Care Program. These Agreements will also allow for the local sponsor to gather the necessary information to document the required local match as required by the Federal Department of Housing and Urban Development (HUD).

## V. TERMINATION OF AGREEMENT

Either party may terminate this Agreement by giving thirty (30) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the **Contractor** fails to comply with legal, professional, County or State requirements for the provision of **Services** or with provisions of this Agreement, or if the **Contractor** becomes bankrupt or insolvent or falsifies its records or reports or misuses its funds from whatever source, the **County** may terminate this Agreement effective immediately, or, at its option, effective at a later date, after sending notice of such termination to the **Contractor**.

The **County** shall be released from any and all responsibilities and obligations arising from the **Services** covered by this Agreement, effective as of the date of termination. The **County** shall be responsible for payment of all claims for services provided and costs incurred by the **Contractor** prior to termination of this Agreement that are pursuant to, and after the **Contractor's** compliance with the terms and conditions herein.

Notice of termination must be in writing, signed by an authorized official and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger. A copy of such notice shall also be sent to the appropriate New York State Office.

If any term or provision of the Agreement shall be found to be illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement. The laws of the State of New York, except where the Federal supremacy clause requires otherwise, shall govern this contract. Venue shall lie within the State of New York.

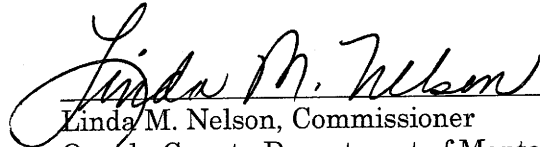
VI. THIS INSTRUMENT EXPRESSED ENTIRE AGREEMENT

It is expressly understood that this instrument represents the entire Agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications shall be valid unless written and both parties thereof shall execute evidence.

COUNTY BY:

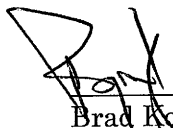
\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

\_\_\_\_\_  
Date

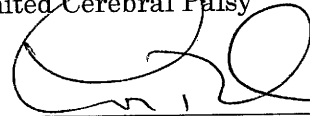
  
\_\_\_\_\_  
Linda M. Nelson, Commissioner  
Oneida County Department of Mental Health

\_\_\_\_\_  
11/9/10  
Date

CONTRACTOR BY:

  
\_\_\_\_\_  
Brad Kowalczyk, President  
Board of Directors  
United Cerebral Palsy

\_\_\_\_\_  
10/29/10  
Date

  
\_\_\_\_\_  
Louis B. Tehan, Executive Director  
United Cerebral Palsy

\_\_\_\_\_  
10/29/10  
Date

Approved as to form only:  
Oneida County Attorney

By: \_\_\_\_\_

Date: \_\_\_\_\_



Anthony J. Picente Jr. County Executive

Linda M. Nelson, Commissioner



Department of Mental Health  
235 Elizabeth Street  
Utica, New York 13501

Phone: (315) 798-5903  
Fax: (315) 798-6445  
E-mail: mentalhealth@ocgov.net  
Web site: www.ocgov.net

FN 20 10 - 449

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC -3 PM 2:17

November 18, 2010

Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**PUBLIC HEALTH**  
**WAYS & MEANS**

Dear Mr. Picente:

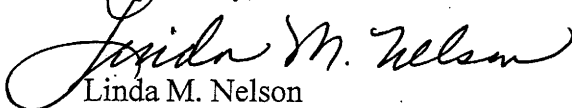
I am forwarding six (6) copies of a Purchase of Services Agreement between the Oneida County Department of Mental Health and Catholic Charities Diocese of Syracuse, New York, Inc. - Eastern Region for your review and signature.

Under this proposed Agreement, Catholic Charities will provide: Emergency/Crisis Services; Social Recreation, Transportation and Residential services.

The gross amount of this Agreement is **\$1,427,351.00** for both the mental health and community alcohol programs. **No Oneida County tax dollars are associated with this Agreement.**

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

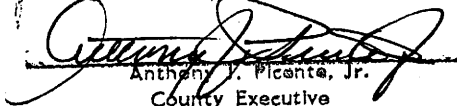
Respectfully,



Linda M. Nelson  
Commissioner

LMN/ldr  
Encs.

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by



Anthony J. Picente, Jr.  
County Executive

Date 12/2/10

Oneida County Department: Mental Health

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**CONTRACT SUMMARY**

**Name of Proposing Individual/Organization:** Catholic Charities of the Roman Catholic Diocese of Syracuse - Oneida & Madison Counties

**Title of Proposed Service/Program:** Emergency/Crisis Services (OMH)  
Social Recreation (OMH)  
Transportation (OMH)  
Residential Services (OMH & OASAS)

**Proposed Dates of Operation:** January 1, 2011 through December 31, 2013

**Client Population/Number to be Served:** Adults with a serious and persistent mental illness; and individuals who are alcohol dependent and require a structured living environment

**Summary Statements:**

**I. Narrative Description of Service/Program:**

Under the terms and conditions of this Agreement, Catholic Charities will provide the following services and related programs:

- A. Service: Emergency/Crisis Services  
Program: Mobile Crisis Assessment Team (MCAT)

The Mobile Crisis Assessment Team is operational 24 hours/day, 7 days/week and serves as the single entry point for individuals experiencing emotional or psychiatric crisis in Oneida County. MCAT coordinates services with inpatient and outpatient mental health providers, law enforcement and other community programs. The multidisciplinary team employs a "shared staffing" model for service delivery. MCAT is a safety net service that allows individuals who are experiencing an exacerbation of their symptoms to contact a professional to provide support and guide them in the appropriate direction.

- B. Service: Social Recreation  
Program: Psychosocial Club

Social Recreation is provided via a psychosocial club format primarily on evenings and weekends. This program serves all individuals open to the Community Support System (CSS) with the goal of assisting them to develop or re-establish a positive sense of self-esteem, group affiliation and normative community integration. A broad selection of activities and events is offered, and communicated to clients via a monthly calendar, to help meet their diverse needs, skills and ability levels. Most of these activities are offered in the community to encourage integration; some individuals have indicated a preference for "in-house" programming as they



Anthony J. Picente Jr. County Executive

Linda M. Nelson, Commissioner

Oneida County  
**dmh**  
Department of Mental Health  
235 Elizabeth Street  
Utica, New York 13501

Phone: (315) 798-5903  
Fax: (315) 798-6445  
E-mail: mentalhealth@ocgov.net  
Web site: www.ocgov.net

FN 20 10-449

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC -3 PM 2:17

November 18, 2010

**PUBLIC HEALTH**

Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
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**WAYS & MEANS**

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Respectfully,

*Linda M. Nelson*  
Linda M. Nelson  
Commissioner

LMN/ldr  
Encs.

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive

Date 12/2/10



**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**CONTRACT SUMMARY**

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feel more comfortable in a "club-like" setting. For others, self-determined activities are more desirable, so the program offers them the opportunity to receive financial reimbursement to encourage their independent participation in social recreational activities in the community-at-large. Research has shown that by interacting appropriately within the community, individuals with mental illness are more likely to be able to lead productive lives.

C. Service/Program: Transportation

The Transportation Program provides curb-to-curb transportation services to individuals in the Community Support System (CSS) of Oneida County to attend a variety of local Mental Health programs. The program is designed to assist adults living with serious and persistent mental illness to attend community-based mental health programs.

D1. Service: Residential Services  
Program: OMH Supportive Housing

The primary goal of the Supported Housing Program is to enhance the quality of life for seriously and persistently mentally ill adults ages 18 and over, who find themselves homeless at risk of becoming homeless or in a substandard housing environment. The program works collaboratively with each client's existing treatment team and places an emphasis on individualized services. Financial aid is provided to eligible individuals to meet costs associated with establishing and maintaining a home in the community, i.e. rental stipends, security deposits, furnishings and/or any other needs essential to setting up a household, such as utilities, telephone, installation fees, etc. The term of a rental stipend is based upon the consumer's acquisition of funding from HUD Section 8 Housing. Additionally, a time-limited, fully equipped *Transitional Apartment* site is available to individuals who meet program criteria.

The Supported Housing Program is part of the Continuum of Care in Residential Services. It provides individuals who have been successful in the more structured residential settings the opportunity to maintain their own living arrangement with financial assistance, as needed. Individuals in this program have their own lease with a landlord and are responsible for their own living arrangement, all of which affords them a greater sense of independence and self-sufficiency.

D2. Service: Residential Services  
Program: OASAS-Certified Chemical Dependency Community Residence

The Rutger Chemical Dependency Halfway House, located at 1505 Whitesboro Street in Utica, is *for men only*. The Women's Chemical Dependency Halfway House, *for women only*, is located at 1616 Genesee Street, Utica. Both are 16-bed supervised community residences, which operate 24 hours/day, 7 days/week, and 52 weeks/year. The generic program is designed to assist residents in expanding competencies required for successful independent living and continued recovery. Services provided include: Case Management; Service Plan Development; Training in activities of daily living; Supportive Counseling; Information & Referral to Community Services; Financial Management; Assistance in obtaining permanent housing as a planned discharge; and Instruction, Support and Referral focused upon continued education, training and employment.

**II. Service/Program Objectives and Outcomes:**

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives. Performance measures currently in place will be continued for 2011, including:

- Bed utilization/occupancy
- Safety
- Increased enrollment
- Consumer satisfaction

**III. Service/Program Design and Staffing:**

The Mental Health programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of the Budget (DOB). Additionally, the NYS Office of Alcoholism and Substance Abuse Services (OASAS) certifies the Chemical Dependency Community Residence programs.

**Total Funding Requested:**

**Account #:** A4310.49523

Gross Budget		\$1,427,351.00
Revenues (All Sources)		0
Net Amount		\$1,427,351.00
State Funds	OMH	\$ 954,273.00
	OPWDD	0
	OASAS	\$ 473,078.00
County Funds		0
Other		0

**Oneida County Department Funding Recommendation(s):**

It is recommended that the full amount of \$1,427,351.00 be approved for 2011. Contract amounts for 2012 and 2013, respectively, will be determined based on State Aid allocation.

**Service Units (Projected for 2011):**

Service/Program	No. of Persons Served (Unduplicated)	Units of Service	Unit of Service Definition	Cost Per Client Served
Emergency/Crisis Services - MCAT	* Reported by The Neighborhood Center	N/A	Staff hour	N/A
Social Recreation – Psychosocial Club	220	4,500	Client Contact	N/A
Transportation	200	16,000	Trip	N/A
Residential Services				
- OMH Supported Housing				
• 6050 (rental stipends)	62	15,568	Resident Day	N/A
• 6060 (all other)	62	7,800	Client Contact	N/A
- OASAS Chemical Dependency Community Residence				
• Rutger House	53	5,548	Bed Day	N/A
• Women’s Halfway House	46	5,256	Bed Day	N/A



## AGREEMENT

This Agreement made by and between the County of Oneida, a municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York (hereinafter referred to as the "County"), through its Department of Mental Health which is based in Utica, New York, and Catholic Charities (hereinafter referred to as the "Contractor"), which is incorporated under the New York State Not-For-Profit Corporation Law and having its principal office located at 1404 Genesee Street, Utica, NY 13501.

### WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State (hereinafter referred to as the "State") Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of Agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the County defines this entire set of Agreements that make-up the comprehensive and integrated system of community mental health services as an organized health care arrangement and, as such, each Contractor upon final execution of this Agreement shall identify themselves as a member participant of the Oneida County Community Mental Health Network in and on all appropriate circumstances and materials; and

WHEREAS, the Contractor is a Not-For-Profit Corporation established for the purpose, among others, of furnishing community mental hygiene services and is authorized to furnish such services to the County, and

WHEREAS, the parties hereto desire to make available to the County the Community Mental Health Services and related Programs (hereinafter referred to as the "Services") authorized by the Community Mental Health Services Act as set forth in Article 41 of the Mental Hygiene Law of the State of New York, and

WHEREAS, the Contractor is desirous within its corporate powers to provide the Services described by program type in the Consolidated Budget Report (CBR) attached hereto as *Appendix A* and made a part hereof (hereinafter referred to as the "Budget") and the Service/Program Narrative attached hereto as *Appendix B* and made a part hereof (hereinafter referred to as the "Narrative").

NOW, THEREFORE, it is mutually agreed between the parties as follows:

#### I. TERM OF AGREEMENT

The term of this three (3)-year agreement shall commence January 1, 2011 and shall conclude December 31, 2013. It is expressly understood that this Agreement may be amended at any time during this period to reflect new programmatic or fiscal constraints.

## II. SCOPE OF SERVICE

### A. General

The **Contractor**, at its own expense and charge for the consideration provided, agrees to furnish adequate, qualified and trained personnel, together with required office space and equipment, and to furnish and render the **County**, the **Services** outlined in *Appendix B*. The specific services are detailed by the program category specified in the **Budget**. All services will be provided, and all programs operated, in accordance with the appropriate rules and regulations as promulgated by the Department of State and published in Volume 14, Parts A, B and C of the Codes, Rules and Regulations of the State of New York, which regulate said service. The **Contractor** must demonstrate such compliance, where applicable, by attaching the current Operating Certificates as required by the **Narrative**, Section IIA.

The **Contractor** agrees, where applicable, to provide any and all **Services**, authorized by this Agreement or other license or certification, to individuals involved in the New York State Office of Mental Health (OMH) Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The **Contractor** further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a safe and confidential manner.

For the purposes of this Agreement, the **Contractor** shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status. The **Contractor** shall neither hold itself out as nor claim to be an officer or employee of the **County**, and the agents of the **Contractor** shall neither hold themselves out as nor claim to be officers or employees of the **County** and shall make no claim for nor shall be entitled to, workman's compensation coverage, medical, unemployment, social security or retirement membership benefits from the **County**.

### B. Levels of Service

The **Contractor** agrees to deliver the services in accordance with the number of units, services and programs as specified in the attached **Budget**. No reduction in level of services shall be permitted if such a reduction alters the basic nature or adversely affects the quality of services. If the **Contractor** is delivering services at a rate which in the judgment of the **County** will result in a level of services below that agreed upon, the **County** may, after notifying the **Contractor** in writing, request that the rate of service be increased in general or by a specified amount up to the level agreed upon.

### C. Case Records: Confidentiality and HIPAA Communications

Where applicable, the **Contractor** shall maintain individual case records for each client participating in the **Services** as may be required under the rules and regulations promulgated by New York State. All case records, summaries, statistics, other records and reports shall be maintained and/or submitted in a manner satisfactory

to the County Department of Mental Health and appropriate State agency. The case records for each client receiving the **Services** provided pursuant to this Agreement shall be kept and maintained in a confidential manner in compliance with 42 CFR Part 2, and all of the laws, regulations and guidelines of the Federal, State and Local governments and their agencies.

Copies of individual treatment records or evaluations shall be transferred to physicians, licensed psychologists, certified social workers, and other providers of mental hygiene services or other health care staff, who are involved in caring for, treating or rehabilitating the clients only upon the informed consent of the client. Any information transferred to another provider should be kept confidential and used solely for the benefit of the client by the receiving individual or agency. When releasing this information, the **Contractor** shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as well as all regulations promulgated by the Federal government in furtherance thereof, to assure the privacy and security of all Protected Health Information (PHI) exchanged between the **Contractor** and the receiving individual or agency.

At the expiration of this Agreement, and in the event that no successor agreements are entered into, all plans and programs for providing treatment services, all educational plans, programs and materials, all clinical and program records, and all program evaluation materials shall become the property of the Oneida County Department of Mental Health. The **Contractor's** obligation to perform as provided in this section continues beyond the termination of this Agreement.

#### **D. Participation in County Planning Process**

The **Contractor** agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify **Services** offered by **Contractor**; submission of planning reports and CON applications and/or Prior Approval and Review (PAR) applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee; submission of various demographic reports on **Services** in addition to LS3 of LS2C data as may be requested by a subcommittee and/or workgroup; and submission of preliminary budget and program data to the **County** through the Department of Mental Health in a timely manner for inclusion in planning documents.

#### **E. Participation in County Single Point of Access and Accountability (SPOA/A) Processes; Admission and Termination Committee; MICA Network Committee; Mental Health and Drug Court Planning Committees**

The **Contractor** shall participate, where applicable, in all of the appropriate Oneida County Single Point of Access and Accountability (SPOA/A) Processes; and/or Admission and Termination Committee; and/or MICA Network Committee; and/or Mental Health and Drug Court Planning Committees. It is expressly understood that these processes and committees share HIPAA defined Protected Health Information

(PHI) or Individually Identified Health Information (IIHI). This required **Contractor** participation is covered under the auspices of the Oneida County Community Mental Health Network as a member participant of an organized health care arrangement. Under this arrangement, the **Contractor** shall inform all program participants of their participation in this network and the processes and/or committees listed above.

In all circumstances where it is clinically appropriate, the **Contractor** shall obtain a signed authorization and acknowledgement from the individual program participant to have his/her PHI or IIHI presented as necessary.

It is expressly understood that every attempt will be made to "de-identify" all PHI or IIHI prior to any and all meetings; however, there may be circumstances under which PHI and/or IIHI must be exchanged to fulfill the **County's** oversight and monitoring rights and responsibilities under HIPAA and New York State Mental Hygiene Law.

Where applicable, the **Contractor** agrees to take all necessary and appropriate actions to assure compliance with all confidentiality and HIPAA laws and regulations in safeguarding the PHI and/or IIHI obtained as a result of their participation in the Oneida County Community Mental Health Network and all of its committees and processes.

If the **Contractor** is part of the Children and Youth SPOA/A committee and process, the **Contractor** agrees to submit a completed Children and Youth Data set and a completed Child and Adolescent Needs Survey (CANS) as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

If the **Contractor** is part of the Adult SPOA/A committee and process, the **Contractor** agrees to submit all required PHI or IIHI as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

It is expressly understood that the Department of Mental Health and the **Contractor** will enter into all necessary Chain of Trust, Business Associate and/or Trading Partners Agreements as may be necessary and appropriate to assure reasonable compliance with Federal HIPAA regulations and New York State Mental Hygiene Law.

### III. BUDGET AND ADMINISTRATIVE REPORTING REQUIREMENTS

#### A. Budget and Total Amount of Agreement

The **Contractor** expressly represents and agrees that the **Budget** for the services and programs attached hereto and made a part hereof, lists personnel and all other estimated costs of service, estimated revenue, and units of service to be rendered by the **Contractor** under this Agreement, and shall not exceed the total Approved Net Operating Cost.



## **B. Budget Revisions**

In the event that New York State modifies the budget instructions/format during the course of this contract period, the **Contractor** shall submit a revised budget within a time frame established by the **County**.

The **County** shall review and consider any request by the **Contractor** to revise the **Budget** submitted to the **County** no later than thirty (30) days after the expiration of this Agreement. The Oneida County Department of Mental Health, in its sole discretion, may approve such a request, provided that the total payment is not increased. Upon approval, the **Budget** as revised shall, for purposes of this Agreement, replace the **Budget** previously appended and made a part hereof.

## **C. Contractor, County and State Share of Net Budget Costs**

The **Contractor** agrees to provide up to the amount, if any, identified as the Voluntary Contribution share of the Approved Net Operating Cost specified in *Appendix A* of this Agreement. Such shares shall consist of voluntary contributions or endowments from non-state or federal sources and shall not be obtained from fees or other reimbursement received for services rendered pursuant to this Agreement.

In full consideration of the services to be rendered by the **Contractor**, the **County** agrees to provide the **Contractor** with an amount not to exceed the total **County** share indicated in *Appendix A* attached hereto which represents the **County** funds available to partially or completely finance the **Contractor's** Approved Net Operating Cost.

The **County** further agrees to provide the **Contractor** with an amount not to exceed the total State Aid share indicated in the **Budget** attached hereto which represents the State funds available to partially or completely finance the **Contractor's** Approved Net Operating Cost.

In the event that the **State** or **County** approves a funding amount below that contained in the **Budget**, the **Contractor**, at the request of the Oneida County Commissioner of Mental Health, shall submit a revised budget plan which reflects the approved Operating Costs, Net Operating Costs and funding by the various Deficit Funding Sources. It is expressly understood that the **County** assumes no responsibility for costs not approved for reimbursement by the **State**. Should any expenses be disapproved in a post-audit by the State of New York, the **Contractor** shall submit a check payable to the **County** equal to the amount of any disallowance already paid to the **Contractor** by the **County** within ninety (90) days of notification. This provision shall apply to this Agreement and all previous Agreements between the **County** and the **Contractor**.

In the event that the **State** approves a funding amount above that contained in *Appendix A*, the **County** shall notify the **Contractor** as soon as practical. The **Contractor** shall submit a revised *Appendix A* and *Appendix B* that reflects the funding modifications and resultant program adjustments to the Department of Mental Health as an Amendment to this Agreement. The **County**, upon the approval of the Board of

Legislators and County Executive, shall make all the necessary adjustments in the advanced payments to the **Contractor** in order to facilitate the initial start up and operation of the program or service.

In the event that the **Contractor's** final net deficit total is less than that contained in the attached **Budget**, the **Contractor's** contribution will be proportionate to that cost as contained in the attached **Budget**. Should the **Contractor** exceed the approved net operating cost, the **Contractor** will display any excess deficit above authorized state and/or county funding on the non-funded line of DMH 2.2. It is expressly understood that this amount is the responsibility of the **Contractor**. It is expressly understood and agreed that the "Gross Expenditures," "Estimated Revenues" and "Net Operating" amounts specified in the **Budget** may be increased or decreased only with the written consent of the **County**.

#### D. Claims, Reports and Payments

The **County** will make State aid payments either monthly or quarterly, to be determined by the manner in which New York State advances funding to the **County**. **County** share of payments will be provided subsequent to services rendered and upon review of voucher receipt from **Contractor**. A minimum initial payment of at least one-twelfth of the approved State allocation will be provided upon final execution of this Agreement, or January 1, of each year covered by this Agreement, which ever occurs last, based upon the submission of a voucher by the **Contractor** requesting payment.

All remaining State aid payments will be made on or about the 1<sup>st</sup> day of each month up to and until such time New York State advances funding to the **County** on a quarterly basis. At this time, these payments will be made on or about the 1<sup>st</sup> day of each quarter based upon submission of a voucher by the **Contractor** requesting payment. Payments made monthly for the last quarter will equal the full amount due the **Contractor** less any previous payments made to the **Contractor** under this Agreement. Final reconciliation of the third and fourth quarters of the contract period will be based upon submission of the required Consolidated Fiscal Report (CFR).

In the event that additional funding becomes available during the term of this Agreement, the **Contractor** must submit a revised *Appendix A* and *Appendix B* as required under Section III paragraph C above. Upon completion and submission of these requirements and approval by the Oneida County Board of Legislators, the **County** will issue an interim payment to the **Contractor** equal to the retroactive proportion of payments due to the **Contractor**.

The **Contractor** is required, where applicable, to submit to the **County** a semi-annual Consolidated Quarterly Fiscal Report (CQFR) within thirty (30) days after the end of the second quarter for each year covered by this Agreement. The Consolidated Fiscal Report (CFR) will serve as the required financial report for the fourth quarter advance and will be due based on deadlines imposed by New York State and outlined in CFR memorandums.

The **Contractor** shall submit a final expenditure report known as the Consolidated Fiscal Report (CFR) in a manner and within the timeframes established by the Oneida County Commissioner of Mental Health and the New York State Inter-Office

Coordinating Council. It is expressly understood that each New York State Department of Mental Hygiene agency can and may establish their own fiscal reporting rules and formats and that the **Contractor** assumes responsibility for compliance with these requirements.

If for any reason whatsoever, the **Contractor** shall spend an amount that is less than the amount specified in the attached **Budget** during the term of this Agreement, for the purposes set forth herein, the total **County** payment of county and state shares specified herein shall be reduced to the amount of approved actual **Contractor** expenditures made for such purposes as reported on the CFR.

Any and all county payments to the **Contractor** shall be subjected to off set by the amount of any previously identified as a "Sum Subject to Recapture". Any "Sum Subject to Recapture" made to the **Contractor** under any predecessor Agreement shall be an offset against the Total County Payment to **Contractor** under this Agreement. The amount of recapture shall be reflected in a reduction of the payments to **Contractor**.

Please note that the obligations of the parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the **County** shall have the option to immediately terminate this Agreement upon providing written notice to the **Contractor** by certified mail. In such an event, the **County** shall be under no further obligation to the **Contractor** other than payment for costs actually incurred prior to termination and in no event will the **County** be responsible for any actual or consequential damages as a result of such termination.

#### **E. Annual Report, Financial and Management Audit**

##### **1. Annual Audit and Reports**

The **Contractor** shall submit two (2) copies of its annual financial audit and corresponding Management Letter to the Oneida County Department of Mental Health no later than June 1st, of the following year for each year covered by this Agreement.

The **Contractor** shall submit only two (2) copies of its completed Annual Report, including any Financial Statement(s), on or before April 30<sup>th</sup>, of the following year for each year covered by this Agreement.

The **Contractor** shall submit a final summary copy of the data requested in Section XXII below in addition to a copy of **Contractor's** final quality assurance report which address the recommended changes in operation or funding of the program or services offered by the **Contractor**.

##### **2. Compliance with Federal Single Audit Act**

If the **Contractor** is scheduled to receive Federal funds in excess of \$300,000 or more in a year in federal funds, exclusive of Medicaid and Medicare, the

**Contractor** shall cause to have a single audit conducted in accordance with OMB Circular A-133. If the receipt of these Federal funds is through the State Aid Funding Authorization process, the Oneida County Department of Mental Health will notify the **Contractor** of the award and the necessary CFDA numbers. Upon receipt of this notification of federal funding, the **Contractor** shall comply with all requirements stated in OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.

The **Contractor** shall submit two copies of the Single Audit Report and all other related documents generated as part of the scope of the Single Audit Report to the Oneida County Department of Mental Health no later than September 15th of each year covered by this Agreement.

Should the **Contractor** expend less than \$300,000 a year in federal funds, exclusive of Medicaid and Medicare, the **Contractor** shall retain all documents related to the federal programs for three (3) years, and make such documents available for a subsequent audit as requested by Oneida County or the State of New York.

#### F. Indemnification and Insurance

Notwithstanding the limits of any policy of insurance provided by the **Contractor** pursuant to this Agreement, the **Contractor** further covenants and agrees to indemnify, defend and hold harmless the **County** and the **State**, its officers, agents and employees, from and against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the **County** or the **State** may incur, suffer or be required to pay by reason of or in consequence, directly or indirectly, of the fault, failure, omission, or negligence of the **Contractor**, its agents, officers, members, directors, or employees, including any misrepresentations contained in this Agreement or the breach of any warranty made herein, or the failure of the **Contractor** to carry out its duties under this Agreement or otherwise arising out of, or in connection with, directly or indirectly, this Agreement. The **Contractor** shall not be required to indemnify the **County** or the **State** for any damage or loss out of any acts of the **County** or the **State**, their officers or agents.

The **Contractor** shall, at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard worker's compensation insurance, if required by law; general liability insurance (including, without limitation, contractual liability); and professional liability insurance; each with single limits of liability in the amount of \$1,000,000; automobile liability insurance in the amount of \$1,000,000, with a minimum of \$1,000,000 each occurrence, bodily injury and property damage. Proof of same must be provided to the **County** at the time of the execution of this contract as *Appendix D*. If the existing insurance policy or policies expire during the term of this Agreement, the **Contractor** will be required to deliver to the **County** a renewal certificate prior to the expiration date. Failure to deliver the renewal certificate(s) shall be deemed a breach of this Agreement and may result in the immediate termination of this Agreement. The **County** must be named as an "Additionally Insured" as part of the **Contractor's** insurance policy.

If any of the required insurance coverage's contain aggregate limits or apply to other operations of the **Contractor**, outside of those required by this Agreement, the **Contractor** shall provide the **County** with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection which such insurance affords the **County**. The **Contractor** shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

If the **Contractor** self-insures any of the above requirements, a letter specifying the coverage, limits, etc., and the umbrella coverage in force, above the self-insured limits must be submitted to the **County**. Again, the **County** shall be named as an "Additionally Insured".

#### **G. Management Information System**

The **Contractor** agrees, where applicable, to participate in and provide necessary information in support of a comprehensive management information system. It is the responsibility of the **Contractor** to obtain the necessary release of information signed by each individual participating in a program or service licensed by or supported with funds from New York State's Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OASAS) and/or Office of Persons With Developmental Disabilities (OPWDD) authorizing the **Contractor** to release client specific information to the Oneida County Department of Mental Health. It is expressly understood that the information released to the Oneida County Department of Mental Health will be used pursuant to Mental Hygiene Law Sections 33.13 (c) (12); 33.13 (d); and 41.13.

This information may also be used to assist in the coordination of benefits and program services offered through and by the Oneida County Department of Mental Health and its contract agencies, in conjunction with the Oneida County Department of Social Services and the Oneida County Office of Work Force Development.

The **Contractor** agrees, where applicable, to submit electronic demographic and service reporting data that will address a variety of outcome and quality assurance issues.

All electronic files and data transferred to the Oneida County Department of Mental Health will be maintained with restricted access and in compliance with all rules concerning client confidentiality.

#### **H. Contract Property**

The **County** shall reimburse the **Contractor** for the purchase of all property, i.e. equipment, materials and supplies, which is specified and accounted for in the **Budget**. The **Contractor** shall carry sufficient insurance, with the **County** named as an "Additionally Insured" in an amount sufficient to cover all property acquired by the **Contractor** through purchase under this contract against loss or damage due to negligence, fire, theft, vandalism, malicious mischief, or other cause. This provision shall apply to all property purchased under this Agreement and any previous agreement between the **County** and the **Contractor**. The **County** shall maintain an equitable

interest in all property purchased under this Agreement or any previous agreement between the **County** and the **Contractor**.

The **Contractor** shall, where applicable, provide the **County** with a list (*Appendix E*) identifying all such property, including the year purchased and the cost. This provision shall apply to all property purchased under this Agreement, or any previous agreement between the **County** and the **Contractor**. This list is to be provided to the **County** no later than January 1st of each year covered by this Agreement.

#### I. Inspection of Books and Records

The **Contractor** further agrees to make available its plans, facilities, and financial, administrative, and other statistical records for inspection and audit by authorized personnel of the Oneida County Department of Mental Health, the New York State Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OMH), Office of Persons With Developmental Disabilities (OPWDD) and/or the Oneida County Department of Audit and Control. Such records must be maintained for at least seven (7) years subsequent to the date of final payment hereunder, or until a final audit has been made by the respective New York State agency. All examinations, inspections, audits, and visitations shall, in the absence of an effective waiver by the client(s), be conducted in accordance with the laws governing client confidentiality and privilege and shall be performed on the **Contractor's** premises and, at the discretion of the **County**, in the presence of a **Contractor** representative.

#### J. Subcontract

The **Contractor** shall not enter into any agreement with any third party for the provision of **Services** without the prior written approval of the **County** nor assign the within contract without the prior written approval of the **County**. This provision does not prohibit the **Contractor** from entering into employment contracts or contracts for the acquisition of goods or the provision of services which are ancillary to the main purpose of this Agreement and are not directly related to the provision of contracted services. Such approval shall be granted or withheld at the sole discretion of the **County**.

#### K. Regulatory Compliance

The **Contractor** shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the **County**, State or Federal governments. It is further understood by the **Contractor** that agencies and departments of New York State other than OMH, OASAS and OPWDD may promulgate these rules and regulations.

Pursuant to Oneida County Board of Legislators Resolution No. 249, the **Contractor** must provide proof that wastes and recyclables generated in Oneida County by the **Contractor** or a subcontractor shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Management Authority. Compliance with this requirement will become *Appendix C* of this Agreement to be known as Resolution 249 Compliance.

*Appendix C* must include a list of all Oneida County locations at which services will be provided. This list is to include all services provided by the contracting organization or **Contractor** notwithstanding their respective delineation in Appendix A of this Agreement. Furthermore, *Appendix C* must include a photocopy of an agreement between the contracting organizations or **Contractor** and a waste hauler specifying the locations covered by that agreement and certification from the Oneida-Herkimer Solid Waste Management Authority that the waste hauler delivers their waste to the Oneida-Herkimer Solid Waste Management Authority facilities. The **Contractor** pursuant to this Agreement must provide compliance with this section of the Agreement to the **County** prior to the final execution of this Agreement and provision of services.

As previously noted, the **Contractor** shall comply, where applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as well as all regulations promulgated by the Federal government in furtherance thereof, to assure the privacy and security of all Protected Health Information (PHI) exchanged between the **Contractor** and the provider individual or agency. As proof of compliance with 45 CFR 160 through 164, the **Contractor** shall append to this Agreement, where applicable, a copy of its updated Policy and Procedures Manual that addresses HIPAA compliance issues (*Appendix F*).

The **Contractor** represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The **Contractor** further agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect, and/or maltreatment shall be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the agency's decision to file a report with the Central Register.

The **Contractor** shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV-related illness.

The **Contractor** and any subsequent subcontractor agrees that any staff to whom confidential HIV-related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDDS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of State Law and Regulations.

The **Contractor** and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV-related information.

*"This information has been disclosed to you from confidential records which are protected by New York State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."*

#### IV. MISCELLANEOUS PROVISIONS

##### A. Additional Appendices

Annexed hereto and made a part hereof as Appendices G/H/I/J/K/L/M/N are additional terms, covenants and conditions which the respective parties agree to be bound by and follow, where applicable, as part of the within Agreement. Unless otherwise indicated, such information should be submitted to the Department of Mental Health no later than the last business day in October of each year covered by this Agreement.

##### **Appendix G – Disclosure Statements**

Certifications regarding lobbying; debarment, suspension and other responsibility matters; and drug-free workplace requirements.

##### **Appendix H – Disaster Response Plan**

The **Contractor** shall submit a copy of its Disaster Response Plan. In addition, the **Contractor** shall participate in the development of an Oneida County plan to respond to man-made or natural disasters. The **Contractor** shall also provide staff as requested by the Oneida County Commissioner of Mental Health to assist in the response to any and all such disasters. It will be the responsibility of the **County** to assist in the training of all appropriate staff called to respond.

##### **Appendix I – Accounting System & Financial Capability Questionnaire**

##### **Appendix J – Corporate Compliance Plan**

The **Contractor** shall provide a copy of its Corporate Compliance Plan, which reflects efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations. This document should minimally include the following standards and procedures:

- Overall compliance program oversight;
- Standards and methods for delegating authority;



- Employee training programs;
- Monitoring and auditing systems;
- Enforcement and disciplinary actions; and
- Mechanisms for responding to problems and taking corrective action

#### **Appendix K – Organizational Chart**

The **Contractor** shall provide a copy of its Organizational Chart.

#### **Appendix L – Service Utilization**

Using the template provided, the **Contractor** shall provide the following information for each contract service/program on a quarterly basis and annually for each year covered by this Agreement:

- Total Number of Persons Served (Unduplicated)
- Total Number of Service Units  
What is meant by a “Unit of Service” should be clearly defined relative to the agency’s CFR.
- Cost Per Person Served  
Please note whether this expense is a Gross, Net or Average calculation.

#### **Appendix M – Performance Measurement**

Using the template provided, the **Contractor** shall provide its Performance Measurement Plan particular to each contract service/program. Incorporate any relevant performance measurement activities; including specific indicators and data collection methods, developed or expected to be developed during the period in question (please specify year). This information should be submitted to the Department of Mental Health on a quarterly basis and annually for each year covered by this Agreement.

#### **Appendix N – Miscellaneous/Other**

##### **B. Cooperation and Coordination with the Coordinated Children’s Services Initiative (CCSI)**

The **Contractor** agrees, where applicable, to provide any and all services, authorized by this Agreement or other licensed or certification, to children and families involved in the Oneida County CCSI Program. The **Contractor** further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a safe and confidential manner. It is also expressly understood that the **Contractor** is responsible for obtaining a signed release of information from the individual to facilitate this level of communication.

### C. Cooperation with local Shelter Plus Care (SPC) Program Sponsor

The **Contractor** agrees, where applicable, to cooperate and enter into appropriate Business Associate and Chain of Trust Agreements with the local, designated sponsor of the Shelter Plus Care Program. The purpose of these Agreements will be to facilitate the development and operationalization of an appropriate service plan for individuals involved in the Shelter Plus Care Program. These Agreements will also allow for the local sponsor to gather the necessary information to document the required local match as required by the Federal Department of Housing and Urban Development (HUD).

## V. TERMINATION OF AGREEMENT

Either party may terminate this Agreement by giving thirty (30) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the **Contractor** fails to comply with legal, professional, County or State requirements for the provision of **Services** or with provisions of this Agreement, or if the **Contractor** becomes bankrupt or insolvent or falsifies its records or reports or misuses its funds from whatever source, the **County** may terminate this Agreement effective immediately, or, at its option, effective at a later date, after sending notice of such termination to the **Contractor**.

The **County** shall be released from any and all responsibilities and obligations arising from the **Services** covered by this Agreement, effective as of the date of termination. The **County** shall be responsible for payment of all claims for services provided and costs incurred by the **Contractor** prior to termination of this Agreement that are pursuant to, and after the **Contractor's** compliance with the terms and conditions herein.

Notice of termination must be in writing, signed by an authorized official and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger. A copy of such notice shall also be sent to the appropriate New York State Office.

If any term or provision of the Agreement shall be found to be illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement. The laws of the State of New York, except where the Federal supremacy clause requires otherwise, shall govern this contract. Venue shall lie within the State of New York.

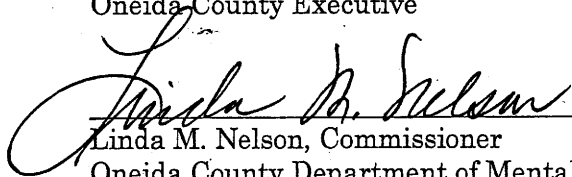
VI. THIS INSTRUMENT EXPRESSED ENTIRE AGREEMENT

It is expressly understood that this instrument represents the entire Agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications shall be valid unless written and both parties thereof shall execute evidence.

COUNTY BY:

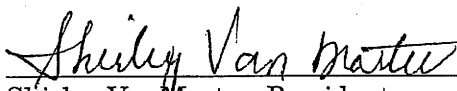
\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

\_\_\_\_\_  
Date

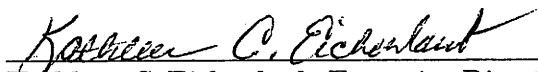
  
\_\_\_\_\_  
Linda M. Nelson, Commissioner  
Oneida County Department of Mental Health

11/9/10  
Date

CONTRACTOR BY:

  
\_\_\_\_\_  
Shirley Van Marter, President  
Board of Directors  
Catholic Charities

10/28/10  
Date

  
\_\_\_\_\_  
Kathleen C. Eichenlaub, Executive Director  
Catholic Charities

10-14-10  
Date

Approved as to form only:  
Oneida County Attorney

By: \_\_\_\_\_

Date: \_\_\_\_\_



Anthony J. Picente, Jr. County Executive

Linda M. Nelson, Commissioner

Oneida County  
**dmh**  
Department of Mental Health  
235 Elizabeth Street  
Utica, New York 13501

Phone: (315) 798-5903  
Fax: (315) 798-6445  
E-mail: mentalhealth@ocgov.net  
Web site: www.ocgov.net

FN 20 10 - 450

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC -3 PM 2:55

November 18, 2010

**PUBLIC HEALTH**

Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**WAYS & MEANS**

Dear Mr. Picente:

I am enclosing six (6) copies of a purchase of service agreement between the Department of Mental Health and The Arc of Oneida and Lewis Counties for your review and signature. This contract will commence on January 1, 2011 through December 31, 2013.

Under the terms and conditions of this Agreement, The Arc will provide: recreation services to developmentally disabled individuals; vocational rehabilitation, transportation, day training and various employment opportunities. These opportunities include sheltered employment at the Arnold Avenue facility as well as supported work at various locations throughout the County. Many of the graduates of these programs have been able to obtain and maintain fully independent competitive employment with local businesses and corporations.

The total funding for this contract is \$303,456.00. Of this amount, \$56,089.00 is county generated tax dollars.

If you have any questions regarding this agreement, please feel free to call me.

Respectfully,

*Linda M. Nelson*  
Linda M. Nelson  
Commissioner

LMN/ldr  
Encs.

Reviewed and approved for submittal to the  
Oneida County Board of Legislators by

*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive

Date 12/2/10

Oneida County Department: Mental Health

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**CONTRACT SUMMARY**

**Name of Proposing Individual/Organization:** The Arc of Oneida and Lewis Counties, Inc.

**Title of Proposed Service/Program:** Employment Services (OMH)  
Vocational Training/Sheltered Workshop (OPWDD)  
Transportation (OPWDD)  
Respite/Recreation (OPWDD)

**Proposed Dates of Operation:** January 1, 2011 through December 31, 2013

**Client Population/Number to be Served:** Children and adults with mental retardation or a developmental disability, and adults with a mental illness; and their families.

**Summary Statements:**

**I. Narrative Description of Service/Program:**

Under the terms and conditions of this Agreement, The Arc will provide the following services and related programs:

- A. Type of Service: Employment Services  
Program: Supportive Employment
- Assisted Competitive Employment (ACE)
  - Ongoing Integrated Supported Employment (OISE)

The Arc operates an Employment Services Division as part of the vast spectrum of services available for adult individuals with disabilities. Individuals are referred by VESID for pre-employment services. OMH-funded employment supports available include intake and assessment, individualized job development, job shadowing, onsite job coaching, benefits counseling, transportation, life skills advocacy, and long-term job retention.

Supported Employment at either level (ACE or OISE) is competitive work performed in integrated settings by individuals with disabilities. It is specifically targeted for persons who, because of their severe disability, need ongoing support services to perform such work. The provision of ongoing support is one feature of supported employment that distinguishes it from other job placement services. Support is provided to enable the individual with a disability to learn and maintain the job, and continues to be provided for as long as necessary. Supported employment offers individuals with mental disabilities the opportunity to earn wages in community job sites along side their non-disabled peers. In the mental health system, work is considered essential to one's recovery, so providing job placement and support to these individuals helps to reduce symptoms and increase self-sufficiency.

B. Type of Service: Vocational Training  
Program: Sheltered Workshop  
Location: 14 Arnold Avenue, Utica

Vocational Training focuses on teaching the individual with a disability the appropriate social, behavioral and work skills necessary to not only earn money while participating in the program, but how to find future competitive employment in the community. Persons unable to secure competitive employment can remain in the vocational training program and earn money at a level which equals their ability to perform work based upon industrial standards time studies.

Individuals to be served reside with their families, in group homes or live independently in the community. Workshop earnings provide a level of income that allows for increased sufficiency for both individuals with a disability, and their families. Services are provided to a maximum of 200 individuals with disabilities per day for a period of 5 hours, 250 days per year. Those persons who need to improve their accessibility to services are afforded transportation to and from programming within Oneida County

Within the sheltered workshop program, a number of ancillary services are provided to those individuals unable to secure and maintain competitive employment in the community to help them remain as self-sufficient as possible. These include Psychological, Social Work and Nursing Services, Vocational Rehabilitation Counseling, Occupational Therapy, Physical Therapy, and Speech Pathology. Individuals would likely end up in more costly programs if these services were not available to and accessible by them within Vocational Rehabilitation day programming.

C. Type of Service: Transportation  
Program: Consumer Transportation (Program Code 0670)  
Subcontract Services (Program Code 0880)

There is an agency-incurred cost associated with transporting consumers to and from various programs and events. Additionally, Birnie Bus is utilized as a third-party vendor to provide the actual transportation services.

D. Type of Service: Respite for Families/Recreation for Campers  
Program: Summer Camp  
Location: Charles B. Wolkin Memorial Camp  
Hacadam Road, Frankfort

Summer Camp allows those who care for a person with a developmental disability to enjoy respite, as well as providing an opportunity for the individual to participate in quality leisure time activities in a safe, supervised manner. The program operates for a minimum of 6 weeks during the months of June and July. Consumer/family input and feedback are sought via a pre-survey to assess need and an outcome assessment as part of the application process. Although there is a wide variety to pick from, campers only participate in programming that they select. If a camper does not want to participate in a given activity, staff work with the person to consider some possible alternatives. The camper may also choose to sit, relax and enjoy the view. The staff is well-trained, and the program runs very flexibly with the major focus being the enjoyment of the campers. For many, this will be their only vacation opportunity.

**II. Service/Program Objectives and Outcomes:**

The objectives of all services and related programs is to provide support to developmentally disabled individuals, and their families, so they can function and live their lives in the least restrictive manner possible. The mental health vocational programs are designed to support and develop the skills necessary to enable these individuals to secure and maintain competitive employment in the community.

Areas of tracking and performance measurement will include:

- Individuals referred, served, placed & maintained
- Vocational Training *cost-effectiveness*
- Reports of improved quality of life and positive self-esteem derived from participation in employment/vocational activities
- Productivity in terms of hours worked, hourly wage and type of job
- Summer Camp utilization by families/individuals for respite/recreation
- Camp incidents in regard to safety

**III. Service/Program Design and Staffing:**

The NYS Office Mental Health (OMH) and the NYS Office of Persons With Developmental Disabilities (OPWDD), in conjunction with the NYS Education Department through its Bureau of Vocational and Educational Services to Individuals with Disabilities (VESID), certify and monitor The Arc's various services/programs, as applicable.

**Total Funding Requested:**

**Account #:** A4310.49516

Gross Budget	\$303,456.00
Revenues (All Sources)	0
Net Amount	\$303,456.00
Federal Funds	0
State Funds	
OMH	\$119,135.00
OPWDD	\$128,232.00
OASAS	0
County Funds	\$ 56,089.00
Other	0

**Oneida County Department Funding Recommendation(s):**

It is recommended that funding in the full amount of \$303,456.00 be approved for 2011. Contract amounts for 2012 and 2013, respectively, will be determined based upon State Aid allocation. -

**Service Units:** (2010 YTD or Estimated for 2011)

Service/Program	No. of Persons Served (Unduplicated)	Total No. of Service Units	Definition of a Service Unit	Cost per Person Served
Employment Services/ Supportive Employment (1/2010-9/2010)				
• Intensive (ACE)	107	1,452.87	One hour of direct service delivery	Annual contract = \$21,710
• Extended (OISE)	108	1,619.25		Annual contract = \$97, 424

Service/Program	No. of Persons Served (Unduplicated)	Total No. of Service Units	Definition of a Service Unit	Cost per Person Served
Vocational Training/ Sheltered Workshop	103	18,000	5 hrs./day in program, inc. transportation to and from program	\$14,000.00
Consumer Transportation (agency-incurred)	N/A	N/A	Round trip	N/A
Subcontract Services (3rd party vendor – Birnie Bus)	N/A	N/A	Round trip	N/A
Recreation/Summer Camp	100 children & adults	11,300	One hour of service per person	\$5.75

**Proposed Funding Sources (Federal \$/State \$/County \$):**

State funds	\$247,367.00
County funds	\$ 56,089.00

**Cost Per Client Served:** See above.

**Past Performance Data:** The Arc, Oneida-Lewis Chapter, NYSARC, Inc. has a long and successful history of serving people with disabilities. It has been in existence in Oneida County for many decades. The Arc provides disabled adults and children, and their families, the full spectrum of employment services, day services, residential services and various other supports. The agency's Supported Employment program has been operational since 1986 and has served persons with dual-diagnoses since that time.

The agency has received satisfactory fiscal and programmatic reviews and has corrected deficiencies when discovered. The Arc, Oneida-Lewis Chapter, NYSARC, Inc. has been determined to be financially sound and has the ability to operate the programs under this contract in substantial compliance with standards.

**Oneida County Department Staff Comments:** The Arc, Oneida-Lewis Chapter, NYSARC, Inc. has an outstanding reputation of providing essential and required services for the unique population it serves. For several years now, the agency has been a major contributor to the Oneida County workforce community by providing quality job placement and follow along services for adult individuals with disabilities.



## A G R E E M E N T

This Agreement made by and between the County of Oneida, a municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York (hereinafter referred to as the "County"), through its Department of Mental Health which is based in Utica, New York, and The ARC of Oneida and Lewis Counties, Inc. (hereinafter referred to as the "Contractor"), which is incorporated under the New York State Not-For-Profit Corporation Law and having its principal office located at 245 Genesee Street, Utica, NY 13501.

### W I T N E S S E T H:

**WHEREAS**, the **County** through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

**WHEREAS**, Article 41 of New York State (hereinafter referred to as the "**State**") Mental Hygiene Law mandates and authorizes the **County** through its Department of Mental Health to enter into a series of Agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

**WHEREAS**, the **County** defines this entire set of Agreements that make-up the comprehensive and integrated system of community mental health services as an organized health care arrangement and, as such, each **Contractor** upon final execution of this Agreement shall identify themselves as a member participant of the Oneida County Community Mental Health Network in and on all appropriate circumstances and materials; and

**WHEREAS**, the **Contractor** is a Not-For-Profit Corporation established for the purpose, among others, of furnishing community mental hygiene services and is authorized to furnish such services to the **County**, and

**WHEREAS**, the parties hereto desire to make available to the **County** the Community Mental Health Services and related Programs (hereinafter referred to as the "**Services**") authorized by the Community Mental Health Services Act as set forth in Article 41 of the Mental Hygiene Law of the State of New York, and

**WHEREAS**, the **Contractor** is desirous within its corporate powers to provide the **Services** described by program type in the Consolidated Budget Report (CBR) attached hereto as *Appendix A* and made a part hereof (hereinafter referred to as the "**Budget**") and the Service/Program Narrative attached hereto as *Appendix B* and made a part hereof (hereinafter referred to as the "**Narrative**").

**NOW, THEREFORE**, it is mutually agreed between the parties as follows:

#### **I. TERM OF AGREEMENT**

The term of this three (3)-year agreement shall commence January 1, 2011 and shall conclude December 31, 2013. It is expressly understood that this Agreement may be amended at any time during this period to reflect new programmatic or fiscal constraints.

## II. SCOPE OF SERVICE

### A. General

The **Contractor**, at its own expense and charge for the consideration provided, agrees to furnish adequate, qualified and trained personnel, together with required office space and equipment, and to furnish and render the **County**, the **Services** outlined in *Appendix B*. The specific services are detailed by the program category specified in the **Budget**. All services will be provided, and all programs operated, in accordance with the appropriate rules and regulations as promulgated by the Department of State and published in Volume 14, Parts A, B and C of the Codes, Rules and Regulations of the State of New York, which regulate said service. The **Contractor** must demonstrate such compliance, where applicable, by attaching the current Operating Certificates as required by the **Narrative**, Section IIA.

The **Contractor** agrees, where applicable, to provide any and all **Services**, authorized by this Agreement or other license or certification, to individuals involved in the New York State Office of Mental Health (OMH) Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The **Contractor** further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a safe and confidential manner.

For the purposes of this Agreement, the **Contractor** shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status. The **Contractor** shall neither hold itself out as nor claim to be an officer or employee of the **County**, and the agents of the **Contractor** shall neither hold themselves out as nor claim to be officers or employees of the **County** and shall make no claim for nor shall be entitled to, workman's compensation coverage, medical, unemployment, social security or retirement membership benefits from the **County**.

### B. Levels of Service

The **Contractor** agrees to deliver the services in accordance with the number of units, services and programs as specified in the attached **Budget**. No reduction in level of services shall be permitted if such a reduction alters the basic nature or adversely affects the quality of services. If the **Contractor** is delivering services at a rate which in the judgment of the **County** will result in a level of services below that agreed upon, the **County** may, after notifying the **Contractor** in writing, request that the rate of service be increased in general or by a specified amount up to the level agreed upon.

### C. Case Records: Confidentiality and HIPAA Communications

Where applicable, the **Contractor** shall maintain individual case records for each client participating in the **Services** as may be required under the rules and regulations promulgated by New York State. All case records, summaries, statistics, other records and reports shall be maintained and/or submitted in a manner satisfactory

to the County Department of Mental Health and appropriate State agency. The case records for each client receiving the **Services** provided pursuant to this Agreement shall be kept and maintained in a confidential manner in compliance with 42 CFR Part 2, and all of the laws, regulations and guidelines of the Federal, State and Local governments and their agencies.

Copies of individual treatment records or evaluations shall be transferred to physicians, licensed psychologists, certified social workers, and other providers of mental hygiene services or other health care staff, who are involved in caring for, treating or rehabilitating the clients only upon the informed consent of the client. Any information transferred to another provider should be kept confidential and used solely for the benefit of the client by the receiving individual or agency. When releasing this information, the **Contractor** shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as well as all regulations promulgated by the Federal government in furtherance thereof, to assure the privacy and security of all Protected Health Information (PHI) exchanged between the **Contractor** and the receiving individual or agency.

At the expiration of this Agreement, and in the event that no successor agreements are entered into, all plans and programs for providing treatment services, all educational plans, programs and materials, all clinical and program records, and all program evaluation materials shall become the property of the Oneida County Department of Mental Health. The **Contractor's** obligation to perform as provided in this section continues beyond the termination of this Agreement.

#### **D. Participation in County Planning Process**

The **Contractor** agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify **Services** offered by **Contractor**; submission of planning reports and CON applications and/or Prior Approval and Review (PAR) applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee; submission of various demographic reports on **Services** in addition to LS3 of LS2C data as may be requested by a subcommittee and/or workgroup; and submission of preliminary budget and program data to the **County** through the Department of Mental Health in a timely manner for inclusion in planning documents.

#### **E. Participation in County Single Point of Access and Accountability (SPOA/A) Processes; Admission and Termination Committee; MICA Network Committee; Mental Health and Drug Court Planning Committees**

The **Contractor** shall participate, where applicable, in all of the appropriate Oneida County Single Point of Access and Accountability (SPOA/A) Processes; and/or Admission and Termination Committee; and/or MICA Network Committee; and/or Mental Health and Drug Court Planning Committees. It is expressly understood that these processes and committees share HIPAA defined Protected Health Information

(PHI) or Individually Identified Health Information (IIHI). This required **Contractor** participation is covered under the auspices of the Oneida County Community Mental Health Network as a member participant of an organized health care arrangement. Under this arrangement, the **Contractor** shall inform all program participants of their participation in this network and the processes and/or committees listed above.

In all circumstances where it is clinically appropriate, the **Contractor** shall obtain a signed authorization and acknowledgement from the individual program participant to have his/her PHI or IIHI presented as necessary.

It is expressly understood that every attempt will be made to "de-identify" all PHI or IIHI prior to any and all meetings; however, there may be circumstances under which PHI and/or IIHI must be exchanged to fulfill the **County's** oversight and monitoring rights and responsibilities under HIPAA and New York State Mental Hygiene Law.

Where applicable, the **Contractor** agrees to take all necessary and appropriate actions to assure compliance with all confidentiality and HIPAA laws and regulations in safeguarding the PHI and/or IIHI obtained as a result of their participation in the Oneida County Community Mental Health Network and all of its committees and processes.

If the **Contractor** is part of the Children and Youth SPOA/A committee and process, the **Contractor** agrees to submit a completed Children and Youth Data set and a completed Child and Adolescent Needs Survey (CANS) as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

If the **Contractor** is part of the Adult SPOA/A committee and process, the **Contractor** agrees to submit all required PHI or IIHI as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

It is expressly understood that the Department of Mental Health and the **Contractor** will enter into all necessary Chain of Trust, Business Associate and/or Trading Partners Agreements as may be necessary and appropriate to assure reasonable compliance with Federal HIPAA regulations and New York State Mental Hygiene Law.

### III. BUDGET AND ADMINISTRATIVE REPORTING REQUIREMENTS

#### A. **Budget and Total Amount of Agreement**

The **Contractor** expressly represents and agrees that the **Budget** for the services and programs attached hereto and made a part hereof, lists personnel and all other estimated costs of service, estimated revenue, and units of service to be rendered by the **Contractor** under this Agreement, and shall not exceed the total Approved Net Operating Cost.

## **B. Budget Revisions**

In the event that New York State modifies the budget instructions/format during the course of this contract period, the **Contractor** shall submit a revised budget within a time frame established by the **County**.

The **County** shall review and consider any request by the **Contractor** to revise the **Budget** submitted to the **County** no later than thirty (30) days after the expiration of this Agreement. The Oneida County Department of Mental Health, in its sole discretion, may approve such a request, provided that the total payment is not increased. Upon approval, the **Budget** as revised shall, for purposes of this Agreement, replace the **Budget** previously appended and made a part hereof.

## **C. Contractor, County and State Share of Net Budget Costs**

The **Contractor** agrees to provide up to the amount, if any, identified as the Voluntary Contribution share of the Approved Net Operating Cost specified in *Appendix A* of this Agreement. Such shares shall consist of voluntary contributions or endowments from non-state or federal sources and shall not be obtained from fees or other reimbursement received for services rendered pursuant to this Agreement.

In full consideration of the services to be rendered by the **Contractor**, the **County** agrees to provide the **Contractor** with an amount not to exceed the total **County** share indicated in *Appendix A* attached hereto which represents the **County** funds available to partially or completely finance the **Contractor's** Approved Net Operating Cost.

The **County** further agrees to provide the **Contractor** with an amount not to exceed the total State Aid share indicated in the **Budget** attached hereto which represents the State funds available to partially or completely finance the **Contractor's** Approved Net Operating Cost.

In the event that the **State** or **County** approves a funding amount below that contained in the **Budget**, the **Contractor**, at the request of the Oneida County Commissioner of Mental Health, shall submit a revised budget plan which reflects the approved Operating Costs, Net Operating Costs and funding by the various Deficit Funding Sources. It is expressly understood that the **County** assumes no responsibility for costs not approved for reimbursement by the **State**. Should any expenses be disapproved in a post-audit by the State of New York, the **Contractor** shall submit a check payable to the **County** equal to the amount of any disallowance already paid to the **Contractor** by the **County** within ninety (90) days of notification. This provision shall apply to this Agreement and all previous Agreements between the **County** and the **Contractor**.

In the event that the **State** approves a funding amount above that contained in *Appendix A*, the **County** shall notify the **Contractor** as soon as practical. The **Contractor** shall submit a revised *Appendix A* and *Appendix B* that reflects the funding modifications and resultant program adjustments to the Department of Mental Health as an Amendment to this Agreement. The **County**, upon the approval of the Board of

Legislators and County Executive, shall make all the necessary adjustments in the advanced payments to the **Contractor** in order to facilitate the initial start up and operation of the program or service.

In the event that the **Contractor's** final net deficit total is less than that contained in the attached **Budget**, the **Contractor's** contribution will be proportionate to that cost as contained in the attached **Budget**. Should the **Contractor** exceed the approved net operating cost, the **Contractor** will display any excess deficit above authorized state and/or county funding on the non-funded line of DMH 2.2. It is expressly understood that this amount is the responsibility of the **Contractor**. It is expressly understood and agreed that the "Gross Expenditures," "Estimated Revenues" and "Net Operating" amounts specified in the **Budget** may be increased or decreased only with the written consent of the **County**.

#### **D. Claims, Reports and Payments**

The **County** will make State aid payments either monthly or quarterly, to be determined by the manner in which New York State advances funding to the **County**. **County** share of payments will be provided subsequent to services rendered and upon review of voucher receipt from **Contractor**. A minimum initial payment of at least one-twelfth of the approved State allocation will be provided upon final execution of this Agreement, or January 1, of each year covered by this Agreement, which ever occurs last, based upon the submission of a voucher by the **Contractor** requesting payment.

All remaining State aid payments will be made on or about the 1<sup>st</sup> day of each month up to and until such time New York State advances funding to the **County** on a quarterly basis. At this time, these payments will be made on or about the 1<sup>st</sup> day of each quarter based upon submission of a voucher by the **Contractor** requesting payment. Payments made monthly for the last quarter will equal the full amount due the **Contractor** less any previous payments made to the **Contractor** under this Agreement. Final reconciliation of the third and fourth quarters of the contract period will be based upon submission of the required Consolidated Fiscal Report (CFR).

In the event that additional funding becomes available during the term of this Agreement, the **Contractor** must submit a revised *Appendix A* and *Appendix B* as required under Section III paragraph C above. Upon completion and submission of these requirements and approval by the Oneida County Board of Legislators, the **County** will issue an interim payment to the **Contractor** equal to the retroactive proportion of payments due to the **Contractor**.

The **Contractor** is required, where applicable, to submit to the **County** a semi-annual Consolidated Quarterly Fiscal Report (CQFR) within thirty (30) days after the end of the second quarter for each year covered by this Agreement. The Consolidated Fiscal Report (CFR) will serve as the required financial report for the fourth quarter advance and will be due based on deadlines imposed by New York State and outlined in CFR memorandums.

The **Contractor** shall submit a final expenditure report known as the Consolidated Fiscal Report (CFR) in a manner and within the timeframes established by the Oneida County Commissioner of Mental Health and the New York State Inter-Office

Coordinating Council. It is expressly understood that each New York State Department of Mental Hygiene agency can and may establish their own fiscal reporting rules and formats and that the **Contractor** assumes responsibility for compliance with these requirements.

If for any reason whatsoever, the **Contractor** shall spend an amount that is less than the amount specified in the attached **Budget** during the term of this Agreement, for the purposes set forth herein, the total **County** payment of county and state shares specified herein shall be reduced to the amount of approved actual **Contractor** expenditures made for such purposes as reported on the CFR.

Any and all county payments to the **Contractor** shall be subjected to off set by the amount of any previously identified as a "Sum Subject to Recapture". Any "Sum Subject to Recapture" made to the **Contractor** under any predecessor Agreement shall be an offset against the Total County Payment to **Contractor** under this Agreement. The amount of recapture shall be reflected in a reduction of the payments to **Contractor**.

Please note that the obligations of the parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the **County** shall have the option to immediately terminate this Agreement upon providing written notice to the **Contractor** by certified mail. In such an event, the **County** shall be under no further obligation to the **Contractor** other than payment for costs actually incurred prior to termination and in no event will the **County** be responsible for any actual or consequential damages as a result of such termination.

## **E. Annual Report, Financial and Management Audit**

### **1. Annual Audit and Reports**

The **Contractor** shall submit two (2) copies of its annual financial audit and corresponding Management Letter to the Oneida County Department of Mental Health no later than June 1st, of the following year for each year covered by this Agreement.

The **Contractor** shall submit *only* two (2) copies of its completed Annual Report, including any Financial Statement(s), on or before April 30<sup>th</sup>, of the following year for each year covered by this Agreement.

The **Contractor** shall submit a final summary copy of the data requested in Section XXII below in addition to a copy of **Contractor's** final quality assurance report which address the recommended changes in operation or funding of the program or services offered by the **Contractor**.

### **2. Compliance with Federal Single Audit Act**

If the **Contractor** is scheduled to receive Federal funds in excess of \$300,000 or more in a year in federal funds, exclusive of Medicaid and Medicare, the

**Contractor** shall cause to have a single audit conducted in accordance with OMB Circular A-133. If the receipt of these Federal funds is through the State Aid Funding Authorization process, the Oneida County Department of Mental Health will notify the **Contractor** of the award and the necessary CFDA numbers. Upon receipt of this notification of federal funding, the **Contractor** shall comply with all requirements stated in OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.

The **Contractor** shall submit two copies of the Single Audit Report and all other related documents generated as part of the scope of the Single Audit Report to the Oneida County Department of Mental Health no later than September 15th of each year covered by this Agreement.

Should the **Contractor** expend less than \$300,000 a year in federal funds, exclusive of Medicaid and Medicare, the **Contractor** shall retain all documents related to the federal programs for three (3) years, and make such documents available for a subsequent audit as requested by Oneida County or the State of New York.

#### F. Indemnification and Insurance

Notwithstanding the limits of any policy of insurance provided by the **Contractor** pursuant to this Agreement, the **Contractor** further covenants and agrees to indemnify, defend and hold harmless the **County** and the **State**, its officers, agents and employees, from and against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the **County** or the **State** may incur, suffer or be required to pay by reason of or in consequence, directly or indirectly, of the fault, failure, omission, or negligence of the **Contractor**, its agents, officers, members, directors, or employees, including any misrepresentations contained in this Agreement or the breach of any warranty made herein, or the failure of the **Contractor** to carry out its duties under this Agreement or otherwise arising out of, or in connection with, directly or indirectly, this Agreement. The **Contractor** shall not be required to indemnify the **County** or the **State** for any damage or loss out of any acts of the **County** or the **State**, their officers or agents.

The **Contractor** shall, at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard worker's compensation insurance, if required by law; general liability insurance (including, without limitation, contractual liability); and professional liability insurance; each with single limits of liability in the amount of \$1,000,000; automobile liability insurance in the amount of \$1,000,000, with a minimum of \$1,000,000 each occurrence, bodily injury and property damage. Proof of same must be provided to the **County** at the time of the execution of this contract as *Appendix D*. If the existing insurance policy or policies expire during the term of this Agreement, the **Contractor** will be required to deliver to the **County** a renewal certificate prior to the expiration date. Failure to deliver the renewal certificate(s) shall be deemed a breach of this Agreement and may result in the immediate termination of this Agreement. The **County** must be named as an "Additionally Insured" as part of the **Contractor's** insurance policy.



If any of the required insurance coverage's contain aggregate limits or apply to other operations of the **Contractor**, outside of those required by this Agreement, the **Contractor** shall provide the **County** with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection which such insurance affords the **County**. The **Contractor** shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

If the **Contractor** self-insures any of the above requirements, a letter specifying the coverage, limits, etc., and the umbrella coverage in force, above the self-insured limits must be submitted to the **County**. Again, the **County** shall be named as an "Additionally Insured".

#### **G. Management Information System**

The **Contractor** agrees, where applicable, to participate in and provide necessary information in support of a comprehensive management information system. It is the responsibility of the **Contractor** to obtain the necessary release of information signed by each individual participating in a program or service licensed by or supported with funds from New York State's Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OASAS) and/or Office of Persons With Developmental Disabilities (OPWDD) authorizing the **Contractor** to release client specific information to the Oneida County Department of Mental Health. It is expressly understood that the information released to the Oneida County Department of Mental Health will be used pursuant to Mental Hygiene Law Sections 33.13 (c) (12); 33.13 (d); and 41.13.

This information may also be used to assist in the coordination of benefits and program services offered through and by the Oneida County Department of Mental Health and its contract agencies, in conjunction with the Oneida County Department of Social Services and the Oneida County Office of Work Force Development.

The **Contractor** agrees, where applicable, to submit electronic demographic and service reporting data that will address a variety of outcome and quality assurance issues.

All electronic files and data transferred to the Oneida County Department of Mental Health will be maintained with restricted access and in compliance with all rules concerning client confidentiality.

#### **H. Contract Property**

The **County** shall reimburse the **Contractor** for the purchase of all property, i.e. equipment, materials and supplies, which is specified and accounted for in the **Budget**. The **Contractor** shall carry sufficient insurance, with the **County** named as an "Additionally Insured" in an amount sufficient to cover all property acquired by the **Contractor** through purchase under this contract against loss or damage due to negligence, fire, theft, vandalism, malicious mischief, or other cause. This provision shall apply to all property purchased under this Agreement and any previous agreement between the **County** and the **Contractor**. The **County** shall maintain an equitable

interest in all property purchased under this Agreement or any previous agreement between the **County** and the **Contractor**.

The **Contractor** shall, where applicable, provide the **County** with a list (*Appendix E*) identifying all such property, including the year purchased and the cost. This provision shall apply to all property purchased under this Agreement, or any previous agreement between the **County** and the **Contractor**. This list is to be provided to the **County** no later than January 1st of each year covered by this Agreement.

#### **I. Inspection of Books and Records**

The **Contractor** further agrees to make available its plans, facilities, and financial, administrative, and other statistical records for inspection and audit by authorized personnel of the Oneida County Department of Mental Health, the New York State Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OMH), Office of Persons With Developmental Disabilities (OPWDD) and/or the Oneida County Department of Audit and Control. Such records must be maintained for at least seven (7) years subsequent to the date of final payment hereunder, or until a final audit has been made by the respective New York State agency. All examinations, inspections, audits, and visitations shall, in the absence of an effective waiver by the client(s), be conducted in accordance with the laws governing client confidentiality and privilege and shall be performed on the **Contractor's** premises and, at the discretion of the **County**, in the presence of a **Contractor** representative.

#### **J. Subcontract**

The **Contractor** shall not enter into any agreement with any third party for the provision of **Services** without the prior written approval of the **County** nor assign the within contract without the prior written approval of the **County**. This provision does not prohibit the **Contractor** from entering into employment contracts or contracts for the acquisition of goods or the provision of services which are ancillary to the main purpose of this Agreement and are not directly related to the provision of contracted services. Such approval shall be granted or withheld at the sole discretion of the **County**.

#### **K. Regulatory Compliance**

The **Contractor** shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the County, State or Federal governments. It is further understood by the **Contractor** that agencies and departments of New York State other than OMH, OASAS and OPWDD may promulgate these rules and regulations.

Pursuant to Oneida County Board of Legislators Resolution No. 249, the **Contractor** must provide proof that wastes and recyclables generated in Oneida County by the **Contractor** or a subcontractor shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Management Authority. Compliance with this requirement will become *Appendix C* of this Agreement to be known as Resolution 249 Compliance.

*Appendix C* must include a list of all Oneida County locations at which services will be provided. This list is to include all services provided by the contracting organization or **Contractor** not withstanding their respective delineation in Appendix A of this Agreement. Furthermore, *Appendix C* must include a photocopy of an agreement between the contracting organizations or **Contractor** and a waste hauler specifying the locations covered by that agreement and certification from the Oneida-Herkimer Solid Waste Management Authority that the waste hauler delivers their waste to the Oneida-Herkimer Solid Waste Management Authority facilities. The **Contractor** pursuant to this Agreement must provide compliance with this section of the Agreement to the **County** prior to the final execution of this Agreement and provision of services.

As previously noted, the **Contractor** shall comply, where applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as well as all regulations promulgated by the Federal government in furtherance thereof, to assure the privacy and security of all Protected Health Information (PHI) exchanged between the **Contractor** and the provider individual or agency. As proof of compliance with 45 CFR 160 through 164, the **Contractor** shall append to this Agreement, where applicable, a copy of its updated Policy and Procedures Manual that addresses HIPAA compliance issues (*Appendix F*).

The **Contractor** represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The **Contractor** further agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect, and/or maltreatment shall be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the agency's decision to file a report with the Central Register.

The **Contractor** shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV-related illness.

The **Contractor** and any subsequent subcontractor agrees that any staff to whom confidential HIV-related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of State Law and Regulations.

The **Contractor** and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV-related information.

*“This information has been disclosed to you from confidential records which are protected by New York State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”*

#### IV. MISCELLANEOUS PROVISIONS

##### A. **Additional Appendices**

Annexed hereto and made a part hereof as Appendices G/H/I/J/K/L/M/N are additional terms, covenants and conditions which the respective parties agree to be bound by and follow, where applicable, as part of the within Agreement. Unless otherwise indicated, such information should be submitted to the Department of Mental Health no later than the last business day in October of each year covered by this Agreement.

##### **Appendix G – Disclosure Statements**

Certifications regarding lobbying; debarment, suspension and other responsibility matters; and drug-free workplace requirements.

##### **Appendix H – Disaster Response Plan**

The **Contractor** shall submit a copy of its Disaster Response Plan. In addition, the **Contractor** shall participate in the development of an Oneida County plan to respond to man-made or natural disasters. The **Contractor** shall also provide staff as requested by the Oneida County Commissioner of Mental Health to assist in the response to any and all such disasters. It will be the responsibility of the **County** to assist in the training of all appropriate staff called to respond.

##### **Appendix I – Accounting System & Financial Capability Questionnaire**

##### **Appendix J – Corporate Compliance Plan**

The **Contractor** shall provide a copy of its Corporate Compliance Plan, which reflects efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations. This document should minimally include the following standards and procedures:

- Overall compliance program oversight;
- Standards and methods for delegating authority;

- Employee training programs;
- Monitoring and auditing systems;
- Enforcement and disciplinary actions; and
- Mechanisms for responding to problems and taking corrective action

#### **Appendix K – Organizational Chart**

The **Contractor** shall provide a copy of its Organizational Chart.

#### **Appendix L – Service Utilization**

Using the template provided, the **Contractor** shall provide the following information for each contract service/program on a quarterly basis and annually for each year covered by this Agreement:

- Total Number of Persons Served (Unduplicated)
- Total Number of Service Units  
What is meant by a “Unit of Service” should be clearly defined relative to the agency’s CFR.
- Cost Per Person Served  
Please note whether this expense is a Gross, Net or Average calculation.

#### **Appendix M – Performance Measurement**

Using the template provided, the **Contractor** shall provide its Performance Measurement Plan particular to each contract service/program. Incorporate any relevant performance measurement activities; including specific indicators and data collection methods, developed or expected to be developed during the period in question (please specify year). This information should be submitted to the Department of Mental Health on a quarterly basis and annually for each year covered by this Agreement.

#### **Appendix N – Miscellaneous/Other**

##### **B. Cooperation and Coordination with the Coordinated Children’s Services Initiative (CCSI)**

The **Contractor** agrees, where applicable, to provide any and all services, authorized by this Agreement or other licensed or certification, to children and families involved in the Oneida County CCSI Program. The **Contractor** further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a safe and confidential manner. It is also expressly understood that the **Contractor** is responsible for obtaining a signed release of information from the individual to facilitate this level of communication.

### C. Cooperation with local Shelter Plus Care (SPC) Program Sponsor

The **Contractor** agrees, where applicable, to cooperate and enter into appropriate Business Associate and Chain of Trust Agreements with the local, designated sponsor of the Shelter Plus Care Program. The purpose of these Agreements will be to facilitate the development and operationalization of an appropriate service plan for individuals involved in the Shelter Plus Care Program. These Agreements will also allow for the local sponsor to gather the necessary information to document the required local match as required by the Federal Department of Housing and Urban Development (HUD).

## V. TERMINATION OF AGREEMENT

Either party may terminate this Agreement by giving thirty (30) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the **Contractor** fails to comply with legal, professional, County or State requirements for the provision of **Services** or with provisions of this Agreement, or if the **Contractor** becomes bankrupt or insolvent or falsifies its records or reports or misuses its funds from whatever source, the **County** may terminate this Agreement effective immediately, or, at its option, effective at a later date, after sending notice of such termination to the **Contractor**.

The **County** shall be released from any and all responsibilities and obligations arising from the **Services** covered by this Agreement, effective as of the date of termination. The **County** shall be responsible for payment of all claims for services provided and costs incurred by the **Contractor** prior to termination of this Agreement that are pursuant to, and after the **Contractor's** compliance with the terms and conditions herein.

Notice of termination must be in writing, signed by an authorized official and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger. A copy of such notice shall also be sent to the appropriate New York State Office.

If any term or provision of the Agreement shall be found to be illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement. The laws of the State of New York, except where the Federal supremacy clause requires otherwise, shall govern this contract. Venue shall lie within the State of New York.

VI.

**THIS INSTRUMENT EXPRESSED ENTIRE AGREEMENT**

It is expressly understood that this instrument represents the entire Agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications shall be valid unless written and both parties thereof shall execute evidence.

COUNTY BY:

\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

\_\_\_\_\_  
Date

*Linda M. Nelson*  
\_\_\_\_\_  
Linda M. Nelson, Commissioner  
Oneida County Department of Mental Health

*11/18/10*  
\_\_\_\_\_  
Date

CONTRACTOR BY:

*Joanna Greco*  
\_\_\_\_\_  
Joanna Greco, President  
Board of Directors  
The ARC of Oneida and Lewis Counties, Inc.

*10/28/10*  
\_\_\_\_\_  
Date

*Angela Z. VanDerhoof*  
\_\_\_\_\_  
Angela Z. VanDerhoof, Executive Director  
The ARC of Oneida and Lewis Counties, Inc.

*10/28/10*  
\_\_\_\_\_  
Date

Approved as to form only:  
Oneida County Attorney

By: *Raymond J. Bruno*  
\_\_\_\_\_

Date: *11/24/10*  
\_\_\_\_\_

**APPENDIX A  
CONTRACT BUDGET 2011  
NYS ASSOC FOR RETARDED CITIZENS**

	OMH	\$119,135.00	
	OMRDD	\$128,232.00	
	OASAS		
Total State Aid			\$247,367.00
County Funds			\$56,089.00
Voluntary Contribution ( Matched )			\$0.00
Unmatched Contribution by Ageny (non-funded amt)			\$0.00
<b>TOTAL FUNDING</b>			<b>\$303,456.00</b>



# Appendix B: Service/Program Narrative

## I. General Agency/Organization Parameters

- A. State the mission of the agency/organization. The mission statement includes the overall purpose of the agency/organization and is the basis upon which its services, goals and objectives are defined. **Attach a copy of the Board Resolution or motion**, which the governing body has adopted or passed authorizing the **Contractor** to provide the specified Services and Programs under the conditions contained in this Agreement. Label this *Appendix B: Section IA*.
- B. The delivery of mental hygiene services in Oneida County is HIPAA-defined as an *Organized Health Care Arrangement* or an *Organized System of Health Care*. Included in this definition is “a clinically integrated care setting in which individuals typically receive health care from more than one health care provider.” Upon the final execution of this Agreement, the **Contractor** is explicitly agreeing to participate in the Oneida County Mental Health System of Care. List the written Business Associate and/or Chain of Trust agreements the **Contractor** has with other service providers that enhance the continuity of care and accessibility of needed services. Describe, **in detail**, how these agreements foster networking and support community integration through the use of generic community-based services. Attach a photocopy of these Agreements and label this *Appendix B: Section IB*.
- C. Attach a copy of the agency/organization’s overall Quality Assurance Program. Describe how the data gathered in *Appendix L* and *Appendix M* of this Agreement will be utilized. Also include how consumer and family satisfaction will be monitored by the **Contractor** and incorporated into the plan. Label this *Appendix B: Section IC*.

## II. Service/Program Narrative Outline

**NOTE: Please complete a separate Section II for each individual Service/Program covered under this Agreement as outlined in Appendix A.**

- A. Describe the individual Service/Program by name, type and location, including the manner in which it will be provided by the **Contractor**. Include how the agency/organization’s overall Scope of Service (as outlined in Section II of the main body of this Agreement) encompasses the individual Service/Program. If State-licensed or certified, please include a copy of the current Operating Certificate.
- B. Explain, **in detail**, how the Services and Programs offered through this Agreement will support the goals of personal recovery and self-sufficiency. Also, where applicable, please describe how the **Contractor** values and utilizes employment as a recognized indicator of successful treatment and supportive services.

# Appendix B (1) A

## The Arc

Oneida-Lewis Chapter, NYSARC  
Advocacy and Services for People with Disabilities

### 2011 NARRATIVE

#### General Agency Parameters

##### A. Mission

The Mission of The Arc, Oneida-Lewis Chapter, NYSARC

Our Mission is to enable persons with disabilities and their families to achieve their potential through self-determined goals in partnership with the Agency. We will provide leadership in our community to develop the necessary human and financial resources to fulfill this Mission.

The Arc Vision

All persons with disabilities live as fully included members of their community.

# Appendix B (1) B

## **B. Agreements**

1. Faxton Hospital
2. St. Luke's Memorial Hospital
3. St. Elizabeth's Hospital
4. Community Memorial Hospital, Hamilton
5. Mohawk Valley Psychiatric Center
6. Murphy Memorial Hospital, Rome
7. Am/Care Ambulance Service
8. Central New York Disabilities Service Office

Through a successful referral process a safe home and work environment is maintained for the developmentally disabled and mentally ill individuals within our programs. Frequently used services to ensure protective oversight of our population are as follows: Oneida County Department of Mental Health, New York State Department of Mental Retardation and Developmental Disabilities, Oneida County Department of Social Services and Catholic Charities.

The Arc, Oneida-Lewis Chapter, NYSARC through liaisons with the above stated organizations have maintained a strong network of services for the developmentally disabled and mentally ill in Oneida County in the past and in the future. Our Agency has always been committed to a high level of communication, which fosters networking and ultimately supports community integration and independence for the people whom we serve.

# **The Arc**

**Oneida-Lewis Chapter, NYSARC  
Advocacy and Services for People with Disabilities**

Be it resolved, that staff of the Arc is hereby authorized to provide, including, but not limited to, the following services: Vocational and Recreation, which comply with conditions outlined in the Oneida County Contract.

**Passed October 18, 2010**



**Deborah McGrath  
Secretary**

# Appendix B (1) DC

## The Arc

Oneida-Lewis Chapter, NYSARC  
Advocacy and Services for People with Disabilities

### Corporate Compliance & Quality Assurance Protocol

Corporate Compliance & Quality Assurance is monitored and maintained for The Arc, Oneida-Lewis Chapter, NYSARC through several different procedures including:

- Internal compliance reviews of all HCBS Waiver programs by Compliance department staff at a rate of  $\geq 50\%$
- Internal compliance reviews of all Medicaid Service Coordination services by Compliance department staff at a rate of  $\geq 95\%$
- Internal quarterly Utilization Review of all Day Service programs by Day Services service liaisons
- Annual Quality Assurance reviews of all day service programs facilitated by Agency Incident Review/Quality Assurance Coordinator
- Annual internal Quality Assurance reviews of all residential programs by the residential program managers under the direction of the Residential Assistant Directors
- Annual reviews by OMRDD Bureau of Program Certification along with full recertification audits
- Agency Human Rights Committee
- Agency Standing Review Committee for review of all serious reportable incidents and allegations of abuse
- Internal Standing Review Committees for review of all site based incidents
- Agency Safety Committee including physical plant review of all Agency facilities
- At least semi-annual meetings of the Compliance department staff with departmental QA/compliance personnel
- Routine monthly Compliance/QA reports to the Board of Directors

Quality Assurance for the individuals receiving services from The Arc, Oneida-Lewis Chapter, NYSARC is assured via:

- Semi-annual reviews of services being received by the consumer and their appropriateness for assisting in the achievement of valued outcomes through person centered planning
- Maintenance of Service Coordination involvement of each individual
- Printed and distributed copies of each consumer's Rights and Responsibilities
- Printed and distributed copies of Consumer surveys/questionnaires
- Distribution of Grievance Policy to all consumers, their families and advocates
- Internal Consumer Advisory Committees
- Consumer participation in Statewide Self-Advocacy Committee

Quality Assurance through association with other organizations supports increased awareness of statewide issues and enhances staff development. Organizations that The Arc, Oneida-Lewis Chapter, NYSARC is affiliated with include:

- Mental Hygiene Legal Services

- Office of Mental Retardation & Developmental Disabilities
- Central New York Disabilities Services Office
- Commission on Quality Care
- Child Protective Services
- NYSARC
- NYS Association of Day Service Providers
- NYS Rehabilitation Association
- NYS Adult Day Services Association
- NYS Third Age Committee
- Oneida County Aging and MR/DD Committee
- Alzheimer's Disease Coalition
- Mohawk Valley Infection Control Committee
- Oneida County Office for the Aging
- ElderLife (Senior Services of Utica)

## 2. Service and Program narrative outline

- A. **Program Name:** Vocational Services  
**Program Type:** Sheltered Workshop  
**Program Location:** 14 Arnold Ave, Utica, NY 13502

Vocational Training program focuses on teaching the individual with a disability appropriate social, behavioral and work skills necessary to not only earn money through work while participating in the program, but to go out into the community and find competitive employment in the future. Individuals who are unable to find competitive employment can remain within the vocational training program and earn money at a level which equals their ability to do work based on industrial standard time studies.

The individuals to be served live within the following situations; live with their families, in group homes, or independently in the community. The earnings provided a level of income to the family which allows for an increase level of self-sufficiency for the individuals with disabilities but their families as a whole. Because the individual attends a day program it allows both members of the family or care givers to work in the community, thus providing two wage earners within a family.

The vocational service program located at Arnold Ave in Utica, NY provides services to a maximum capacity of 200 individuals with disabilities per day for a period of 5 hours, 250 days per year. Transportation to and from programming within Oneida County is afforded to those individuals in need to improve accessibility of services.

- B. The services offered through the vocational training program allow individuals to earn based on their capabilities. Once an individual has developed work skills and behaviors which will allow them to go into the community to find employment, supported employment programs are offered as an option to the individual with a disability.

Within the sheltered workshop, if those individuals were unable to maintain competitive employment in the community, a number of ancillary services are provided which allows the individual to remain as self-sufficient as possible within community. The services provided include: Psychological services, Social Work services, Vocational Rehabilitation Counseling, Occupational Therapy, Physical Therapy, Speech Pathology, and Nursing services. If not for the day programs such as vocational services, these individuals would end up in more costly programs as a result.

The Arc Oneida-Lewis Chapter  
Oneida County OMH Report  
Employment Services  
October 2010

Appendix B: Program Narrative

Service and Program Narrative Outline

- Program                      Employment Services
- Type of Services        Supported Employment
  - Assisted Competitive Employment (ACE)
  - Ongoing Integrated Supported Employment (OISE)
- Location                    Administrative Offices  
                                  245 Genesee St  
                                  Utica, NY 13501

The Arc, Oneida-Lewis Chapter, NYSARC Inc. operates an Employment Services Division, as part of the vast spectrum of services available, for individuals with disabilities. The Arc has been a major contributor to the Oneida County workforce community by providing quality job placement services to individuals with mental health disabilities. The employment programs receive contract funding from New York State Vocational and Educational Services for Individuals with Disabilities, Central New York Office of Mental Retardation and Developmental Disabilities and Oneida and Lewis County Offices of Mental Health. OMH Intensive Funding is available for Assisted Competitive Employment (ACE) and OMH Extended Funding is available for Ongoing Integrated Supported Employment (OISE). Employment supports available to individuals include: intake and assessment, individualized job development, job shadowing, on-site job coaching, benefits counseling, transportation, life skills advocacy and long term job retention support.

Supported employment is competitive work in integrated settings for individuals with severe disabilities. It is specifically targeted for individuals who, because of their severe disability, need ongoing support services to perform such work. The provision of ongoing support is one of the features of supported employment which distinguishes it from other job placement services. Support is provided to enable the individual with a disability to learn and maintain the job, and continues to be provided as long as the individual needs it. Supported employment offers individuals with mental disabilities the opportunity to earn wages in job sites in their community while working alongside their non-disabled peers. The individuals receive support to reduce their barriers to employment in addition to intensive one-on-one job training from a job coach until they demonstrate proficiency at the job. Once this occurs, training and support from the job coach are gradually reduced, although the job coach will continue to provide follow-up services to the individual and the employer. In the mental health system, work is often progress, so providing job placement and support to individuals with mental illness helps decrease symptoms and increase self sufficiency.



II. **Program Description and Objectives**

A. Program Name: **Summer Day Camp**

Program Type: **Respite for Families and Recreation for Campers**

**Offices are located at:**

**Community and Family Services  
245 Genesee Street  
Utica, NY 13501**

Services are provided at the Charles B. Wolkin Memorial camp facility located on Hacadam Road, Frankfort.

Office hours of the program are 8:30 AM until 4:00 PM weekdays. The camp operated for a minimum of 6 weeks during June and July during the regular office hours of The Arc.

The programming at camp is organized around what people want to do. Options are developed based on the expressed interest of the campers. Campers only participate in the activities they choose. If a camper does not want to participate in an activity, staff work with him/her to offer other options of interest to them. The camper may also choose to sit, relax and enjoy the view. The program runs very flexibly, with a well trained staff. Our major focus is on the enjoyment of the campers. For many campers, camp is the only vacation they will go on.

Prior to the beginning of camp, a survey was sent out to 500 individuals in the community. Data gathered from the survey noted a definite need for a summer day camp program for both children and adults. We used this data to offer 2 weeks of children's camp (age 6 to 17) and four weeks of adult camp (age 18 and above). An outcomes assessment was included as part of the application process. Discussions with campers as well as family members provide us with insight as to what activities are offered.

The Executive Director, the Camp Committee, and the Day Services Committee analyze a summary of the season. Consumer input is also used for ongoing planning purposes. The program follows the agency guidelines for the protection of individual rights and the reporting of incidents. The Community and Family Services Division sponsors focus

groups on an on-going basis so that parental input is available. A committee of the Board of Directors oversees the operation and physical plan at the camp. A camp Nurse provides oversight of the administration of medication and all staff are trained in basic first aid.

In our Summer Camp program we deliver services to individuals who are eligible for HCBS Waiver Respite funding as well as to individuals who are not eligible for Waiver Respite funding (recreation). This contract provides funding for those who are not eligible as well as for the costs of the operation of the physical plant (such as electricity, phone, repairs, etc.)

## Appendix C: Resolution 249 Compliance

### Service and Program Locations

Attach a list of all Oneida County locations where services and programs will be provided. This list should include all services and programs not withstanding their delineation in *Appendix A* of this Agreement. As required in Section XVIII of the Boilerplate language, attach a photocopy of the Agreement/Contract between the **Contractor** and the hauler of solid wastes and recyclables for each site. Include a certification statement from the Oneida-Herkimer Solid Waste Management Authority attesting that the hauler utilizes the facilities of the Authority in compliance with Resolution 249 of the Oneida County Board of Legislators.

# ONEIDA-HERKIMER SOLID WASTE AUTHORITY

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## BOARD MEMBERS

Donald Gross, Chairman  
Neil C. Angell, Vice Chairman  
Harry A. Hertline, Treasurer  
Vincent A. Casale  
Allena Dicks

James M. D'Onofrio  
Barbara Freeman  
Kenneth A. Long  
Robert J. Roberts, III  
James M. Williams

William A. Rabbia, Executive Director  
Peter M. Royhill, Authority Counsel  
Jodi M. Tuttle, Authority Secretary

October 26, 2010

Mr. Carl Peters, Purchasing/Inventory Manager  
The Arc  
245 Genesee Street  
Utica, NY 13501

## RE: SOLID WASTE HAULER CERTIFICATION OF COMPLIANCE


Dear Mr. Peters:

Based upon the information you provided, this will certify your compliance with County solid waste management policy, specifically the May 26, 1999 Oneida County Board of Legislators Resolution #249. Your current solid waste haulers (**Waste Management of Utica, Hawkins & Hurlbut Sanitation, M. Wheelock**) are presently delivering your solid waste to an Oneida-Herkimer Solid Waste Management Authority facility for disposal.

In the event that you change your solid waste hauler you should immediately contact the Oneida-Herkimer Solid Waste Authority office for solid waste hauler compliance verification.

If you any questions please feel free to contact this office.

Sincerely,



William A. Rabbia  
Executive Director

WAR/aag

# Appendix C

## The Arc

Oneida-Lewis Chapter, NYSARC  
 Advocacy and Services for People with Disabilities

Program	Address	Waste Hauler
<b>Vocational</b>		
Sheltered Workshop	14 Arnold Avenue, Utica	Waste Management
Supported Employment	245 Genesee Street, Utica	Waste Management
Rome Day Training	Gore Road, Rome	Spohn
Clinic	14 Arnold Avenue, Utica	Waste Management
Precise	1821 Broad St., Utica	
Sanzone	9396 Rte. 49, Marcy	Waste Management
<b>Residential</b>		
Administration Offices	245 Genesee Street, Utica	Waste Management
South Trenton	7433 Trenton Road, Barneveld	Waste Management
Cedar Street	303 Cedar Street, Rome	N/A
Rome CR	6740 Lawrence St., Rome	Spohn
Carlile	1 Carlile Ave., Utica	N/A
Laurel	700 Laurel St., Rome	N/A
Bennett – 1 <sup>st</sup> floor	1630 Bennett St., Utica	N/A
Bennett Down – 1 <sup>st</sup> floor	1628 Bennett Street, Utica	N/A
Bennett Up – 2 <sup>nd</sup> floor	1630 Bennett Street, Utica	N/A
Genesee	1521 Genesee St., Utica	N/A
Wheatley Circle	7 Wheatley Circle, New Hartford	N/A
Sherman	1204 Sherman Drive, Utica	N/A
Jeanette	405 Jeanette Dr., Utica	N/A
Clinton	11 Marvin Street, Clinton	N/A
Oriskany Falls	158 S. Main St., Oriskany Falls	N/A
Parkside	45 Parkside Court, Utica	N/A
North George	1704 N. George St., Rome	N/A
Brookside	1607 Brookside Ave., Utica	N/A
Washington	609 N. Washington St., Rome	N/A
Patricia Lane	108 Patricia Lane, Utica	N/A

Morris Road	5958 Morris Road, Marcy	N/A
Flannigan	5567 Flannigan Rd., Marcy	N/A
Whitesboro	24 Hart's Hill Parkway, Whitesboro	N/A
Roberts	9394 Roberts Rd., New Hartford	Waste Management
<b>Employment Services</b>		
Kossuth	1259 Kossuth Ave., Utica	N/A
Gibson	1514 Gibson Road, Utica	N/A
Enclave	214 W. Liberty St., Rome	
<b>Day Treatment</b>		
Site #1	14 Arnold Ave, Utica	Waste Management
Site #2	8163 Gore Road, Rome	Hawkins & Hurlbut
Site #3	9081 Old River Road, Marcy	Waste Management
Administration	245 Genesee Street	Waste Management
North Utica Seniors	50 Riverside Dr., Utica	Waste Management
Venture	7909 State Rte. 5, Clinton	Waste Management
<b>Community &amp; Family Services</b>		
Administration	245 Genesee Street, Utica	Waste Management
<b>Programs*</b>		
Recreation/Respite		
Home Care & Crisis		
Supported Recreation		
Information & Referral		
Case Management		
Guardianship		
Youth Arc & Waiver Services *All operate out of 245 Genesee Street Utica		Waste Management
Respite Care Home	668 Catherine Street, Utica	Waste Management
<b>Transportation</b>		
Garage	2232 E. Broad St., Frankfort	Waste Management
<b>Children's Services</b>		
Therapy Center	241 Genesee St., Utica	Waste Management

**HAWKINS & HURLBUT SANITATION, INC.**  
 P.O. BOX 349  
 ROME, NY 13442-0349  
 RETURN SERVICE REQUESTED



DATE	Mon Sep 27, 2010
ACCOUNT NUMBER	13021

**Please Pay: \$195.55**

LOCATION: Page 1

ARC ONEIDA-LEWIS CHAPTER  
 ACCTS PAYABLE  
 245 GENESEE STREET  
 UTICA, NY 13501

ARC ONEIDA-LEWIS CHAPTER  
 8163 GORE ROAD  
 ROME, NY 13440

AMOUNT ENCLOSED \$	_____
--------------------	-------

You can now pay on-line at  
[www.hawkinsandhurlbut.com](http://www.hawkinsandhurlbut.com)  
 Terms: DUE BY 10/10/10  
 HAWKINS & HURLBUT SANITATION, INC.

RETURN THIS PORTION WITH PAYMENT

Acct# 13021 Location: 8163 GORE ROAD, ROME, NY

DATE	CHARGES AND CREDITS		AMOUNT
	Balance as of 8/24/10 :		\$200.57
9/16/10	Payment	#306614	\$-200.57
9/23/10	RENTAL	9/1 - 9/30	\$5.00
9/23/10	COM. RUBBISH SERV	9/1 - 9/30	\$185.00
9/23/10	FUEL SURCHARGE	3.% 9/1 - 9/30	\$5.55
	<b>Balance Due:</b>		<b>\$195.55</b>
	<b>Grand Total:</b>		<b>\$195.55</b>

*Faint, illegible text, possibly a stamp or signature.*

**PAID**  
 9/27/10

PAY LAST AMOUNT IN THIS COLUMN

THANK YOU

# Statement

**M WHEELOCK DISPOSAL SERVICE**  
PO BOX 648  
RICHFIELD SPRGS, NY 13439  
RETURN SERVICE REQUESTED  
315-822-3427

Mon Oct 25, 2010

6426



**Please Pay: \$134.00**

LOCATION: Page 1



THE ARC ONEIDA-LEWIS CHAPTER NYSARC  
245 GENESSEE ST  
UTICA, NY 13501

THE ARC ONEIDA-LEWIS CHAPTER NYSARC  
KATIE SMITH, CAMILLE MAHER N/E  
2470 NORTH RD SPH-1910  
KNOXBORO, NY 13362

PLEASE INCLUDE ACCOUNT NUMBER  
ON ALL PAYMENTS. THANK YOU.  
Terms: BALANCE DUE UPON RECEIPT  
M WHEELOCK DISPOSAL SERVICE

Pay your bill Online at  
[www.TrashBilling.com](http://www.TrashBilling.com)  
ID#: 521750064267

Acct# 6426

Location: 2470 NORTH RD SPH-1910, KNOXBORO, NY

Balance as of 9/25/10 : \$67.00  
Previous balance was due by the 25th. Please remit balance upon receipt.  
(Any accounts not paid within 45 days of original bill date will be automatically  
shut off) Please contact the office if you are unable to make payment at this  
time or if you are only sending a partial payment. Thank you.

10/25/10	3 YD DPSTR OAM	10/1 -10/31	\$52.00
10/25/10	RENTAL	10/1 -10/31	\$15.00
<b>Balance Due:</b>			<b>\$134.00</b>
Grand Total:			\$134.00

Please remit payments within 30 days of the billing date. Please remember all accounts that go over 45 days are subject to automatic shut off. You understand and agree that any credit granted shall be paid promptly in accordance with terms & agreements, that the credit grantor may add one & one half percent (1.5%) per month to any balance owed in the event of default to pay reasonable collections charges and/or attorney fees. **\*\*\*WE DO NOT ACCEPT POST DATED CHECKS – ALL CHECKS WILL BE PROCESSED ON THE DAY WE RECEIVE THEM** Pay online at [www.wheelockdisposal.com](http://www.wheelockdisposal.com) Input your Web ID# shown on your bill. Call us to do a check by phone, debit or credit card payments. Set up for automatic payment taken on the 15<sup>th</sup> of each month. All declined eft & web payments will be assessed a \$5.00 charge. American Express card declines will be charged a \$20.00 fee. Returned check charge is \$25.00.

**\*\*\*New\*\*\* Sign up for Email billing. Contact the office to set up or go to [trashbilling.com](http://trashbilling.com).**

Have all garbage & recyclables out the night before by 11:00 pm. Please call extra's into the office before setting them out. Drivers will not take unless they have a work order.

The Holidays that will affect your collection day ONLY IF THE HOLIDAY FALLS DURING THE WORK WEEK MONDAY THROUGH FRIDAY are Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day, Christmas Day & New Years Day. All other holidays will be normal collection.

**Do not Mix Recyclables:** Container recyclables go in a clear bag and Paper recyclables go in another clear bag. Please remember not all plastics are recyclable. Please refer to your recycling sheet or look online at [wheelockdisposal.com](http://wheelockdisposal.com). If unsure call the office or contact your county solid waste department. Oneida & Herkimer Counties call 733-1224. Otsego County calls 607-547-4225. Please breakdown all boxes no larger than 3'x3'. No hazardous material should be in the garbage or recyclables. (No paint, pesticides, cleaning solutions, oil or gas). Containers holding these materials are not recyclable. Oneida Herkimer Household hazardous waste facility is open April through September.

Check us out at our website [www.wheelockdisposal.com](http://www.wheelockdisposal.com) or [www.wittmansanitation.com](http://www.wittmansanitation.com)





COMMERCIAL SERVICE AGREEMENT NON-HAZARDOUS WASTES

Waste Management of New York, LLC
Utica
2003 Bleecker St
Utica, NY 13503
Cust. Svc: 800-478-6571 local office: 315-787-5225
Fax: 315-773-6841

CUSTOMER ACCOUNT
SIC CODE
LIBRARY 2285 - Utica (UNY MA190)
EFFECTIVE DATE
REASON CODE NBG - New Business Greenfield

ACCOUNT NAME ARC of Oneida County - Venture BILLING NAME ARC of Oneida County
SERVICE ADDRESS 7909 State Rt. 5 BILLING ADDRESS 245 Genesee St.
ADDRESS #2
CITY Clinton STATE NY ZIP 13323 CITY Utica STATE NY ZIP 13501
PHONE 315-853-2807 FAX CONTACT Site Mgr PHONE 315-735-6477 FAX 315-733-6049
E-MAIL CONTACT Carl Peters x. 1527
COUNTY Oneida E-MAIL cpeters@thearco.org
MUNICIPALITY MUNICIPALITY

No Are the Service and Billing addresses the same?

Table with columns: Loc., System, Quantity, Size, Waste Type, Lids, Locks, Wheels, Frequency, M, T, W, TH, F, S, Extra Pickup Rate, Charge(s). Includes rows for New Service and Old Service.

Enter Map Code/Driver Notes/Cross Roads/Container Description Here: -->

\* A fuel surcharge and environmental compliance cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice. Information about the Fuel/Environmental Charge can be found on your website at www.wm.com

SPECIAL INSTRUCTIONS & Set Up Comments

Net Change \$ 113.97 per Month

Per NYS OGS contract pricing.

56.99

Table with columns: PO Number, Job Number, Fuel Surcharge, Environmental Fee, Minimum Tons Apply, Customer Deposit, Renewable, Term, Bill-To Acct#, Disposal Site, Perm/Temp, Receipt Required?

Table with columns: Service Charges per Month, Minimum Charge per Month/Rental, Overage Charge, Locks, Delivery Charge, Relocation Charge, Container Exchange Charge, Trip Charge, Removal Fee, Customer Service Assisted Payment Charge, Reinstatement from bad pay, Restart seasonal, Taxable

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE SECOND PAGE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

~TERMS: DUE UPON RECEIPT~

CUSTOMER (ARC of Oneida County - Venture)

CONTRACTOR (Waste Management of New York, LLC)

Signature: X. A. Z. Vanderloof
Title: EXECUTIVE DIRECTOR
Date: 1/13/09
Name: ANGELO VANDERLOOF

Signature: 106 TIM GREENFIELD
Name: TIM GREENFIELD
Date:
Title: EISA version 08/08



Waste Management of New York, LLC  
 2003 Bleecker St.  
 Utica, NY 13501-  
 315 - 797- 5226 233

**Commercial  
 SERVICE AGREEMENT  
 NON-HAZARDOUS WASTES**

SIC Code 8331  
 Type of Business Commercial

WM AGREEMENT# \_\_\_\_\_  
 CUSTOMER ACCT# 678-20928  
 ACCT. NAME ARC of Oneida County Riverside  
 SERV. ADDR 9081 River Rd.  
 CITY, ST ZIP Marcy, NY 13403-  
 COUNTY/Parish Oneida  
 TEL # 315-735-6477 FAX \_\_\_\_\_  
 CONTACT \_\_\_\_\_  
 E-MAIL fmpmtout@thearc.org

REASON CODE CRL  
 EFFECTIVE DATE \_\_\_\_\_ LAST API DATE \_\_\_\_\_  
 BILL. NAME ARC Of Oneida County  
 BILL. ADDR 245 Genesee St.  
 CITY, ST Zip Utica, NY 13501-3401  
 COUNTY/Parish Oneida  
 TEL # 315-735-6477 FAX 315-733-6049  
 CONTACT Carl Peters x1527  
 E-MAIL cfpeters@thearc.org

**EQUIPMENT/SERVICE SPECIFICATIONS --**

NEW	Loc.	Sys	Qty	Size	Lids	Whls	Lock	Freq	OC	Schedule & Route No.							Charge(s)*
										M	T	W	Th	F	S	S	
		FL	1	6.0	x		x	1wk					4744				\$ 149.44 / mth.
																	\$ / mth.
																	\$ / mth.
																	\$ / mth.

Enter Map Code/ Driver Notes/Cross Roads/Container Description Here **Total \$ 149.44 / mth.**

OLD	Loc.	Sys	Qty	Size	Lids	Whls	Lock	Freq	OC	Schedule & Route No.							Charge(s)*
										M	T	W	Th	F	S	S	
																	\$ / mth.
																	\$ / mth.
																	\$ / mth.
																	\$ / mth.

To be completed, if applicable. Any blanks or unfilled or unmarked boxes or spaces shall be deemed to be inapplicable and not affect the validity of this Agreement.

Container pull/push out required?	No (Yes/No)	* A fuel surcharge and environmental cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice. Information about the Fuel/ Environmental Charge can be found on our website at <a href="http://www.wm.com">www.wm.com</a> under billing inquiry. State and Local taxes, if applicable, will also be added to the Charges.	<b>Total \$</b> / mth.
Container behind gate or enclosure?	No (Yes/No)		
Customer's Waste Materials does not exceed an average weight of	lbs/yard		<b>Net Change \$</b> / mth.

Other applicable service terms (including Waste Material composition): \_\_\_\_\_ Tax exempt, F&E exempt and OGS pricing

CUSTOMER DEPOSIT	
P.O. NUMBER	
JOB NUMBER	
RECEIPT REQUIRED?	No (Yes/No)
TAXABLE	Yes (Yes/No)
BILL TO ACCT #	
DISPOSAL SITE	

SCHEDULE OF CHARGES* AS REQUIRED	
Service Charges per Month	\$
Minimum Charge per Month / Rental	\$
Overage Charge	\$ 25.00/yard, min 2 yard charge
Extra Pickup Charges *****	
Per Lift	\$ 97.17Tr
Per Yard	\$
Locks	\$ / Install
Delivery Charge	\$
Relocation Charge	\$
Container Exchange Charge	\$
Trip Charge (Unable to Service)	\$
Removal Fee	\$
Customer Service Assisted Payment Charge	\$
Reinstate from bad pay	\$
Restart Seasonal	\$

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE SECOND PAGE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

**--TERMS: DUE UPON RECEIPT--**

CUSTOMER	
AUTHORIZED SIGNATURE	<i>Angela Z. Van Der Hoop</i>
TITLE	<i>Exec Dir</i> DATE <i>7/22/10</i>
NAME (PRINT OR TYPE)	ANGELA Z. VANDERHOOF
COMPANY	
AUTHORIZED SIGNATURE	
SALESPERSON	DATE



Waste Management of New York, LLC  
5003 Bleecker St.

Utica, NY 13501-

315 - 797- 5226 233

**Commercial  
SERVICE AGREEMENT  
NON-HAZARDOUS WASTES**

SIC Code 4783  
Type of Business Commercial

WM AGREEMENT# \_\_\_\_\_  
CUSTOMER ACCT# \_\_\_\_\_  
ACCT. NAME ARC of Oneida County  
SERV. ADDR 9396 Rte 49  
CITY, ST ZIP \_\_\_\_\_  
COUNTY/Parish Oneida  
TEL # \_\_\_\_\_ FAX \_\_\_\_\_  
CONTACT Carl Peters  
E-MAIL cfpeters@thearcolc.org

REASON CODE \_\_\_\_\_  
EFFECTIVE DATE \_\_\_\_\_ LAST API DATE \_\_\_\_\_  
BILL. NAME ARC of Oneida County  
BILL. ADDR 245 Genesee St.  
CITY, ST Zip \_\_\_\_\_  
COUNTY/Parish Oneida  
TEL # \_\_\_\_\_ FAX \_\_\_\_\_  
CONTACT Carl Peters  
E-MAIL cfpeters@thearcolc.org

**EQUIPMENT/SERVICE SPECIFICATIONS --**

NEW Loc.	Sys	Qty	Size	Lids	Whls	Lock	Freq	OC	Schedule & Route No.							Charge(s)*	
									M	T	W	Th	F	S	S		
	FL	1	8.0	x		x	1wk					4721					\$ 184.89 / mth.
	FY	1	8.0	x			1wk					4716					\$ 46.69 / mth.
																	\$ / mth.
																	\$ / mth.

Enter Map Code/ Driver Notes/Cross Roads/Container Description Here Total \$ / mth.

OLD Loc.	Sys	Qty	Size	Lids	Whls	Lock	Freq	OC	Schedule & Route No.							Charge(s)*	
									M	T	W	Th	F	S	S		
																	\$ / mth.
																	\$ / mth.
																	\$ / mth.
																	\$ / mth.

To be completed, if applicable. Any blanks or unfilled or unmarked boxes or spaces shall be deemed to be inapplicable and not affect the validity of this Agreement:

Container pull/push out required?	No (Yes/No)	* A fuel surcharge and environmental cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice. Information about the Fuel/ Environmental Charge can be found on our website at <a href="http://www.wm.com">www.wm.com</a> under billing inquiry. State and Local taxes, if applicable, will also be added to the Charges.	Total \$ / mth.
Container behind gate or enclosure?	No (Yes/No)		Net Change \$ / mth.
Customer's Waste Materials does not exceed an average weight of	lbs/yard		

Other applicable service terms (including Waste Material composition): This is OGS bid pricing

CUSTOMER DEPOSIT		NAME (PRINT OR TYPE)	<u>ANGELA Z. VANDERHOOF</u>	
P.O. NUMBER		COMPANY		
JOB NUMBER		AUTHORIZED SIGNATURE		
RECEIPT REQUIRED?	No (Yes/No)	SALESPERSON		DATE
TAXABLE	Yes (Yes/No)	BILL TO ACCT #		
		DISPOSAL SITE		

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE SECOND PAGE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

**--TERMS: DUE UPON RECEIPT--**

CUSTOMER	
AUTHORIZED SIGNATURE	<u>Angela Vanderhoof</u>
TITLE	<u>EXECUTIVE DIRECTOR</u> DATE <u>9/20/2010</u>



Waste Management of Utica  
2003 Bleecker St  
Utica, NY 13503

(315) 797-5225

Click here to pay!!  
**INVOICE**

*14 ARNOLD AVE*

Customer: ARC OF ONEIDA COUNTY  
Account Number: 678-0000186-2285-2  
Invoice Date: 10/01/2010  
Invoice Number: 2655818-2285-4  
Due Date: Due Upon Receipt  
WM ezPay Account ID: 00004-05304-62001

Current Invoice Amount	Total Amount Due
<b>701.14</b>	<b>701.14</b>

Account Summary	
Description	Amount
Previous Balance	671.14
Total Credits and Adjustments	0.00
Total Payments Received	671.14-
<b>Total Current Charges</b>	<b>701.14</b>
Total Amount Due	701.14
Total Amount Past Due	0.00

Service Period: OCTOBER 2010	
Description	Amount
Commercial	701.14
<b>Total Current Charges</b>	<b>701.14</b>

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of \$3.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Please see automatic payment message on remittance below.

Want to pay this bill on-line? Go to [www.wm.com](http://www.wm.com) to learn more about WMezPay and make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
701.14	0.00	0.00	0.00	0.00	701.14



Waste Management of Utica  
2003 Bleecker St  
Utica, NY 13503  
(315) 797-5225

Learn how we Think Green at [www.wm.com/thinkgreen](http://www.wm.com/thinkgreen)

**Payment Coupon**

Please detach and send with checks only (no cash).  
Please send all other correspondence to your local WM site.

Your Account Number
678-0000186-2285-2

Invoice Date	Your Invoice Number
10/01/2010	2655818-2285-4

Due Date	Total Due	Amount Paid
Due Upon Receipt	701.14	

22856780000186026558180000007011400000070114 2

I0449C72  
ARC OF ONEIDA COUNTY  
245 GENESEE ST  
UTICA NY 13501-3401

WASTE MANAGEMENT OF UTICA  
P O Box 13648  
Philadelphia PA 19101-3648

*From everyday collection to environmental protection,  
Think Green. Think Waste Management*

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1



Waste Management of Utica  
 2003 Bleecker St  
 Utica, NY 13503

**Customer:** ARC OF ONEIDA COUNTY  
**Account Number:** 678-0000186-2285-2  
**Invoice Date:** 10/01/2010  
**Invoice Number:** 2655818-2285-4  
**Due Date:** Due Upon Receipt  
**WM ezPay Account ID:** 00004-05304-62001

**Service Location: 678-186 ARC OF ONEIDA COUNTY 14 ARNOLD AVE UTICA NY 13502-5681**

Date	Ticket	Description	Quantity	U/M	Rate	Amount
09/16/10	864733	EXTRA 8 YD FEL RCY EXTRA RECYCLE PICKUP				30.00
		8 YD FEL	1.00			554.67
		8 YD FEL RCY	1.00			116.47
<b>Total Current Charges</b>						<b>701.14</b>

**Total Payments Received**

						671.14-
						671.14-

*From everyday collection to environmental protection,  
 Think Green. Think Waste Management*

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1



Waste Management of Utica  
2003 Bleecker St  
Utica, NY 13503

(315) 797-5225

Click here to pay!!

# INVOICE

*245 GENESEE ST.*

Customer: ARC OF ONEIDA COUNTY  
Account Number: 678-0004931-2285-7  
Invoice Date: 10/01/2010  
Invoice Number: 2655820-2285-0  
Due Date: Due Upon Receipt  
WM ezPay Account ID: 00004-05779-12008

Current Invoice Amount	Total Amount Due
<b>419.79</b>	<b>419.79</b>

Please see automatic payment message on remittance below.

Account Summary	
Description	Amount
Previous Balance	419.79
Total Credits and Adjustments	0.00
Total Payments Received	419.79-
<b>Total Current Charges</b>	<b>419.79</b>
Total Amount Due	419.79
Total Amount Past Due	0.00

Service Period: OCTOBER 2010	
Description	Amount
Commercial	419.79
<b>Total Current Charges</b>	<b>419.79</b>

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of \$3.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill on-line? Go to [www.wm.com](http://www.wm.com) to learn more about WMezPay and make a convenient, secure payment.

Current Due	Over 30	Over 60	Over 90	Over 120	Total Due
419.79	0.00	0.00	0.00	0.00	419.79



Waste Management of Utica  
2003 Bleecker St  
Utica, NY 13503

(315) 797-5225

## Payment Coupon

Please detach and send with checks only (no cash).  
Please send all other correspondence to your local WM site.

Your Account Number
678-0004931-2285-7

Invoice Date	Your Invoice Number
10/01/2010	2655820-2285-0

Due Date	Total Due	Amount Paid
Due Upon Receipt	419.79	

Learn how we Think Green at [www.wm.com/thinkgreen](http://www.wm.com/thinkgreen)

22856780004931026558200000004197900000041979 0

10449C72  
ARC OF ONEIDA COUNTY  
245 GENESEE ST  
UTICA NY 13501-3401

WASTE MANAGEMENT OF UTICA  
P O Box 13648  
Philadelphia PA 19101-3648

*From everyday collection to environmental protection,  
Think Green. Think Waste Management*

FOR CHANGE OF ADDRESS OR ANY SERVICE ISSUES CONTACT NUMBER ON PAGE 1



Waste Management of Utica  
 2003 Bleecker St  
 Utica, NY 13503

**Customer:** ARC OF ONEIDA COUNTY  
**Account Number:** 678-0004931-2285-7  
**Invoice Date:** 10/01/2010  
**Invoice Number:** 2655820-2285-0  
**Due Date:** Due Upon Receipt  
**WM ezPay Account ID:** 00004-05779-12008

**Service Location: 678-4931 ARC OF ONEIDA COUNTY 245 GENESEE ST UTICA NY 13501-3401**

Date	Ticket	Description	Quantity	U/M	Rate	Amount
		8 YD FEL	1.00			369.79
		96 GAL TOTER REL RCY	6.00			50.00
<b>Total Current Charges</b>						<b>419.79</b>

**Total Payments Received**

					Payment - Thank You	419.79-
<b>Total Payments Received</b>						<b>419.79-</b>

*From everyday collection to environmental protection,  
 Think Green. Think Waste Management*

## **Appendix D: Insurance Statement**

**Attach a copy of the Contractor's Certificate of Insurance that clearly lists Oneida County as an "Additionally Insured".**





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: BS

DATE (MM/DD/YYYY)

10/15/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Scalzo, Zogby &amp; Wittig, Inc.</b> P.O. Box 0816 New Hartford, NY 13413 Stephen R. Zogby		315-792-0000 315-792-4637	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>ARCTH-1</b>	FAX (A/C, No):
INSURED <b>The Arc, Oneida-Lewis Chapter NYSARC</b> 245 Genesee Street Utica, NY 13501		INSURER(S) AFFORDING COVERAGE <b>INSURER A : Philadelphia Indemnity Ins</b> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		NAIC #

**COVERAGES**

CERTIFICATE NUMBER:

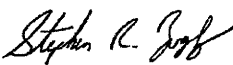
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		X	PHPK638591	10/15/10	10/15/11	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COM/OP AGG	\$ 3,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK638591	10/15/10	10/15/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB324489	10/15/10	10/15/11	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			PHPK638591	10/15/10	10/15/11	Ea Incid.	1,000,000
							Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 County of Oneida is named as an additional insured for general liability as respects funding provided.

**CERTIFICATE HOLDER****CANCELLATION**

ONEI-13  <b>County of Oneida</b> 800 Park Avenue Utica, NY 13501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

## **Appendix E: Property**

**Where applicable, list all property (i.e. equipment, materials and supplies), including the year purchased and the cost, as specified and accounted for in the Budget.  
Resubmit only when revised or updated.**

## **Appendix F: HIPAA Policy and Procedures**

**Where applicable, attach a copy of the Contractor's  
HIPAA Policy and Procedures.**

**Resubmit only when revised or updated.**

**On file with the Oneida County Department of Mental Health. Available upon request.**

## **Appendix G: Disclosure Statement**

**Complete the attached form entitled “CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS”.**

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS  
AND  
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

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

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice  
Office of Justice Programs  
ATTN: Control Desk  
810 Seventh Street, N.W.,  
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check \_\_\_ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check \_\_\_ if the State has elected to complete OJP Form 4061/7.

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**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice  
Office of Justice Programs  
ATTN: Control Desk  
810 Seventh Street, N.W.,  
Washington, D.C. 20531

---

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

The Arc, Oneida-Lewis Chapter, NYSARC, 245 Genesee Street, Utica, NY

---

2. Application Number and/or Project Name:

---

3. Grantee IRS/Vendor Number 15-0581298

4. Type/Print Name and Title of Authorized Representative

Angela Z. VanDerhoof, Executive Director

5. Signature

*Angela Z. Van Derhoof*

6. Date

*10/29/10*

## **Appendix H: Disaster Response Plan**

**Where applicable, attach a copy of the Contractor's  
Disaster Response Plan.**

**Resubmit only when revised or updated.**

Employee  
EMERGENCY MANAGEMENT  
PLAN HAND-OUT



---

Emergency Management Plan (Short Version) Table of Contents

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Recommended Emergency Supply Listing..... 12  
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## Emergency Management Plan

Date: January ##, 2006

### A. An emergency/disaster has been defined as one or more of the following:

1. Bomb threat
2. Chemical spill
3. Civil Disturbance/Criminal Offense
4. Fire/Explosion
5. Health Hazard/Contaminated Water
6. Inclement Weather or Natural Disaster
  - a. Earthquake
  - b. Flood
  - c. Hurricane
  - d. Landslide/Mudslide
  - e. Tornado
  - f. Windstorm/Snowstorm
7. Nuclear Incident
8. Major Vehicle Accident which results in bodily harm
9. Structure Collapse

Each of the above situations requires immediate action, may occur unpredictably, and poses a threat of injury or loss of life, or severe damage to agency property. Depending on the emergency, the first response is to ensure the safety of the individuals and employees. Secondly, staff must contact their Program Director and or Division Head immediately when one of the above situations occurs. Employees can answer and assist Police and Fire Officials as needed and the Employee must also inform the person they contacted or an Emergency Response Team member of those discussions with officials.

### B. Communication Liaisons/Chain of Communication

1. Using the Emergency response Flow Chart (see page 5), the contacted person along with the Executive Director or Designee will initiate the appropriate emergency response. If the emergency response team is needed, the Executive Director or Designee establishes a meeting location and the person he/she contacts begins contacting the team members as per the roster. All news media contacts will be made as per the crisis management policy.

2. When the site manager is notified of an emergency, either by County Emergency Preparedness Director, Fire or Police Officials, or any other authority, he/she will begin implementing the emergency plan by use the Emergency Response Flow Chart (see page 5).

### C. Emergency Management Planning and training

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The Executive Director or Designee is the major contact at the time of, throughout, and at the close of the emergency.

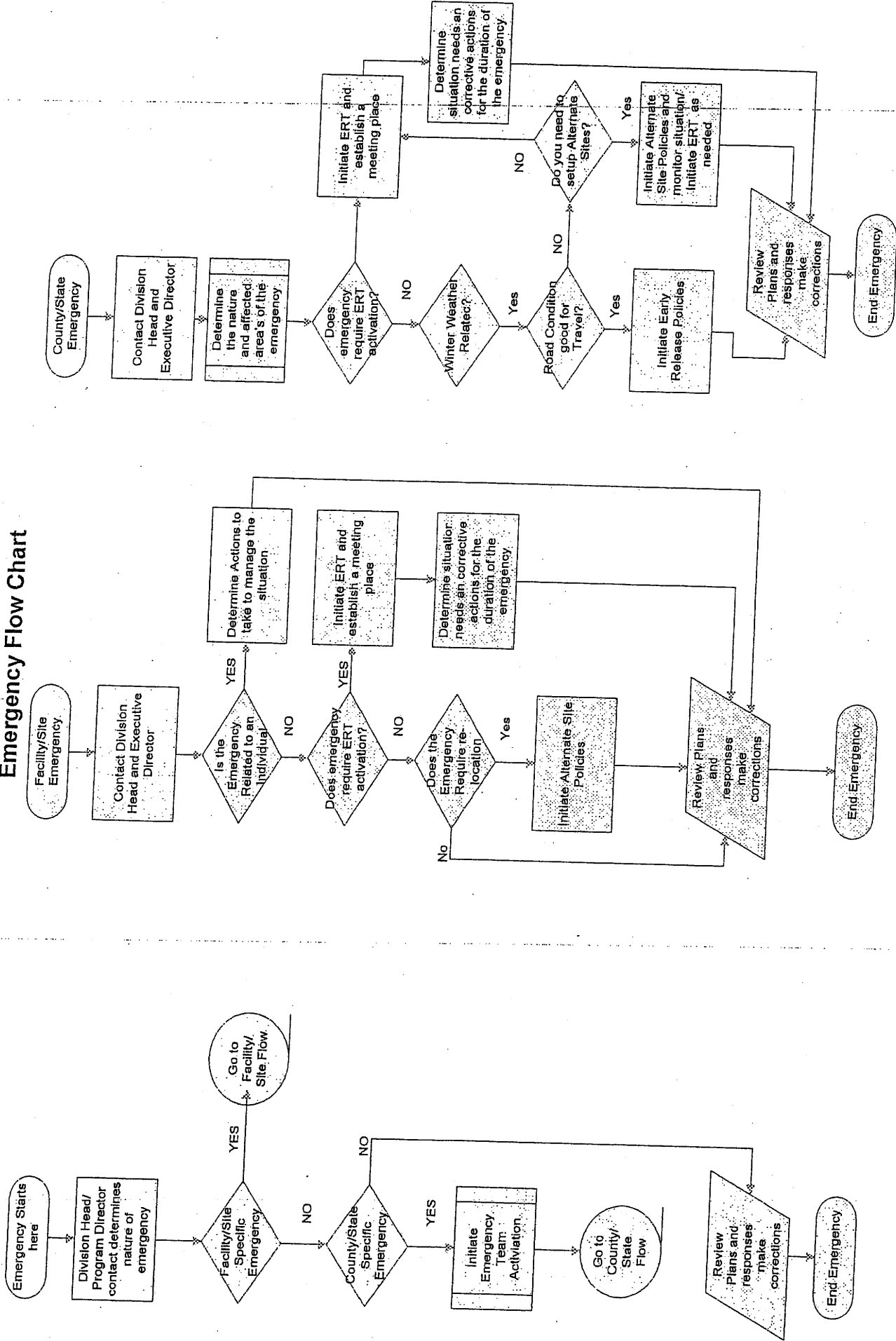
Division Heads designates two alternatives and trains them on responsibilities of emergency response team procedures for their divisions.

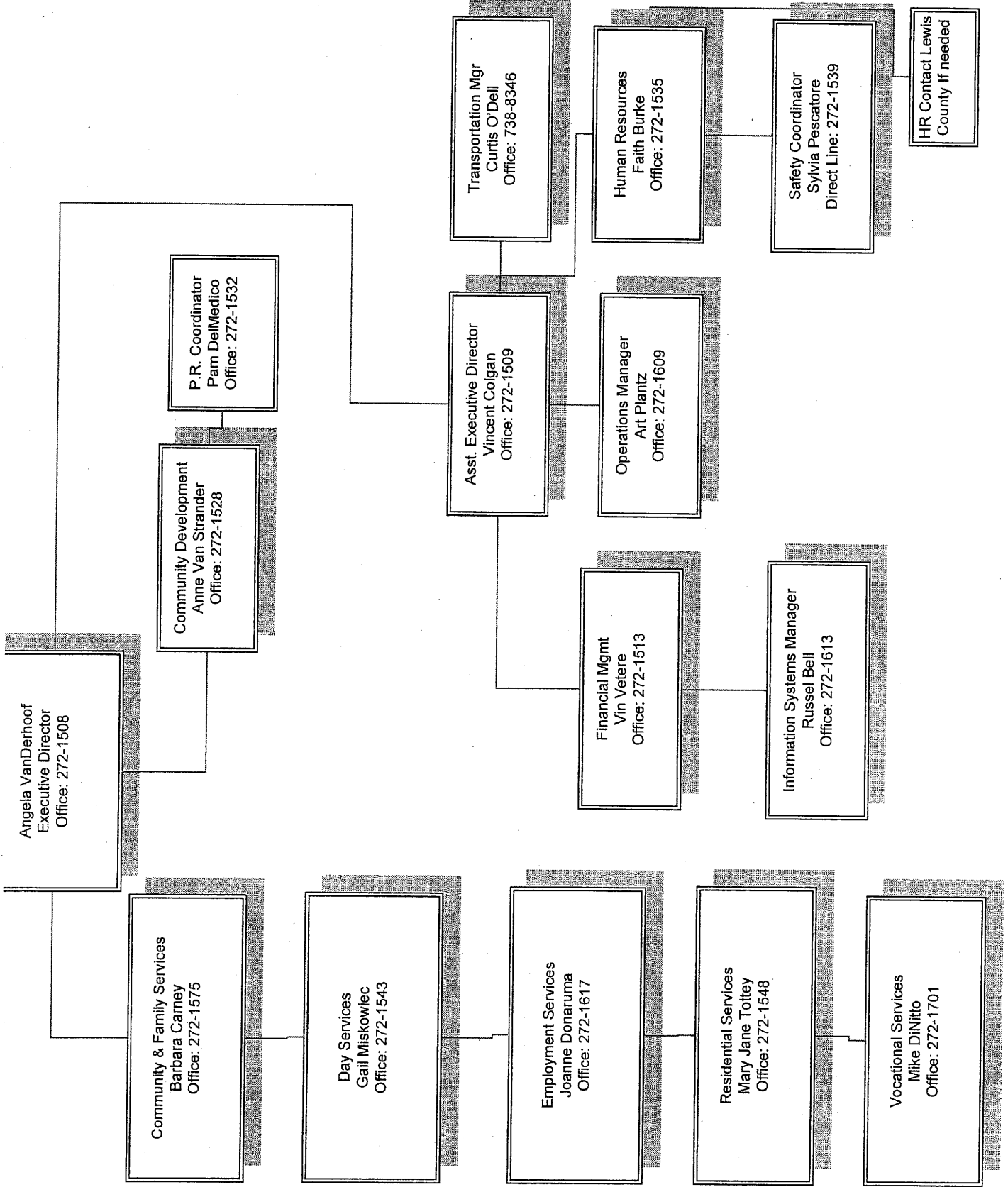
The Division Heads keeps the Executive Director informed anytime they cannot respond to an emergency situation.

Program/Site Managers/Directors develop an emergency contact list of essential personnel to respond to emergency situations during non-business hours which is kept with the respective Division Heads and alternates.

The agency's Safety Committee has the overall responsibility to review emergency response plans developed by each program.

# Emergency Flow Chart





Angela VanDerhoof  
Executive Director  
Office: 272-1508

Community & Family Services  
Barbara Carney  
Office: 272-1575

Day Services  
Gail Miskowiec  
Office: 272-1543

Employment Services  
Joanne Donaruma  
Office: 272-1617

Residential Services  
Mary Jane Tolley  
Office: 272-1548

Vocational Services  
Mike DiNitto  
Office: 272-1701

Community Development  
Anne Van Strander  
Office: 272-1528

P.R. Coordinator  
Pam DellMedico  
Office: 272-1532

Asst. Executive Director  
Vincent Colgan  
Office: 272-1509

Transportation Mgr  
Curtis O'Dell  
Office: 738-8346

Financial Mgmt  
Vin Vetere  
Office: 272-1513

Operations Manager  
Art Plantz  
Office: 272-1609

Human Resources  
Faith Burke  
Office: 272-1535

Information Systems Manager  
Russel Bell  
Office: 272-1613

Safety Coordinator  
Sylvia Pescatore  
Direct Line: 272-1539

HR Contact Lewis  
County if needed



## Generators

Site	Brand	Model #	Serial/Code #	Comments
Austin Rd.	Honda	EM6500SXA		
Jeanette Dr.	Honda	EM6500S XK1A		5000W
Knoxboro Basement	Transfer Station	PM0545305/03		Gentman 30AMP
Operation-S	Coleman	PM0545305.03	81651462	Trailer #2 Trailer #2 Trailer #2 This was
Operation-S	Coleman	PM0545305.03	81651455	transferred to North with Trailer #1
Operation-S	Coleman	PM0545305.03	81651460	
Operation-N	Honda	EB11000		
Operation-N	Coleman	PM0525202.02	1170477-NEO	2-50' Cords, 1-100' Cord and 1 clip light
Operation-N	Coleman	PM0525202.02	1170476-NEO	6500W Trailer #2
Rome Cr.	Honda	EM6500SXA		
Turin Day Services	Power Guard	AE12	981258	
Knoxboro	Honda (2)			
Knoxboro	Honda (1)			
Cedar St.	Honda			
Oriskany Falls	Honda			
Operation South	Honda	EB11000		
Sherman Dr.	Honda			
Bradish Rd.	Honda			
Stowe St. IRA	Honda			
Summit AYe.	Honda			
Day Hab North (Stowe	Honda			
Glenfield				

### Facility Reference Listing

Facility	Phone #	Emergency Supply Location	Wheel Chair Vehicle Passenger Vehicle	Evacuation Site
<b>Community and Family Services South</b>				
<b>Respite - 668</b>	735-4049	Supplies in cupboards some extra blankets	1	Mount Carmel Church or AA
Catherine St				
<b>Camp</b>	866-6879			
( Hacadem Rd )				
<b>Sat. Friends</b>	272-1606			
( Riverside Dr.)				
<b>Community and Family Services North</b>				
<b>Outer Stowe</b>	376-8999	food/flashlights-kitchen	W/C1 2	LCI
( Day Hab-5290)				
<b>Day Services South</b>				
<b>925 Stark St.</b>	732-7783		W/C1 2	Knoxboro/ AA
<b>Day Hab</b>	272-1746	blankets in laundry rm.	W/C1 2	Stark St.
( 14 Arnold Ave)		flash lights in PD office		
<b>Senior Center</b>	731-2018		1	
(50 Riverside Dr)				
<b>Knoxboro</b>	843-7511	food- kitchen	W/C1 1	Stark St.
(2470 Nort Rd)		blankets-nurse' office		
		PD-office and closet		
		in conference rm.		
<b>Rome DS</b>	337-1034	food in pantry	W/C1 2	Knoxboro or Stark St.
( 8163 Gore Rd.		blankets in nurse's office		
<b>Neigh. Center</b>	734-9510		1	Arnold Ave
( 616 Mary St)				
<b>Day Services North</b>				
<b>Turin DS</b>	348-4806	food- kitchen	W/C1 1	Turin Adm.
		blankets-changing rm.		

		flash lites- front office		
Facility	Phone #	Emergency Supply Location	Wheel Chair Vehicle Passenger Vehicle	Evacuation Site
<b>Residential Services South</b>				
Carlile Ave(#1)	798-1393	basement	1 van	1521 Genesee
Cedar St ( 303)	336-4210	basement	1 Impala/1 van	6740 Lawrence 609 N. Wash
Dickinson St ( 110)	732-8705	basement	1 van	1521 Genesee 45 Parkside Ct
Genesee St (1521)	724-0453	basement	1 Impala/1 van	110 Dickinson 45 Parkside Ct
Jeanette Dr(405)	793-0087	basement	1 van	1 Carlile Ave Sherman Drive
Lawrence St (6740)	339-3736	basement	W/C1 w/c van 1 van	303 W. Cedar 5958 Morris Rd
Marvin St (11)	853-6546	basement	2 van	7 Wheatley 158 S. Main St
				Oriskany Falls 108 Patricia La
Morris Rd (5958)	793-0701	basement	W/C1 van 1van	108 Patricia La Brookside (#4)
N Washington (609)	338-5542	basement	1 van	303 W. Cedar 6740 Lawrence
S Main St ( 158)	821-2300	basement		11 Marvin St.
Oriskany Falls			1 van	
Parkside Ct (45)	732-4422	basement	1 van	108 Patricia La 1521 Genesee
108 Patricia Lane	733-1085	basement	1 van	Brookside (#4) 1521 Genesee 45 Parkside Ct
Trenton Rd.-( 7433)	896-6789	basement	1 Impala/1 van	1521 Genesee Jeanette Dr(405)
Sherman Dr. (1204)	793-0093	basement	2 van	Jeanette
W. Liberty	337-9956	basement	1 Impala	6740 Lawrence 303 W. Cedar
Wheatley Cir ( #7)	732-1201	basement	2 van	Sherman Dri 303 W. Cedar
Flannigan Rd (5567 Flannigan )	793-3738		1 Impala	Morris

Facility	Phone #	Emergency Supply Location	Wheel Chair Vehicle Passenger Vehicle	Evacuation Site
Camden.(10281)	245-4550	basement	1 van -	6740 Lawrence
Bennett (1628)	732-0823	basement	1 van - Ventura	1521 Genesee
Bennett (1630) ( Up)	793-3600	basement	shared by all apartments	1521 Genesee
Bennett (1630) ( down)	735-2442	basement		1521 Genesee
Brookside (#4)	733-3519	basement	1 van - Ventura	108 Patricia 5958 Morris
<b>Residential Services North</b>				
Summit (5349)	438-4739	basement/ office	W/C1 1	Turin DS Day Hab
Church St (7553)	376-7405	basement	1 shared by all SLP	Turin DS Day Hab LCI
Church St (7555)	376-6146	basement ( emergency supplies for		Turin DS Day Hab LCI
River St. (5491)	376-7698	other SLP		Turin DS Day Hab LCI
Shady Ave (5514)	376-2888			Turin DS Day Hab LCI
Bradish (6566)	376-8262	basement/ Old Laundry Room	1	Turin DS Day Hab LCI
Castorland State Rt. 410 (4765)	376-4015	basement	1	Turin DS Day Hab LCI
Stowe St (5356)	376-5566	basement/ Old Laundry Room	1	Turin DS Day Hab LCI
North State St	376-2398			Turin DS Day Hab LCI
Austin Rd. (6888)	376-5567	Family Rm. in rear/ storage closet off laundry rm	2	Turin DS Day Hab LCI

Facility	Phone #	Emergency Supply Location	Wheel Chair Vehicle Passenger Vehicle	Evacuation Site
<b>Administration North</b>				
Turin Adm.	348-8401			LCI
<b>Administration South</b>				
245 Genesee	735-6477			
<b>ES- South</b>				
243.5 Genesee	272-1617			
243 Genesee	272-1654			
241 Genesee ( upper level)	272-1617			
Operations- North ( Turin Adm)	348-8401		2	
Operation- South (2322 Broad St	738-8345		11	
Arc Angel-241	272-1512			
<b>Vocational Services South</b>				
A/A Prduction ( 14 Arnold Ave)	272-1701			
Partlow Bld. ( 2 Campion Rd)	733-1942			Arnold Ave
Meles	368-2018			Arnold Ave
Precise	724-2760			Arnold Ave
Rome - co- located	337-9751	blankets/hallway		
<b>Vocational Services North</b>				
LCI	376-3802	Cell Phone 778-0623 EMP book	2	Lowville Fire Hall

## Recommended Emergency Supply Listing

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Food Items	Non- perishables
Canned Fruits	Batteries ( variety of sizes)
Canned Soups	Flashlights
Canned Pasta	Toilet Paper
Canned Tuna	Paper Towels
Canned Vegetarians Beans	Paper Plates
Canned Vegetables	Foam Cups
Canned Stew	Plastic Forks/knives/spoons
Canned Potatoes	Facial Tissues
Canned Spam/ham	Isogel Hand Sanitizer
Gallons of Water	Baby Wipes
Large Canned Juice	Manual Can Opener
Instant Decaf Coffee	Stick Matches-strike anywhere
Powdered Creamer	Disposable lighters
Powdered Drink Mix	Light/Radio combo
Tea	Trash Bags
Powdered Milk	Aluminum Foil
Condensed Milk	Plastic Wrap
Applesauce	Zip Lock Bags

## Intruder Precautions

*Should an intruder enter your area please follow the following guidelines.*

1. Try to get a fellow employee's attentions or call police if you can
2. Act Calmly do not argue with the intruder
3. If a weapon is involved follow the intruder's instructions, by law if you can retreat do so, do not attempt to get involved
4. Try to keep the police on the phone if at all possible
5. Have your fellow employee try to isolate the area if possible, do not put anyone at risk
6. After the incident Isolate any area involved do not touch anything and keep all employee out of the area until the police instruct otherwise
7. Fill-out the report below after the incident to assistant in your recall

Your Name:				Building			
Incident Type: (please circle all that apply to this event)							
Arson	Bioterrorism	Bomb	Bomb Threat	Knife/Blade	Gun	Other	
Incident Delivery Method: (please circle all that apply to this event)							
Telephone	E-Mail	FAX	Verbal	Written	Other		
Date of Incident :				Time of Incident :			
Description of intruder:							
Approx Height:		Approx Weight:		Color Eyes:		Color Hair:	
Type of Clothes person was wearing:							
Any body markings:							
Description of Incident							
Actions Taken in response to Incident							

## Telephone Threats

<p><b>Question to Ask</b> <b>Bomb Threats</b></p> <ol style="list-style-type: none"> <li>1. When is the bomb going to explode?</li> <li>2. Where is it right now?</li> <li>3. What does it look like?</li> <li>4. What kind of bomb is it?</li> <li>5. What will cause it to explode?</li> <li>6. Did you place the bomb?</li> <li>7. Why?</li> <li>8. What is your address?</li> <li>9. What is your name?</li> </ol> <p>Write the exact wording person used</p> <div style="border: 1px solid black; height: 150px; width: 100%;"></div>	<p>Sex of Caller : _____                  Age: _____                  Length of Call: _____                  Number the call was received at: _____</p> <hr/> <p>Date of Call: _____                  Your Name☺ _____                  Caller's Voice (circle as needed)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Loud</td><td>Soft</td></tr> <tr><td>High</td><td>Deep</td></tr> <tr><td>Intoxicated</td><td>Disguised</td></tr> <tr><td>Calm</td><td>Angry</td></tr> <tr><td>Fast</td><td>Slow</td></tr> <tr><td>Stutter</td><td>Nasal</td></tr> <tr><td>Distinct</td><td>Slurred</td></tr> <tr><td colspan="2">Accent Type</td></tr> <tr><td colspan="2" style="text-align: center;"><b>Background Noises</b></td></tr> <tr><td>Voices</td><td>Airplanes</td></tr> <tr><td>Quiet</td><td>Trains</td></tr> <tr><td>Animals</td><td>Music</td></tr> <tr><td>Street Traffic</td><td>Factory Machinery</td></tr> <tr><td>Office Machinery</td><td>Other</td></tr> <tr><td colspan="2" style="text-align: center;"><b>Threat Language</b></td></tr> <tr><td>Well Spoken</td><td>Taped</td></tr> <tr><td>Foul</td><td>Message read By</td></tr> <tr><td>Irrational</td><td>Threat maker</td></tr> <tr><td>Remarks</td><td></td></tr> <tr><td></td><td></td></tr> <tr><td></td><td></td></tr> </table> <p>Additional remarks use blank sheet of paper</p>	Loud	Soft	High	Deep	Intoxicated	Disguised	Calm	Angry	Fast	Slow	Stutter	Nasal	Distinct	Slurred	Accent Type		<b>Background Noises</b>		Voices	Airplanes	Quiet	Trains	Animals	Music	Street Traffic	Factory Machinery	Office Machinery	Other	<b>Threat Language</b>		Well Spoken	Taped	Foul	Message read By	Irrational	Threat maker	Remarks					
Loud	Soft																																										
High	Deep																																										
Intoxicated	Disguised																																										
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Foul	Message read By																																										
Irrational	Threat maker																																										
Remarks																																											



### Crisis Communication Checklist

Only the Public Relations (PR) Coordinator will speak to the media. In assisting the PR Coordinator, fill out the check list below and provide to the Response Team and PR Coordinator.

<i>Your Name:</i>	<i>Date:</i>
<i>Phone number you can be reached at for follow-up questions if necessary:</i>	
<i>What was the nature of the crisis?</i>	
<i>When did it occur?</i>	
<i>Is there any continuing peril?</i>	
<i>Who were the persons involved?</i>	
<i>What are their names, ages, titles, addresses?</i>	
<i>Are there any deaths or injuries?</i>	
<i>What is the damage to property? (Everyone should avoid mentioning dollar amounts as insurance companies may take press reports of damage figures into account). Will the event affect our continuing operation?</i>	
<i>How did you (the witness) respond?</i>	

# Master Emergency Management Plan Table of Contents

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## **Appendix H: Equipment**

**Attach a copy of all equipment on loan from the Oneida County Department of Mental Health.**

# **Appendix I: Accounting System and Financial Capability Questionnaire**

**Complete the attached ACCOUNTING SYSTEM  
AND FINANCIAL CAPABILITY QUESTIONNAIRE.**



## U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY QUESTIONNAIRE

### SECTION A: PURPOSE

The financial responsibility of grantees must be such that the grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the OJP Financial Guide.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

### SECTION B: GENERAL

1. If your firm publishes a general information pamphlet setting forth the history, purpose and organizational structure of your business, please provide this office with a copy; otherwise, complete the following items:

a. When was the organization founded/incorporated (month, day, year) <p style="text-align: center; font-size: 1.2em;">01-31-49</p>	b. Principle officers <p style="font-size: 1.2em; text-align: center;">Joanna Greco</p>	Titles <p style="font-size: 1.2em; text-align: center;">President</p>
c. Employer Identification Number: <p style="font-size: 1.2em; text-align: center;">15-0581298</p>	<p style="font-size: 1.2em; text-align: center;">Jack Spaeth</p>	<p style="font-size: 1.2em; text-align: center;">Vice President</p>
d. Number of Employees Full Time: 450 Part Time: 250	<p style="font-size: 1.2em; text-align: center;">David Scharf</p>	<p style="font-size: 1.2em; text-align: center;">Treasurer</p>

3. Total Sales/Revenues in most recent accounting period. (12 months)  
\$30,000,000

2. Is the firm affiliated with any other firm:  Yes  No  
 If "yes", provide details: this is the first line  
 this is the second line NYSARC, Inc.

### SECTION C: ACCOUNTING SYSTEM

1. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants?  Yes  No

a. If yes, provide name, and address of Agency performing review:	b. Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.
Note: If review occurred within the past three years, omit questions 2-9 of this Section and Section D.	

2. Which of the following best describes the accounting system:  Manual  Automated  Combination
3. Does the accounting system identify the receipt and expenditure of program funds separately for each contract/grant?  Yes  No  Not Sure
4. Does the accounting system provide for the recording of expenditures for each grant/contract by the component project and budget cost categories shown in the approved budget?  Yes  No  Not Sure
5. Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective?  Yes  No  Not Sure
6. If the organization proposes an overhead rate, does the accounting system provide for the segregation of direct and indirect expenses?  Yes  No  Not Sure
7. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:
- |  |   |                             |                                   |
|--|---|-----------------------------|-----------------------------------|
| a. Total funds available for a grant?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not Sure |
| b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc)? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not Sure |
8. Is the firm generally familiar with the existing regulation and guidelines containing the cost principles and procedures for the determination and allowance of costs in connection with Federal contracts/grants?  Yes  No  Not Sure

(continued on reverse)

**SECTION D: FUNDS CONTROL**

1. If Federal grant/contract funds are commingled with organization funds, can the Federal grant funds and related costs and expenses be readily identified?

Yes  No  Not Sure

**SECTION E: FINANCIAL STATEMENTS**

1. Did an independent certified public accountant (CPA) ever examine the financial statements?

Yes  No

2. If an independent CPA review was performed please provide this office with a copy of their latest report and any management letters issued.

Enclosed  N/A

3. If an independent CPA was engaged to perform a review and no report was issued, please provide details and an explanation below:

**SECTION F: ADDITIONAL INFORMATION**

1. Use this space for any additional information (indicate section and item numbers if a continuation)

**SECTION G: APPLICANT CERTIFICATION**

I certify that the above information is complete and correct to the best of my knowledge.

1. Signature

*Gorgela Z. Van Derhorst*

a. Title

*Executive Director*

b. Firm Name, Address, and Telephone Number

*The Arc Oneida-Lewis Chapter, NYSARC  
245 Geneva St.  
Utica, NY 13501  
(315) 735-6477*

**SECTION H: CPA CERTIFICATION**

The purpose of the CPA certification is to assure the Federal agency that the recipient can establish fiscal controls and accounting procedures which assure that Federal and State/local funds available for the conduct of the grant programs and projects are disbursed and accounted for properly. If the audit report requested in Section E 2 above is not enclosed, then completion of this section is required.

1. Signature

a. Title

b. Firm Name, Address, and Telephone Number

PUBLIC REPORTING BURDEN FOR THIS COLLECTION OF INFORMATION IS ESTIMATED TO AVERAGE 4 HOURS (OR MINUTES) PER RESPONSE, INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING AND REVIEWING THE COLLECTION OF INFORMATION. SEND COMMENTS REGARDING THIS BURDEN ESTIMATE OR ANY OTHER ASPECTS OF THIS COLLECTION OF INFORMATION, INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO OFFICE OF JUSTICE PROGRAMS, OFFICE OF THE COMPTROLLER, 810-7TH STREET, NW, WASHINGTON, DC 20531; AND TO THE PUBLIC USE REPORTS PROJECT, 1121-7120, OFFICE OF INFORMATION AND REGULATORY AFFAIRS, OFFICE OF MANAGEMENT AND BUDGET, WASHINGTON, DC 20503.

THE ARC, ONEIDA-LEWIS  
CHAPTER  
NYSARC & AFFILIATES

For the Year Ended  
December 31, 2009

CONSOLIDATED  
FINANCIAL STATEMENTS  
AND CONSOLIDATING  
SCHEDULES

**THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES**

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**D'Arcangelo & Co** LLP  
Certified Public Accountants & Consultants

200 E. Garden St., P.O. Box 4300, Rome, NY 13442-4300  
315-336-9220 Fax: 315-336-0836

Independent Auditor's Report

Board of Directors

The Arc, Oneida-Lewis Chapter NYSARC & Affiliates

We have audited the accompanying consolidated statements of financial position of The Arc, Oneida-Lewis Chapter NYSARC & Affiliates (not-for-profit corporations) (together, the "Organization") as of December 31, 2009 and 2008, and the related consolidated statements of activity, functional expenses, and cash flows for the years then ended. These consolidated financial statements are the responsibility of The Arc, Oneida-Lewis Chapter NYSARC & Affiliates' management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The Arc, Oneida-Lewis Chapter NYSARC & Affiliates as of December 31, 2009 and 2008, and the changes in their net assets and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Our audit was made for the purpose of forming an opinion on the consolidated financial statements taken as a whole. The consolidating information is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and, in our opinion, is fairly stated in all material respects in relation to the consolidated financial statements taken as a whole.

*D'Arcangelo & Co., LLP*

May 3, 2010

Rome, New York

**THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

**December 31, 2009 and 2008**

	<u>2009</u>	<u>2008</u>
<b>Assets</b>		
<b>Current Assets</b>		
Cash and Cash Equivalents	\$ 7,321,751	\$ 5,823,157
Accounts Receivable, Net		
Funding	2,278,546	2,485,796
Subcontract	238,390	161,294
Miscellaneous	183,724	200,538
Prepays	171,105	107,196
Inventory	419,733	459,760
Investments	<u>1,755,527</u>	<u>1,540,309</u>
Total Current Assets	<u>12,368,776</u>	<u>10,778,050</u>
<b>Property and Equipment</b>		
Land	821,751	781,751
Buildings and Improvements	13,419,839	12,818,247
Furniture and Equipment	1,554,441	1,624,252
Vehicles	<u>2,039,921</u>	<u>1,669,250</u>
Total Property and Equipment	17,835,952	16,893,500
Accumulated Depreciation	<u>7,702,240</u>	<u>6,671,164</u>
Net Property and Equipment	<u>10,133,712</u>	<u>10,222,336</u>
<b>Other Assets</b>		
Intangible Assets	286,803	279,399
Accumulated Amortization	<u>132,496</u>	<u>116,354</u>
Total Other Assets	<u>154,307</u>	<u>163,045</u>
<b>Total Assets</b>	<u>\$ 22,656,795</u>	<u>\$ 21,163,431</u>

The Accompanying Notes are an Integral Part of These Consolidated Financial Statements.

**THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

**December 31, 2009 and 2008**

	<u>2009</u>	<u>2008</u>
<b>Liabilities and Net Assets</b>		
<b>Current Liabilities</b>		
Accounts Payable		
Trade	\$ 687,805	\$ 1,189,961
Other	701,690	386,434
Accrued Liabilities	3,206,575	2,865,051
Deferred Revenue	564,965	668,449
Current Portion of Long-Term Debt	565,241	535,971
Current Portion of Capital Leases	<u>456,911</u>	<u>355,522</u>
<b>Total Current Liabilities</b>	<u>6,183,187</u>	<u>6,001,388</u>
<b>Long-Term Liabilities</b>		
Accounts Payable-Other	136,142	136,142
Long-Term Debt	6,508,238	6,125,652
Capital Leases	<u>970,705</u>	<u>612,499</u>
<b>Total Long-Term Liabilities</b>	<u>7,615,085</u>	<u>6,874,293</u>
<b>Net Assets</b>		
Unrestricted	<u>8,858,523</u>	<u>8,287,750</u>
<b>Total Net Assets</b>	<u>8,858,523</u>	<u>8,287,750</u>
<b>Total Liabilities and Net Assets</b>	<u><b>\$ 22,656,795</b></u>	<u><b>\$ 21,163,431</b></u>

The Accompanying Notes are an Integral Part of These Consolidated Financial Statements.

**THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES**

**CONSOLIDATED STATEMENTS OF ACTIVITY**

**For the Years Ended December 31, 2009 and 2008**

	<u>2009</u>	<u>2008</u>
<b>Revenues and Gains</b>		
OMRDD	\$ 5,450,162	\$ 6,512,057
Consumer Fees	1,682,315	1,576,048
County	102,497	102,497
Food Stamps Revenue	322,605	0
New York State Department of Education	606,298	644,947
New York State Department of Transportation	175,982	0
Child Development Program	458,812	466,046
OMH	152,125	155,907
Medicaid	18,267,590	16,840,883
Subcontract	2,342,909	2,567,017
Contributions	211,020	264,776
Rent	23,599	25,082
Investment Return	227,091	(434,410)
Other Supported Employment	370,313	396,448
Camp Fees	3,600	9,725
Interest Income	49,258	81,454
Miscellaneous	196,350	147,885
HRA Income	231,313	0
Prior Years' Adjustments	16,574	268,049
<b>Total Revenues and Gains</b>	<u>30,890,413</u>	<u>29,624,411</u>
<b>Expenses</b>		
<b>Program Services</b>		
Residential	8,657,989	8,060,773
Community and Family	3,674,397	3,506,228
Children Services	734,007	804,945
Vocational	4,630,498	4,983,990
Employment Services	2,556,313	2,534,692
Day Services	5,343,537	5,023,740
Transportation	<u>1,816,895</u>	<u>1,813,827</u>
<b>Total Program Services</b>	<u>27,413,636</u>	<u>26,728,195</u>
<b>Supporting Services</b>		
Holding Companies	362,669	369,952
Management and General	<u>2,543,335</u>	<u>2,392,189</u>
<b>Total Supporting Services</b>	<u>2,906,004</u>	<u>2,762,141</u>
<b>Total Expenses</b>	<u>30,319,640</u>	<u>29,490,336</u>
<b>Changes in Unrestricted Net Assets</b>	570,773	134,075
<b>Net Assets at Beginning of Year</b>	<u>8,287,750</u>	<u>8,153,675</u>
<b>Net Assets at End of Year</b>	<u>\$ 8,858,523</u>	<u>\$ 8,287,750</u>

The Accompanying Notes are an Integral Part of These Consolidated Financial Statements.

**THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

**For the Years Ended December 31, 2009 and 2008**

	<u>2009</u>	<u>2008</u>
<b>Cash Flows from (Used by) Operating Activities</b>		
Change in Net Assets	\$ 570,773	\$ 134,075
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities		
Depreciation	1,508,742	1,280,876
Amortization	10,146	7,538
Realized and Unrealized Loss (Gain) on Investments	(179,097)	481,183
(Gain) on the Disposition of Property	(5,491)	(57,157)
Changes in Assets and Liabilities		
(Increase) Decrease in Assets		
Receivables	146,968	120,710
Prepays	(63,909)	17,718
Inventory	40,027	(37,518)
Intangible Assets	(7,404)	(43,306)
Increase (Decrease) in Liabilities		
Accounts Payable	(186,900)	599,080
Accrued Liabilities	341,524	627,838
Deferred Revenue	(103,484)	131,907
Net Cash Flows from Operating Activities	<u>2,071,895</u>	<u>3,262,944</u>
<b>Cash Flows from (Used by) Investing Activities</b>		
(Purchase) of Investments	(497,416)	(541,352)
Sale of Investments	461,295	495,635
Acquisition of Property and Equipment	(1,429,388)	(3,839,398)
Proceeds from Disposition of Property and Equipment	20,757	57,157
Net Cash (Used by) Investing Activities	<u>(1,444,752)</u>	<u>(3,827,958)</u>
<b>Cash Flows from (Used by) Financing Activities</b>		
Proceeds from Debt	1,826,275	3,468,039
Debt Reduction	(954,824)	(1,076,993)
Net Cash Flows from Financing Activities	<u>871,451</u>	<u>2,391,046</u>
<b>Net Increase in Cash and Cash Equivalents</b>	1,498,594	1,826,032
<b>Cash and Cash Equivalents, Beginning of Year</b>	<u>5,823,157</u>	<u>3,997,125</u>
<b>Cash and Cash Equivalents, End of Year</b>	<u>\$ 7,321,751</u>	<u>\$ 5,823,157</u>

**Supplemental Cash Flow Disclosures**

Cash Paid During the Year For		
Interest	<u>\$ 363,881</u>	<u>\$ 318,026</u>

The Accompanying Notes are an Integral Part of These Consolidated Financial Statements.

THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES  
 STATEMENT OF FUNCTIONAL EXPENSES  
 For the Year Ended December 31, 2009  
 (With Comparative Totals for December 31, 2008)

	Program Services										Supporting Services			2009	2008
	Residential	Community & Family	Children Services	Vocational	Employment Services	Day Habilitation	Transportation	Management and General	Holding Companies	Total	Total	Total	Total		
Salaries and Wages	\$ 5,264,460	\$ 2,368,716	\$ 522,209	\$ 1,965,415	\$ 1,724,241	\$ 3,286,934	\$ 16,727	\$ 1,508,889	\$ 13,481	\$ 16,671,072	\$ 15,982,653				
Fringe Benefits	1,262,489	556,944	80,634	471,899	403,697	799,114	2,109	349,795	4,169	3,930,850	3,740,233				
Contract Services	0	0	0	498,368	0	0	0	0	0	498,368	618,522				
Professional Fees	10,660	36,275	50,347	16,934	14,709	168,691	0	170,665	6,485	591,688	579,117				
Program Supplies	208,739	23,219	18,821	17,650	0	65,536	235	47,198	0	396,107	385,625				
Voucher System	0	173,345	0	0	0	430	0	0	0	173,775	169,741				
Data Processing	4,938	2,257	566	8,823	1,718	3,169	16	1,423	0	22,910	22,213				
Office Supplies	5,333	8,387	3,182	3,325	5,666	6,551	93	14,129	34	46,700	111,248				
Food Costs	444,035	17,947	0	1,118	7,050	31,114	0	67	0	391,331	391,192				
Postage	3,043	8,920	1,900	3,192	2,293	3,023	0	15,174	0	37,545	35,636				
Printing	253	716	494	805	676	448	0	15,035	0	18,427	24,375				
Travel	5,520	9,360	1,599	8,086	5,385	7,569	0	15,056	0	52,575	58,589				
Liability Insurance	44,437	83,192	15,370	10,913	87,832	14,938	0	7,532	0	1,924,680	1,934,805				
Telephone	9,203	3,916	775	13,013	2,505	19,434	0	12,343	817	62,006	63,104				
Internet Service	28,204	25,565	3,575	12,297	16,488	24,102	640	10,755	0	121,626	110,150				
Shipping/Freight	19,566	10,228	159	5,594	7,279	10,116	0	2,566	0	53,498	56,701				
Advertising	0	0	0	92,446	0	0	0	0	0	92,446	93,352				
Dues and Subscriptions	2,466	5,090	2,172	10,224	6,162	1,777	0	48,125	0	76,016	66,892				
Equipment	4,376	49	0	1,611	1,410	1,274	0	5,912	0	14,632	12,906				
Repairs and Maintenance	23,747	6,113	178	5,511	2,608	12,451	131	5,146	0	55,887	74,015				
Depreciation	152,174	48,531	7,986	95,321	26,219	128,755	535	52,925	0	530,701	408,941				
Raw Materials	510,632	87,976	3,466	113,816	66,954	287,284	151,983	61,364	225,267	1,508,742	1,280,876				
Vehicle Expense	0	0	0	933,054	0	0	0	0	0	933,054	1,069,458				
Occupancy Cost	180,196	79,697	1,498	30,105	39,523	73,211	4,218	24,099	0	432,547	494,061				
Custodial Services	273,388	58,599	8,731	125,868	63,241	223,380	0	50,046	0	432,547	968,609				
Temporary Services	0	0	0	27,483	0	0	0	15,802	0	43,285	91,344				
Drug Testing	3,975	11,746	0	11,499	5,730	16,410	0	2,332	0	51,692	49,478				
Infection Control	0	0	0	0	0	0	0	10,451	0	3,892	11,772				
Contributions	0	0	0	0	0	0	0	3,892	0	4,309	4,587				
Investment Fees	0	0	0	0	0	0	0	4,309	0	0	4,585				
Filing Fees	0	0	0	0	0	0	0	13,611	275	13,886	1,275				
Interest	130,835	26,873	543	24,707	23,796	76,028	65	5,507	0	363,881	318,026				
Amortization & Closing Costs	42,779	5,975	0	767	18,982	60,591	0	0	0	135,090	61,976				
Management Fee	0	0	0	0	0	0	0	0	0	4,100	3,900				
Bad Debt Expense	0	0	0	2,168	0	0	0	0	0	2,235	0				
Miscellaneous	22,541	14,761	9,802	3,799	5,215	21,205	(20,323)	69,120	116	126,236	185,457				
<b>Total</b>	<b>\$ 8,657,989</b>	<b>\$ 3,674,397</b>	<b>\$ 734,007</b>	<b>\$ 4,630,498</b>	<b>\$ 2,556,313</b>	<b>\$ 5,343,557</b>	<b>\$ 1,816,895</b>	<b>\$ 2,543,335</b>	<b>\$ 362,669</b>	<b>\$ 30,319,640</b>	<b>\$ 29,490,336</b>				
<b>Total for 2008</b>	<b>\$ 8,060,773</b>	<b>\$ 3,506,228</b>	<b>\$ 804,945</b>	<b>\$ 4,983,990</b>	<b>\$ 2,534,692</b>	<b>\$ 5,023,740</b>	<b>\$ 1,813,827</b>	<b>\$ 2,392,189</b>	<b>\$ 369,932</b>	<b>\$ 29,490,336</b>					

The Accompanying Notes are an Integral Part of These Financial Statements.

**THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES**  
**STATEMENT OF FUNCTIONAL EXPENSES**

For the Year Ended December 31, 2008

	Program Services						Supporting Services			Total
	Residential	Community & Family	Children Services	Vocational	Employment Services	Day Habilitation	Transportation	Management and General	Holding Companies	
Salaries and Wages	\$ 4,903,129	\$ 2,238,863	\$ 590,405	\$ 1,962,938	\$ 1,697,895	\$ 3,161,831	\$ 16,459	\$ 1,397,649	\$ 13,484	\$ 15,982,653
Fringe Benefits	1,175,061	504,437	95,195	461,559	406,091	768,128	2,315	323,474	3,973	3,740,233
Contract Services	0	0	0	618,522	0	0	0	0	0	618,522
Professional Fees	10,075	41,954	26,503	131,607	42,661	176,047	0	146,270	4,000	579,117
Program Supplies	196,061	30,050	18,185	22,966	8,822	65,840	132	43,569	0	385,625
Voucher System	0	169,741	0	0	0	0	0	0	0	169,741
Data Processing	4,889	2,116	556	8,718	1,660	2,840	17	1,417	0	22,213
Office Supplies	7,362	10,907	2,869	27,081	8,208	40,222	172	14,427	0	111,248
Food Costs	332,346	18,060	0	1,118	6,073	33,595	0	0	0	391,192
Postage	2,783	7,872	2,073	3,665	2,037	2,268	0	14,938	0	35,636
Printing	300	632	6	32	1,054	260	0	22,091	0	24,375
Training	8,026	9,436	1,332	10,673	1,352	8,556	0	19,214	0	58,589
Travel	39,900	70,772	11,664	13,035	87,220	13,868	1,690,036	8,310	0	1,934,805
Liability Insurance	9,855	3,903	829	13,914	2,685	19,339	0	11,558	1,021	63,104
Telephone	26,226	24,643	3,869	12,409	15,759	17,407	420	9,417	0	110,150
Internet Service	20,111	10,899	221	6,183	5,822	10,388	0	3,077	0	56,701
Shipping/Freight	0	0	0	93,352	0	0	0	0	0	93,352
Advertising	6,260	8,270	2,468	5,001	7,065	3,070	0	34,758	0	66,892
Dues and Subscriptions	4,048	60	0	1,444	1,410	1,553	0	4,391	0	12,906
Equipment	20,659	10,600	13,336	9,721	1,428	13,551	65	4,655	0	74,015
Repairs and Maintenance	135,615	43,067	7,205	69,106	19,815	71,977	757	45,764	15,635	408,941
Depreciation	475,015	82,068	8,224	131,456	55,219	152,451	96,998	57,649	221,796	1,280,876
Raw Materials	0	0	0	1,069,458	0	0	0	0	0	1,069,458
Vehicles Expense	212,068	87,689	1,744	46,175	39,384	71,620	6,150	29,231	0	494,061
Occupancy Cost	294,950	66,124	10,414	141,536	58,310	331,660	162	57,426	8,027	968,609
Temporary Services	0	0	0	83,771	4,266	0	0	3,307	0	91,344
Custodial Services	3,661	11,461	0	11,146	5,256	15,816	0	2,138	0	49,478
Drug Testing	0	0	0	0	0	0	0	11,772	0	11,772
Infection Control	0	0	0	0	0	0	0	4,922	0	4,922
Contributions	0	0	0	0	0	0	0	4,587	0	4,587
Investment Fees	0	0	0	0	0	0	0	0	4,585	4,585
Filing Fees	0	0	0	0	0	0	0	0	1,275	1,275
Interest	131,119	26,655	381	23,898	19,775	21,096	143	8,958	86,001	318,026
Amortization	21,541	5,975	0	767	26,042	1,655	0	0	5,996	61,976
Management Fee	0	0	0	0	0	0	0	0	3,900	3,900
Miscellaneous	19,713	19,974	7,466	2,739	9,383	18,702	1	107,220	259	185,457
<b>Total</b>	<b>\$ 8,060,773</b>	<b>\$ 3,506,228</b>	<b>\$ 804,943</b>	<b>\$ 4,983,990</b>	<b>\$ 2,534,692</b>	<b>\$ 5,023,740</b>	<b>\$ 1,813,827</b>	<b>\$ 2,392,189</b>	<b>\$ 369,952</b>	<b>\$ 29,490,336</b>

The Accompanying Notes are an Integral Part of These Financial Statements.

# THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Operations

The Arc, Oneida-Lewis Chapter NYSARC & Affiliates (the Organization) was incorporated in 1954. The Organization is a not-for-profit corporation exempt from Federal and New York State income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization exists to protect the rights of individuals with intellectual and developmental disabilities, to provide those individuals and their families with a wide range of services designed to build skill levels and understanding, to advocate for the fullest possible integration of these citizens into community life, and to enhance the image of those being served. In fulfilling this purpose, the Organization provides residential, vocational, day habilitation, community and family, employment, and transportation services. The accompanying consolidated financial statements also reflect the revenue, expenses, assets, and liabilities of its affiliates (together, the Organization).

#### Principles of Consolidation

The accompanying consolidated financial statements include the financial position, operating activities, and cash flows of The Arc, Oneida-Lewis Chapter NYSARC and its two affiliates: Fourteen Arnold Avenue Corporation and Lawrence and Lamphear Corporation. All significant intercompany accounts and transactions have been eliminated in consolidation. The individual entities have interrelated directors/trustees and share common facilities and personnel.

**Fourteen Arnold Avenue Corporation** is an affiliated holding company incorporated in 1981 for the sole purpose of acquiring real estate to lease to The Arc, Oneida-Lewis Chapter NYSARC, a related party. This affiliate is a not-for-profit corporation exempt from Federal and New York State income taxes under Section 501(c)(2) (Title-Holding Corporations) of the Internal Revenue Code.

**Lawrence and Lamphear Corporation** is an affiliated holding company incorporated in 1981 for the sole purpose of acquiring real estate to lease to The Arc, Oneida-Lewis Chapter NYSARC, a related party. This affiliate is a not-for-profit corporation exempt from Federal and New York State income taxes under Section 501(c)(3) of the Internal Revenue Code.

#### Cash and Cash Equivalents

The Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents. Cash equivalents generally consist of repurchase agreements.



# THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### **Contributions and Donations**

Support that is restricted by the donor is reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

Donations other than cash are recorded at fair market value at the date of the gift.

#### **Receivables**

The Organization considers its receivables to be fully collectible at year-end; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to bad debt expense when that determination is made.

#### **Fair Value Measurements - Investments**

Investments are stated at fair value as determined in accordance with FASB ASC 820, "Fair Value Measurements." FASB defines, "fair value" as the price that would be received to sell an asset or transfer a liability (i.e. exit price) in an orderly transaction between market participants at the measurement date.

Fair values of securities traded on a national securities exchange are based on the last reported sales price on the last business day of the year; government securities and corporate notes for which no sale was reported on that date are valued at the last reported bid price. Securities, for which reliable quotations are not readily available, are valued at fair value, as determined in good faith pursuant to procedures established by the Board of Directors. Cash and cash equivalents are valued at cost, which approximates fair value.

#### **Inventory**

Inventory is stated at lower of cost or market. Cost is determined on a first-in, first-out basis.

**THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES  
(Continued)**

**Property**

Property is recorded by the Organization at historical cost or at fair value, (on the date of donation) if donated. All property is depreciated over estimated useful lives based on the straight-line method. Management is required to utilize prescribed service lives as defined in the NYS Department of Mental Hygiene Consolidated Fiscal Reporting Manual, Appendix O-Estimated Useful Lives.

The service lives by type of asset are as follows:

<u>Depreciable Assets</u>	<u>Years</u>
Buildings & Improvements	5-40
Furniture & Equipment	3-20
Vehicles	4

The Organization utilizes a \$1,000 threshold as its capitalization policy.

**Intangible Assets**

Intangible Assets include organizational expenses, software development costs, pre-operation costs, mortgage closing costs and bond issue costs. These assets are amortized utilizing the straight-line method over periods ranging from 5 to 31.5 years. Amortization expense for intangible assets for the years ended December 31, 2009 and 2008 was \$10,146 and \$7,538, respectively.

**Compensated Absences**

The Organization's employees are granted vacation in varying amounts, based primarily on length of service. Upon retirement, resignation, or death, employees may receive a payment based on unused accumulated vacation leave. The compensated absences liability is calculated based on the pay rates in effect at year end.

**Deferred Revenue**

Deferred revenue represents funds advanced to the Organization by Medicaid and New York State that have not been earned by the Organization at the current financial statement date. These advances will be recognized as revenue when the services are provided.

# THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### **Funding and Revenue Recognition**

Funding from government agencies is based on approved rates and is recognized as revenue when services are performed. The rates are primarily cost based and determined by allowable expenditures in rate setting periods. Costs are subject to audit by third-party payers and changes, if any, are recognized in the year they become known. These fees are regulated by Federal and State law. All other funding and revenue is recognized in the period in which the funding and revenue is earned and measurable.

#### **Net Assets**

Financial statement presentation follows the requirements of the Financial Accounting Standards Board. Under these provisions, net assets and revenues, expenses, gains and losses are classified based on the existence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted Net Assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily Restricted Net Assets - Net assets subject to donor-imposed stipulations that may or will be met either by actions of the Organization and/or the passage of time. For 2009 and 2008, none of the net assets were restricted.

#### **Allocated Expenses**

The costs of providing various programs and other activities have been summarized on a functional basis in the Statements of Activities and in the Statements of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses were allocated according to specific identification and managements estimates.

#### **Donated Services**

The Organization generally pays for services requiring specific expertise. However, many individuals volunteer their time and perform a variety of tasks that assist the Organization with specific programs. No amounts have been reflected in the financial statements for donated services since the volunteer services do not meet the criteria of the accounting principles generally accepted in the United States of America.

#### **Advertising**

The Organization expenses the cost of advertising as it is incurred. Advertising expense for the years ended December 31, 2009 and 2008 was \$76,016 and \$66,892, respectively.

# THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

#### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### NOTE 2 RELATED ORGANIZATIONS

The Organization is affiliated with two holding companies: Fourteen Arnold Avenue Corporation and Lawrence and Lamphear Corporation. Related party transactions are subject to occur among the three entities. When these transactions occur, they are recorded in their respective financial records. All significant intercompany accounts and transactions have been eliminated in consolidation. The individual entities have interrelated directors/trustees and share common facilities and personnel.

The Organization rents several properties from the two related affiliates. Rental payments to its affiliates total \$300,955 and \$298,651 for the years ended December 31, 2009 and 2008, respectively. These payments are not included in the schedule of minimum operating lease payments since there are no formal lease agreements with the affiliates.

Fourteen Arnold Avenue Corporation and Lawrence and Lamphear Corporation owe \$46,673 and \$28,995, respectively, to the Organization at December 31, 2009.

Fourteen Arnold Avenue Corporation and Lawrence and Lamphear Corporation owe \$34,384 and \$27,927, respectively, to the Organization at December 31, 2008.

### NOTE 3 CASH EQUIVALENTS

The Organization routinely enters into short-term repurchase agreements as part of an automatic investment sweep account agreement with a financial institution. The funds from the sweep accounts are used to make the base checking account whole as checks are cleared. The investments are in U.S. Government securities and agency transactions which are not FDIC insured. If the financial institution were to fail, the Organization would be considered a secured creditor with respect to those funds. As part of the sweep agreement, the Organization is required to maintain a minimum balance of \$250,000. At December 31, 2009 and 2008, the Organization had \$5,240,006 and \$3,819,005 in outstanding repurchase agreements, respectively.

**THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 4 PREPAID EXPENSES**

As of December 31, 2009 and 2008, prepaid expenses were composed of:

	<u>2009</u>	<u>2008</u>
Prepaid Insurance	\$ 21,270	\$ 15,836
Security Deposits	1,870	1,870
Deposit on Debt	53,283	53,283
Other Prepaid Items	<u>94,682</u>	<u>36,207</u>
Total	<u>\$ 171,105</u>	<u>\$ 107,196</u>

**NOTE 5 DEFERRED REVENUE**

The change in the Organization's deferred revenue account for the years ended December 31, 2009 and 2008, are comprised of the following:

	<u>2009</u>	<u>2008</u>
Balance at the beginning of the year	\$ 668,449	\$ 536,542
Additions	1,963,472	3,148,861
Reductions	<u>2,066,956</u>	<u>3,016,954</u>
Balance at the end of the year	<u>\$ 564,965</u>	<u>\$ 668,449</u>

**NOTE 6 LONG-TERM DEBT**

Long-Term Debt consists of mortgages and financing agreements with various financial institutions for equipment and vehicles. These obligations are being reduced by monthly installments that range from \$54 to \$11,665. Interest rates range from 2.06% to 7.50% per annum and maturities due through 2023. Total interest expense for the years ended December 31, 2009 and 2008 was \$363,881 and \$318,026, respectively. The debt is collateralized by various assets of the Organization.

At the current financial statement date, long-term debt matures as follows:

<u>Year</u>	<u>Amount</u>
2010	\$ 583,970
2011	576,579
2012	572,854
2013	596,450
2014	571,864
Thereafter	<u>4,171,762</u>
Total	<u>\$ 7,073,479</u>

**THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 7 CAPITAL LEASES PAYABLE**

The Organization has entered into several capital lease agreements for computer equipment and vehicles. The Organization will make 60 monthly payments, including interest at approximately 3.89% per annum through 2014.

The following is an analysis of the leased assets included in Property and Equipment:

	<u>2009</u>	<u>2008</u>
Furniture and Fixtures	\$ 696,839	\$ 655,542
Vehicles	<u>1,144,285</u>	<u>772,257</u>
Total Property	1,841,124	1,427,799
Accumulated Depreciation	<u>1,055,378</u>	<u>850,145</u>
Net Property	\$ <u>785,746</u>	\$ <u>577,654</u>

At the current financial statement date, long-term debt for the capital leases payable matures as follows:

<u>Year</u>	<u>Amount</u>
2010	\$ 496,883
2011	440,959
2012	352,697
2013	210,076
2014	<u>6,914</u>
Total Minimum Lease Payments	1,507,529
Less Amount Representing Interest	<u>79,913</u>
Present Value of Minimum Lease Payments	\$ <u>1,427,616</u>

Amortization of assets held under capital leases is included in depreciation expense.

**NOTE 8 OPERATING LEASE OBLIGATIONS**

The Organization has entered into operating lease obligations with various landlords for the purpose of providing housing, administrative headquarters and training sites for program consumers and Organization employees. The following is a schedule of future minimum lease payments due under operating lease agreements that have initial or remaining noncancellable lease terms in excess of one year as of December 31, 2009:

<u>Year</u>	<u>Amount</u>
2010	\$ 228,127
2011	67,322
2012	5,215
2013	<u>0</u>
Total	\$ <u>300,664</u>

**THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 8 OPERATING LEASE OBLIGATIONS (Continued)**

Total lease and rent expense (including rental payments from affiliates paid on a month-to-month basis where there is no formal lease agreement) for the years ended December 31, 2009 and 2008 was \$585,729 and \$702,485, respectively.

**NOTE 9 INVESTMENTS**

The Organization's investments are held by a national investment and financial services company and managed by a financial investment group in accordance with investment authorization and approval from the Organization's Board of Directors. Investments include Bonds and Equities. These investments are valued at market value; market values with approximated costs at December 31, 2009 and 2008, are summarized as follows:

	December 31, 2009			December 31, 2008		
	Cost	Market Value	Unrealized Gain (Loss)	Cost	Market Value	Unrealized Gain (Loss)
Money Market	\$ 151,645	\$ 151,645	\$ 0	\$ 266,330	\$ 266,330	\$ 0
Gov't/Agency	195,593	200,784	5,191	239,471	248,431	8,960
Corporate Issues	65,000	63,854	(1,146)	249,801	241,859	(7,942)
Fixed Income	274,902	289,328	14,426	4,662	4,581	(81)
Equities	811,779	842,298	30,519	761,515	640,191	(121,324)
Foreign Equities	218,904	207,618	(11,286)	204,878	138,917	(65,961)
Total	<u>\$ 1,717,823</u>	<u>\$ 1,755,527</u>	<u>\$ 37,704</u>	<u>\$ 1,726,657</u>	<u>\$ 1,540,309</u>	<u>\$ (186,348)</u>

For the years ended December 31, 2009 and 2008, the components of the Organization's investment return are as follows:

	2009	2008
Interest and Dividends	\$ 48,142	\$ 22,502
Realized and Unrealized Gains (Loss) – Current Year	<u>179,097</u>	<u>(481,183)</u>
Total Return Income (Loss) on Investments	<u>\$ 227,239</u>	<u>\$ (458,681)</u>

The Organization classifies and discloses its financial assets and liabilities in one of the following three categories:

**Level 1:** Valuations based on quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.

**THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 9 INVESTMENTS (Continued)**

**Level 2:** Observable market based inputs or unobservable inputs that are corroborated by market data including quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active (i.e. markets in which there are few transactions for the asset or liability), or inputs other than quoted prices that are observable for the asset or liability (i.e. interest rates, yield curves volatilities).

**Level 3:** These use unobservable inputs that are not corroborated by market data. These values are generally estimated based upon methodologies utilizing significant inputs that are generally less observable from objective sources.

Based on the above criteria, the following fair value hierarchy table presents information about the Organization's assets and liabilities measured at fair value on a recurring basis at December 31, 2009:

<u>Investments</u>	<u>Total</u>	<u>Fair Value Measurements at Reporting Date Using the Above Criteria</u>		
		<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>
Cash and Cash Equivalents	\$ 151,645	\$ 151,645	\$	\$
Government and Agency				
Bonds	200,784		200,784	
Corporate Issues	63,854		63,854	
Fixed Income	289,328	289,328		
Equities	842,298	842,298		
Foreign Equities	207,618	207,618		
December 31, 2009 Totals	\$ <u>1,755,527</u>	\$ <u>1,490,889</u>	\$ <u>264,638</u>	\$ <u>0</u>
December 31, 2008 Totals	\$ <u>1,540,309</u>	\$ <u>1,050,019</u>	\$ <u>490,290</u>	\$ <u>0</u>

**NOTE 10 EMPLOYEE BENEFITS**

**Health Insurance and Other Benefits**

The Organization provides health care cost assistance and life insurance to all of its eligible employees. Eligible employees may elect to participate in the Organization's group plan, a health maintenance organization, and life insurance plan. For those employees who elect not to participate, a "buy-out" option is available.

In conjunction with health insurance benefits, the Organization offers a cafeteria plan in accordance with Internal Revenue Code, Section 125 Plan, which allows eligible full and part time employees to take a salary reduction and an income tax-free reimbursement of certain health care and dependent care expenses.



## **THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES**

### **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

#### **NOTE 10 EMPLOYEE BENEFITS (Continued)**

The Organization also offers a Health Reimbursement Arrangement to all eligible employees. This benefit is funded completely by New York State and the Organization. The Plan allows for reimbursement of certain health care expenses.

#### **Retirement Plan**

The Organization maintains a single employer non-contributory employee defined contribution retirement plan administered and managed by Equitable Life Assurance Society of the United States. The securities held in the retirement plan consist of stock funds and a money market fund. The retirement plan participants may elect specific allocations of their contributions among the various investment options available.

The amount of the employer contribution each year is discretionary and determined by the Board of Directors of the Arc. After one year of employment and 1,000 hours of service, all qualifying employees are eligible to enroll in the plan. After enrollment, each employee must work 1,000 hours in the calendar year before the Organization contribution is earned.

Vesting in the plan is on a graduated basis. One hundred percent vesting is achieved after six years of active service. Prior to 1988, one hundred percent vesting was achieved upon completion of 1,000 hours. The accrued retirement plan contribution for the years ended December 31, 2009 and 2008 was \$676,310 and \$635,565, respectively. For a more detailed description of this plan, refer to the Summary Plan Description maintained by the Organization at its current business location.

#### **NOTE 11 WORKERS COMPENSATION**

The NYSARC Workers' Compensation Trust (the Trust) was organized to create an association of NYSARC, Inc. Chapters within the State of New York to fund their cost of Workers' Compensation Insurance coverage through a group of self-insurance program. NYSARC, Inc. is the parent organization of 49 chapters, which provide services to the developmentally disabled throughout New York State. The Trust commenced operations on May 1, 1999 and is defined in and authorized by Section 50, subdivision 3-a of the New York State Workers' Compensation Law. The Trust is currently administered by a third party administrator (Administrator) who is paid fees based on a percentage of total annual contributions earned.

## THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

#### NOTE 11 WORKERS COMPENSATION (Continued)

The Trust believes that the claims and assessments payable at December 31, 2009 are appropriately established in the aggregate and are adequate to cover the ultimate net costs of reported and unreported claims and assessments arising from losses that had occurred by those dates. The establishment of appropriate liabilities is an inherently uncertain process. These liabilities are based on estimates and the ultimate net cost may vary from such estimates. These estimates are regularly reviewed and updated using the most current information available. Any resulting adjustments are reflected in operations when determined.

Members self-fund their own claims up to \$50,000 per claim. Administrative costs and large claims are allocated across the Trust's membership.

The Trust has excess insurance coverage for losses exceeding \$400,000 for each accident or disease with insurance companies. The premium for such coverage has been calculated based on payrolls of the Trust's members. To the extent that the Trust's excess insurance company should be unable to meet its obligations under the existing agreements, the Trust would be liable for such defaulted amounts.

The Trust has entered into an indemnity agreement with each member to provide risk management services and workers' compensation and employer's liability coverage. The agreement stipulates, among other things, that each member is jointly and severally liable for the workers' compensation and employers' liability obligations of the Trust and its members, which were incurred during the member's period of membership in the Trust, irrespective of the subsequent termination of the member's membership in the Trust, the insolvency or bankruptcy of another member of the Trust, or other facts or circumstances. However, recourse for any and all payments of workers' compensation and employers' liability benefits covered by the Trust's certificate of coverage to a member shall first be made from the Trust's assets.

During 2009 and 2008, Oneida-Lewis County ARC expended and paid \$278,168 and \$317,351, respectively.

#### NOTE 12 CONTINGENCIES

The majority of the Organization's funding is regulated by the New York Mental Health Code. The nature of the New York State funding mechanism, along with other organizational funding, requires that adjustments made for funds received relating to prior years be included in the current year financial statements. To be in accordance with these requirements, the Organization has separated revenue and funding from current year operations and prior contract years for financial statement purposes.

**THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**NOTE 12 CONTINGENCIES (Continued)**

Amounts received or receivable from grantor agencies are subject to audit and adjustment principally by the Federal and State governments. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable program. The amounts, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the Organization expects such amounts, if any, to be immaterial.

**NOTE 13 CONCENTRATIONS OF RISK**

Financial instruments that potentially subject the Organization to concentrations of credit risk consist principally of cash in financial institutions. From time to time throughout the year, cash balances can exceed the Federal Deposit Insurance Corporations (FDIC) coverage. The investments are not insured by FDIC. Management believes that it is not exposed to any significant risk with respect to these amounts.

**NOTE 15 SUBSEQUENT EVENTS**

Management has evaluated subsequent events through May 3, 2010, the date on which the financial statements were available to be issued.

**THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES**  
**CONSOLIDATING STATEMENT OF FINANCIAL POSITION**

December 31, 2009

	Assets					Consolidated
	ARC	14AA	L&L	Eliminating Entry		
<b>Current Assets</b>						
Cash and Cash Equivalents	\$ 7,122,789	\$ 170,994	\$ 27,968	\$ 0	\$ 7,321,751	
Accounts Receivable, Net						
Funding	2,278,546	0	0	0	2,278,546	
Subcontract	238,390	0	0	0	238,390	
Miscellaneous	183,724	0	0	0	183,724	
Due from Affiliates	75,668	0	0	(75,668)	0	
Prepays	115,100	53,283	2,722	0	171,105	
Inventory	419,733	0	0	0	419,733	
Investments	1,755,527	0	0	0	1,755,527	
Total Current Assets	12,189,477	224,277	30,690	(75,668)	12,368,776	
<b>Property and Equipment</b>						
Land	515,075	305,676	1,000	0	821,751	
Buildings and Improvements	8,454,428	4,681,189	284,222	0	13,419,839	
Furniture and Equipment	1,553,336	0	1,105	0	1,554,441	
Vehicles	2,039,921	0	0	0	2,039,921	
Total Property and Equipment	12,562,760	4,986,865	286,327	0	17,835,952	
Accumulated Depreciation	4,748,233	2,696,663	257,344	0	7,702,240	
Net Property and Equipment	7,814,527	2,290,202	28,983	0	10,133,712	
<b>Other Assets</b>						
Intangible Assets	178,750	108,053	0	0	286,803	
Accumulated Amortization	72,428	60,068	0	0	132,496	
Total Other Assets	106,322	47,985	0	0	154,307	
<b>Total Assets</b>	<u>\$ 20,110,326</u>	<u>\$ 2,562,464</u>	<u>\$ 59,673</u>	<u>\$ (75,668)</u>	<u>\$ 22,656,795</u>	

(Continued)

**THE ARC, ONEDA-LEWIS CHAPTER NYSARC & AFFILIATES**  
**CONSOLIDATING STATEMENT OF FINANCIAL POSITION**

December 31, 2009

(Continued)

	Liabilities and Net Assets				Eliminating		Consolidated
	ARC	14AA	L&L	Entry	Entry		
<b>Current Liabilities</b>							
Accounts Payable-Trade	\$ 682,359	\$ 2,751	\$ 2,695	\$ 0	\$ 0	\$ 687,805	
Accounts Payable - Other	701,690	0	0	0	0	701,690	
Due to Affiliates	0	46,673	28,995	(75,668)	0	0	
Accrued Liabilities	3,201,375	5,200	0	0	0	3,206,575	
Deferred Revenue	564,965	0	0	0	0	564,965	
Current Portion of Long-Term Debt	445,285	112,231	7,725	0	0	565,241	
Current Portion of Capital Leases	456,911	0	0	0	0	456,911	
<b>Total Current Liabilities</b>	<u>6,052,585</u>	<u>166,855</u>	<u>39,415</u>	<u>(75,668)</u>	<u>(75,668)</u>	<u>6,183,187</u>	
<b>Long-Term Liabilities</b>							
Accounts Payable-Other	136,142	0	0	0	0	136,142	
Long-Term Debt Less Current Portion	5,302,027	1,137,693	68,518	0	0	6,508,238	
Capital Leases Less Current Portion	970,705	0	0	0	0	970,705	
<b>Total Long-Term Liabilities</b>	<u>6,408,874</u>	<u>1,137,693</u>	<u>68,518</u>	<u>0</u>	<u>0</u>	<u>7,615,085</u>	
<b>Total Liabilities</b>	<u>12,461,459</u>	<u>1,304,548</u>	<u>107,933</u>	<u>(75,668)</u>	<u>(75,668)</u>	<u>13,798,272</u>	
<b>Net Assets</b>							
Unrestricted (Deficit)	7,648,867	1,257,916	(48,260)	0	0	8,858,523	
<b>Total Net Assets (Deficit)</b>	<u>7,648,867</u>	<u>1,257,916</u>	<u>(48,260)</u>	<u>0</u>	<u>0</u>	<u>8,858,523</u>	
<b>Total Liabilities and Net Assets</b>	<u>\$ 20,110,326</u>	<u>\$ 2,562,464</u>	<u>\$ 59,673</u>	<u>\$ (75,668)</u>	<u>\$ (75,668)</u>	<u>\$ 22,656,795</u>	

THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITY

For the Year Ended December 31, 2009

	ARC	14AA	L&L	Eliminating Entry	Consolidated
<b>Revenues and Gains</b>					
OMRDD	\$ 5,450,162	\$ 0	\$ 0	\$ 0	\$ 5,450,162
Consumer Fees	1,682,315	0	0	0	1,682,315
County	102,497	0	0	0	102,497
Food Stamps Revenue	322,605	0	0	0	322,605
New York State Department of Education	606,298	0	0	0	606,298
New York State Department of Transportation	175,982	0	0	0	175,982
Child Development Program	458,812	0	0	0	458,812
OMH	152,125	0	0	0	152,125
Medicaid	18,267,590	0	0	0	18,267,590
Subcontract	2,342,909	0	0	0	2,342,909
Contributions	211,020	0	0	0	211,020
Rent	0	261,404	63,150	(300,955)	23,599
Investment Return	227,091	0	0	0	227,091
Other Supported Employment	370,313	0	0	0	370,313
Camp Fees	3,600	0	0	0	3,600
Interest Income	42,138	6,985	135	0	49,258
Miscellaneous	196,350	0	0	0	196,350
HRA Income	231,313	0	0	0	231,313
Prior Year's Adjustments	16,574	0	0	0	16,574
Total Revenues and Gains	30,859,694	268,389	63,285	(300,955)	30,890,413
<b>Expenses</b>					
Program Services					
Residential	8,723,116	0	0	(65,127)	8,657,989
Community and Family	3,697,701	0	0	(23,304)	3,674,397
Children Services	740,192	0	0	(6,185)	734,007
Vocational	4,706,242	0	0	(75,744)	4,630,498
Employment Services	2,577,940	0	0	(21,627)	2,556,313
Day Services	5,398,989	0	0	(55,452)	5,343,537
Transportation	1,816,895	0	0	0	1,816,895
Total Program Services	27,661,075	0	0	(247,432)	27,413,636
Holding Companies	0	311,457	51,212	0	362,669
Management and General	2,596,851	0	0	(53,516)	2,543,335
Total Expenses	30,257,926	311,457	51,212	(300,955)	30,319,640
Change in Unrestricted Net Assets	601,768	(43,068)	12,073	0	570,773
Net Assets at Beginning of Year	7,047,099	1,300,984	(60,333)	0	8,287,750
Net Assets at End of Year (Deficit)	\$ 7,648,867	\$ 1,257,916	\$ (48,260)	\$ 0	\$ 8,858,523

**THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES**  
**CONSOLIDATING STATEMENT OF FINANCIAL POSITION**

December 31, 2008

	Assets				Eliminating Entry	Consolidated
	ARC	14AA	L&L			
<b>Current Assets</b>						
Cash and Cash Equivalents	\$ 5,644,085	\$ 157,499	\$ 21,573	\$ 0	\$ 5,823,157	
Accounts Receivable, Net						
Funding	2,485,566	0	230	0	2,485,796	
Subcontract	161,294	0	0	0	161,294	
Miscellaneous	194,499	6,039	0	0	200,538	
Due from Affiliates	62,311	0	0	(62,311)	0	
Prepays	51,291	53,283	2,622	0	107,196	
Inventory	459,760	0	0	0	459,760	
Investments	1,540,309	0	0	0	1,540,309	
Total Current Assets	10,599,115	216,821	24,425	(62,311)	10,778,050	
<b>Property and Equipment</b>						
Land	475,075	305,676	1,000	0	781,751	
Buildings and Improvements	7,927,551	4,609,239	281,457	0	12,818,247	
Furniture and Equipment	1,623,147	0	1,105	0	1,624,252	
Vehicles	1,669,250	0	0	0	1,669,250	
Total Property and Equipment	11,695,023	4,914,915	283,562	0	16,893,500	
Accumulated Depreciation	3,929,560	2,487,042	254,562	0	6,671,164	
Net Property and Equipment	7,765,463	2,427,873	29,000	0	10,222,336	
<b>Other Assets</b>						
Intangible Assets	171,346	108,053	0	0	279,399	
Accumulated Amortization	62,282	54,072	0	0	116,354	
Total Other Assets	109,064	53,981	0	0	163,045	
<b>Total Assets</b>	<u>\$ 18,473,642</u>	<u>\$ 2,698,675</u>	<u>\$ 53,425</u>	<u>\$ (62,311)</u>	<u>\$ 21,163,431</u>	

(Continued)

**THE ARC, ONEIDA-LEWIS CHAPTER NYSARC & AFFILIATES**  
**CONSOLIDATING STATEMENT OF FINANCIAL POSITION**

December 31, 2008

(Continued)

	Liabilities and Net Assets				Eliminating Entry	Consolidated
	ARC	14AA	L&L	L&L		
<b>Current Liabilities</b>						
Accounts Payable-Trade	\$ 1,185,340	\$ 2,000	\$ 2,621	\$ 0	\$ 0	\$ 1,189,961
Accounts Payable - Other	386,434	0	0	0	0	386,434
Due to Affiliates	0	34,384	27,927	(62,311)	0	0
Accrued Liabilities	2,861,156	3,895	0	0	0	2,865,051
Deferred Revenue	668,449	0	0	0	0	668,449
Current Portion of Long-Term Debt	389,839	139,153	6,979	0	0	535,971
Current Portion of Capital Leases	355,522	0	0	0	0	355,522
Total Current Liabilities	<u>5,846,740</u>	<u>179,432</u>	<u>37,527</u>	<u>(62,311)</u>	<u>0</u>	<u>6,001,388</u>
<b>Long-Term Liabilities</b>						
Accounts Payable-Other	136,142	0	0	0	0	136,142
Long-Term Debt Less Current Portion	4,831,162	1,218,259	76,231	0	0	6,125,652
Capital Leases Less Current Portion	612,499	0	0	0	0	612,499
Total Long-Term Liabilities	<u>5,579,803</u>	<u>1,218,259</u>	<u>76,231</u>	<u>0</u>	<u>0</u>	<u>6,874,293</u>
<b>Total Liabilities</b>	<u>11,426,543</u>	<u>1,397,691</u>	<u>113,758</u>	<u>(62,311)</u>	<u>0</u>	<u>12,875,681</u>
<b>Net Assets</b>						
Unrestricted (Deficit)	7,047,099	1,300,984	(60,333)	0	0	8,287,750
Total Net Assets (Deficit)	<u>7,047,099</u>	<u>1,300,984</u>	<u>(60,333)</u>	<u>0</u>	<u>0</u>	<u>8,287,750</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 18,473,642</u>	<u>\$ 2,698,675</u>	<u>\$ 53,425</u>	<u>\$ (62,311)</u>	<u>\$ 0</u>	<u>\$ 21,163,431</u>



THE ARC, ONEDA-LEWIS CHAPTER NYSARC & AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITY

For the Year Ended December 31, 2008

	ARC	14AA	L&L	Eliminating Entry	Consolidated
<b>Revenues and Gains</b>					
OMRDD	\$ 6,512,057	\$ 0	\$ 0	\$ 0	\$ 6,512,057
Consumer Fees	1,576,048	0	0	0	1,576,048
County	102,497	0	0	0	102,497
New York State Department of Education	644,947	0	0	0	644,947
Child Development Program	466,046	0	0	0	466,046
OMH	155,907	0	0	0	155,907
Medicaid	16,840,883	0	0	0	16,840,883
Subcontract	2,567,017	0	0	0	2,567,017
Contributions	264,776	0	0	0	264,776
Rent	0	261,523	62,210	(298,651)	25,082
Investment Return	(237,528)	(196,882)	0	0	(434,410)
Other Supported Employment	396,448	0	0	0	396,448
Camp Fees	9,725	0	0	0	9,725
Interest Income	67,086	14,167	201	0	81,454
Miscellaneous	141,779	6,106	0	0	147,885
Transfer with Holding Company	736,839	(736,839)	0	0	0
Prior Year's Adjustments	268,049	0	0	0	268,049
<b>Total Revenues and Gains</b>	<b>30,512,576</b>	<b>(651,925)</b>	<b>62,411</b>	<b>(298,651)</b>	<b>29,624,411</b>
<b>Expenses</b>					
Program Services					
Residential	8,124,329	0	0	(63,556)	8,060,773
Community and Family	3,526,742	0	0	(20,514)	3,506,228
Children Services	811,014	0	0	(6,069)	804,945
Vocational	5,059,734	0	0	(75,744)	4,983,990
Employment Services	2,556,298	0	0	(21,606)	2,534,692
Day Services	5,090,919	0	0	(67,179)	5,023,740
Transportation	1,813,827	0	0	0	1,813,827
Total Program Services	26,982,863	0	0	(254,668)	26,728,195
Holding Companies	0	315,498	54,454	0	369,952
Management and General	2,436,172	0	0	(43,983)	2,392,189
Total Expenses	29,419,035	315,498	54,454	(298,651)	29,490,336
Change in Unrestricted Net Assets	1,093,541	(967,423)	7,957	0	134,075
Net Assets at Beginning of Year	5,953,558	2,268,407	(68,290)	0	8,153,675
Net Assets at End of Year (Deficit)	\$ 7,047,099	\$ 1,300,984	\$ (60,333)	\$ 0	\$ 8,287,750

## **Appendix J: Corporate Compliance Plan**

**Attach a copy of the Contractor's Corporate Compliance Plan  
(see pgs. 12-13 in the main body of this Agreement).**

**Resubmit only when revised or updated.**

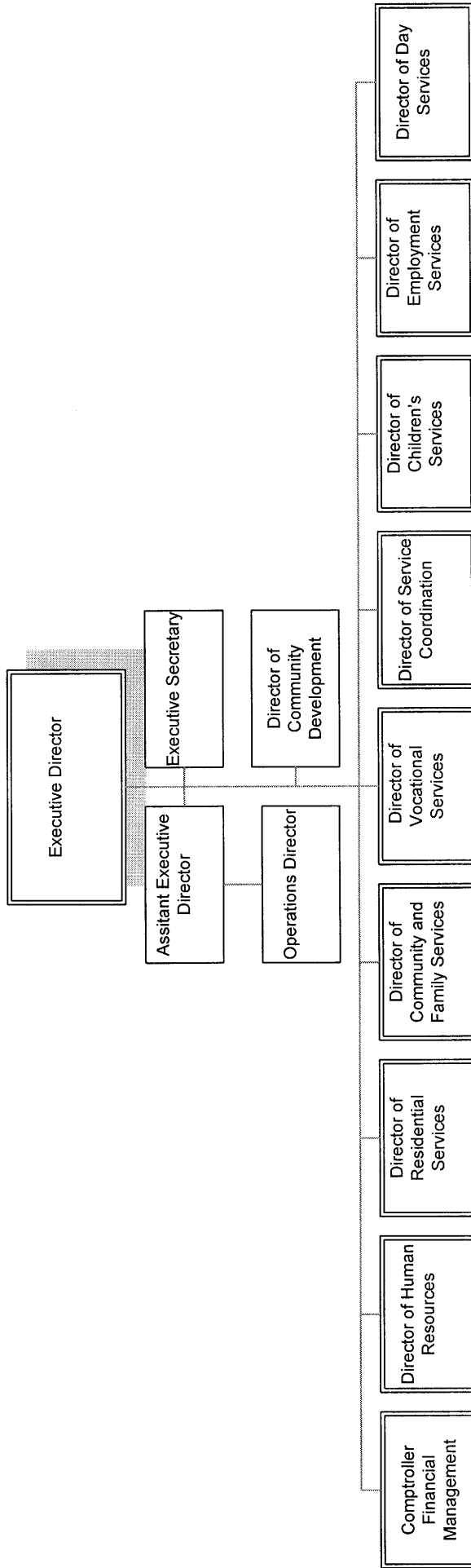
**Included in Appendix B I. C**

# **Appendix K: Organizational Chart**

**Attach a copy of the Contractor's Organizational Chart.  
Resubmit only when revised or updated.**

# The Arc, Oneida-Lewis Chapter, NYSARC

3/23/2009



## Appendix L: Service Utilization

USING THE TEMPLATE PROVIDED (SEE ATTACHED), PLEASE SUBMIT THE FOLLOWING PROGRAM-SPECIFIC INFORMATION:

- TOTAL ANNUAL (SPECIFY YEAR) UNITS OF SERVICE FOR EACH CONTRACT PROGRAM. REMEMBER TO CLEARLY DEFINE WHAT YOU MEAN BY A “UNIT OF SERVICE”.
- UNDUPLICATED COUNT OF TOTAL NUMBER OF PERSONS SERVED ANNUALLY (SPECIFY YEAR) IN EACH CONTRACT PROGRAM.
- OF THOSE PERSONS SERVED, ANNUAL (SPECIFY YEAR) COST PER PERSON IN EACH CONTRACT PROGRAM. PLEASE SPECIFY IF THIS COST IS A GROSS, NET OR AVERAGE CALCULATION.

ADDITIONALLY, YOU ARE EXPECTED TO REPORT THE ABOVE DATA TO OCDMH ON A YEAR-TO-DATE (YTD) BASIS AT LEAST QUARTERLY.

RESPONSIBLE STAFF SHOULD BE IDENTIFIED AND A PHONE NO. PROVIDED.

~~Number utilizing transportation services~~

Appendix **A** Units of Service/Persons Served  
(Unit of service is one hour of direct service delivery)

- To be reported on a quarterly basis:

*see attached*

- Total Units of Service
  - Intensive Direct
  - Extended Direct
- Unduplicated Count of Total Number of Persons Served
  - Intensive
  - Extended
- Annual cost per person served in OMH
  - Extended Services

*Joanne Donaruma*

Agency Staff Responsible for Employment Programs  
Joanne Donaruma, Director of Employment Services  
315 272 1617  
[jadona@thearcolc.org](mailto:jadona@thearcolc.org)

ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH

CONTRACT AGENCY - The Arc Oneida-Lewis Chapter

CONTRACT YEAR X 2010  2011  2012  2013

CONTRACT PERIOD X Q1  Q2  Q3  Q4

SERVICE UTILIZATION

SERVICE PROGRAM	SERVICE PROGRAM CODE	TOTAL NO. OF PERSONS SERVED (UNDUPLICATED)	TOTAL NO. OF SERVICE UNITS	DEFINITION OF SERVICE UNIT	COST PER PERSON SERVED	COMMENTS
ACE Intensive Employment Services	1380	339.12	34	1 unit equals one hour of service	N/A	Annual contract \$21,710
OISE Extended Employment Services	4340	436.00	34	1 unit equals one hour of service	\$2865	Annual contract \$97,424
97424						

SUBMITTED BY: *[Signature]*

DATE: 10/25/10

**Oneida County OMH Quarterly Report 2010**  
**Employment Services**  
**Supported Employment**

Reporting Quarter

- Jan – Mar   X
- Apr – Jun
- Jul – Sep
- Oct – Dec

Number OMH served intensive	34
Number OMH new referrals	6
Number OMH placed in a job	4
Number OMH served extended	34
Number OMH entering extended services	3
Number OMH job termed	0
Number OMH achieved 90 days employed	0
Number OMH currently employed in extended	31
Number OMH utilizing transportation services	1

Intensive (ACE)

Direct Units of Service	568.25
Indirect Units of Service	224.91
Unduplicated Number Served	34

Extended (OISE)

Direct Units of Service	580.5
Unduplicated Number Served	34
Annual Cost per Person	<del>\$3,000</del> \$2685



ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH

CONTRACT AGENCY - The Arc Oneida-Lewis Chapter

CONTRACT YEAR X 2010  2011  2012  2013

CONTRACT PERIOD Q1  Q2  Q3  Q4

SERVICE UTILIZATION

SERVICE PROGRAM	SERVICE PROGRAM CODE	TOTAL NO. OF PERSONS SERVED (UNDUPLICATED)	TOTAL NO. OF SERVICE UNITS	DEFINITION OF SERVICE UNIT	COST PER PERSON SERVED	COMMENTS
ACE Intensive Employment Services	1380	622.50	36	1 unit equals one hour of service	N/A	Annual contract \$21,710
OISE Extended Employment Services	4340	623.00	37	1 unit equals one hour of service	\$2,633	Annual contract \$97,424

SUBMITTED BY: J. Maruma DATE: 10/25/10

**Oneida County OMH Quarterly Report 2010**  
**Employment Services**  
**Supported Employment**

Reporting Quarter

- Jan – Mar \_\_\_\_\_
- Apr – Jun   X
- Jul – Sep \_\_\_\_\_
- Oct – Dec \_\_\_\_\_

Number OMH served intensive	36
Number OMH new referrals	7
Number OMH placed in a job	6
Number OMH served extended	37
Number OMH entering extended services	3
Number OMH job termed	4
Number OMH achieved 90 days employed	3
Number OMH currently employed in extended	33
Number OMH utilizing transportation services	1

Intensive (ACE)

Direct Units of Service	622.50
Indirect Units of Service	296.56
Unduplicated Number Served	36

Extended (OISE)

Direct Units of Service	623
Indirect Units of Service	163
Unduplicated Number Served	37
Annual Cost per Person	<del>\$3000</del> <sup>\$</sup> 2633

ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH

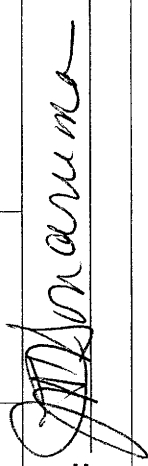
CONTRACT AGENCY - The Arc Oneida-Lewis Chapter

CONTRACT YEAR X 2010  2011  2012  2013

CONTRACT PERIOD Q1  Q2  Q3  Q4

SERVICE UTILIZATION

SERVICE PROGRAM	SERVICE PROGRAM CODE	TOTAL NO. OF PERSONS SERVED (UNDUPLICATED)	TOTAL NO. OF SERVICE UNITS	DEFINITION OF SERVICE UNIT	COST PER PERSON SERVED	COMMENTS
<u>ACE</u> Intensive Employment Services	1380	37	491.25	1 unit equals one hour of service	N/A	Annual contract \$21,710
<u>OISE</u> Extended Employment Services	4340	37	560.25	1 unit equals one hour of service	\$2865.41	Annual contract \$97,424

SUBMITTED BY:  DATE: 10/25/10

**Oneida County OMH Quarterly Report 2010**  
**Employment Services**  
**Supported Employment**

Reporting Quarter

- Jan – Mar \_\_\_\_\_
- Apr – Jun \_\_\_\_\_
- Jul – Sep   X
- Oct – Dec \_\_\_\_\_

Number OMH served intensive	37
Number OMH new referrals	8
Number OMH placed in a job	5
Number OMH served extended	37
Number OMH entering extended services	3
Number OMH job termed	2 (intensive) 2 (extended)
Number OMH achieved 90 days employed	2
Number OMH currently employed in extended	34
Number OMH utilizing transportation services	1

Intensive (ACE)

Direct Units of Service	491.25
Indirect Units of Service	421.00
Unduplicated Number Served	37

Extended (OISE)

Direct Units of Service	560.25
Unduplicated Number Served	<del>34</del> 37 corrected 10/25/10
Annual Cost per Person	\$3000 <del>2685</del>

## Appendix ~~M~~ Performance Measurement

PLEASE INCLUDE YOUR PERFORMANCE MEASUREMENT PLAN SPECIFIC TO THE PROGRAMS AND SERVICES OUTLINED IN THIS CONTRACT. IT SHOULD CONTAIN ANY RELEVANT PERFORMANCE MEASUREMENT ACTIVITIES, INCLUDING ANY INDICATORS (INPUT/PROCESS/OUTPUT/OUTCOME) DEVELOPED OR EXPECTED TO BE DEVELOPED DURING THE TERM OF THE CONTRACT AND ANY DATA COLLECTION METHODS USED.

AS A NEW REQUIREMENT, YOU ARE EXPECTED TO SUBMIT TO OCDMH A QUARTERLY QUALITY ASSURANCE REPORT SHOWING THE RESULTS OF ANY PERFORMANCE MEASURES IN PLACE DURING THE PRECEDING THREE-MONTH PERIOD.

AGENCY STAFF RESPONSIBLE FOR THIS TASK SHOULD BE IDENTIFIED AND A PHONE NUMBER PROVIDED. Victoria Hillebrand – 272-1589

The outcome we hope to achieve is **Respite for Families:**

Living with a person diagnosed with a developmental disability affects the entire family – parents, siblings, and in some families, grandparents, aunts, uncles, and cousins. Meeting the complex needs of people with disabilities can put families under a great deal of stress – emotional, financial and sometimes even physical. Respite can give parents and other family caregivers a needed break and help maintain family well-being. “Respite” for families comes in many forms. However, at this time agencies are limited by a lack of respite hours and/or a lack of workers. We continue to work with families to ensure that they will be able to enjoy some much needed time away from their care giving duties.

Our summer camp program allows those that care for a person with a developmental disability to enjoy respite, as well as allows the individual to participate in a quality recreational activity(s) in a safe supervised activity. Campers can choose from a wide variety of recreational activities.

## **Appendix M: Performance Measurement**

PLEASE INCLUDE YOUR PERFORMANCE MEASUREMENT PLAN SPECIFIC TO THE PROGRAMS AND SERVICES OUTLINED IN THIS CONTRACT. IT SHOULD CONTAIN ANY RELEVANT PERFORMANCE MEASUREMENT ACTIVITIES, INCLUDING ANY INDICATORS (INPUT/PROCESS/OUTPUT/ OUTCOME) DEVELOPED OR EXPECTED TO BE DEVELOPED DURING THE TERM OF THE CONTRACT AND ANY DATA COLLECTION METHODS USED.

USING THE TEMPLATE PROVIDED (SEE ATTACHED), YOU ARE EXPECTED TO SUBMIT TO OCDMH A QUARTERLY PERFORMANCE MEASUREMENT REPORT SHOWING THE RESULTS OF ANY INDICATORS/MEASURES IN PLACE DURING THE PRECEDING THREE-MONTH PERIOD. A CUMULATIVE ANNUAL PERFORMANCE MEASUREMENT REPORT SHOULD ALSO BE PROVIDED.

AGENCY STAFF RESPONSIBLE FOR THIS TASK SHOULD BE IDENTIFIED BY NAME AND PHONE NO.

## PERFORMANCE MEASUREMENT DOMAINS

DOMAIN	DEFINITION
Acceptability	Services provided meet expectations of service users, community, providers and government.
Accessibility	Ability of people to obtain services at the right place and right time based on needs.
Appropriateness	Services provided are relevant to service user needs and based on established standards.
Competence	Knowledge, skills and actions of individuals providing services are appropriate to service provided.
Continuity	The system is sustainable, comprehensive, and has the capacity to provide seamless and coordinated services across programs, practitioners, organizations, and levels of service, in accordance with individual need.
Effectiveness	Services, intervention or actions achieve desired results.
Efficiency	Organizations / programs achieve desired results with the most cost-effective use of resources.
Safety	Organizations / programs avoid or minimize potential risks or harms to consumers, families, mental health staff and the community associated with the intervention / lack of intervention or the environment.
Source: Mental Health Accountability Framework (Ontario Ministry of Health and Long-Term Care, 2003)	

## TYPE OF INDICATOR/MEASURE

TYPE	DEFINITION
Input	Gauges whether a program has the needed resources to provide an identified scope of services, e.g. money, facilities, clients, program staff, etc. Input indicators have long been considered important because of the belief that lack of resources explains poor quality of care in certain instances. While this is not always the case, inadequate resources can compromise the overall quality of health care.
Process	Measures how well program activities are being carried out, e.g. clients are served/counseled, length of waiting times, follow up of missed appointments, current and up-to-date documentation, etc. Process indicators are used to pinpoint problems in service delivery and to suggest specific solutions, which can be helpful for day-to-day decision-making.
Output	Measures results at the program level. Examples include number of units of service (defined), number of unduplicated clients served, cost per service per client, etc.
Outcome	Measures the program's short-term and long-term impact upon the target population receiving services. Examples include indicators related to increased mental health, i.e. functioning and symptom distress, and where appropriate, the ability to live, work, recreate, volunteer, attend school and have social relationships in the community. There is a definite similarity between output and outcome indicators, both of which may be influenced by factors outside the program's control, such as the social and economic characteristics of the clientele. By linking process and outcome indicators, however, programs can document changes in services that improve outcomes.

Sources: *Population Reports*, Population Information Program, Center for Communication Programs, The John Hopkins School of Public Health, Volume XXVI, Number 3, November, 1998 - *Series J, Number 47*); National Association of State Mental Health Program Directors (NASMHPD) Statement on Performance Measures, adopted July 20, 1996.



**ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH**

CONTRACT AGENCY - \_\_\_\_\_

CONTRACT YEAR  2011  2012  2013

CONTRACT PERIOD  Q1  Q2  Q3  Q4  Annual

**PERFORMANCE MEASUREMENT**

SERVICE/ PROGRAM	DOMAIN ACCEPTABILITY APPROPRIATENESS COMPETENCE CONTINUITY EFFECTIVENESS SAFETY	INDICATOR/ MEASURE	QUARTERLY/ ANNUAL RESULTS	TYPE INPUT PROCESS OUTPUT OUTCOME	PRIORITY HIGH MEDIUM LOW	BENCHMARK	DATA COLLECTION SOURCE(S)	TITLE(S) OF RESPONSIBLE STAFF

SUBMITTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH

CONTRACT YEAR - 2011

CONTRACT AGENCY - The Arc, Oneida-Lewis County, NYSARC

PERFORMANCE MEASUREMENT PROGRAM

<u>PROGRAM/ SERVICE</u>	<u>DOMAIN</u> ACCEPTABILITY APPROPRIATENESS COMPETENCE CONTINUITY EFFECTIVENESS EFFICIENCY SAFETY	<u>INDICATOR/ MEASURE</u>	<u>TYPE</u> PROCESS INPUT OUTPUT OUTCOME	<u>PRIORITY</u> HIGH MEDIUM LOW	<u>BENCHMARK</u>	<u>DATA COLLECTION SOURCE(S)</u>	<u>TITLE(S) OF RESPONSIBLE STAFF</u>
Summer Day Camp (Respite for families and recreation for individuals)	Acceptability: All services developed by the Arc both through Community and Family Services are developed with the input of the recipients and their families along with best practices in the field of developmental disabilities.	We will measure the number of individuals receiving services per year, the number of people that come back year after year, as well as the number of families that use our Day Camp for respite.	Outcome: To offer families respite from the every day task of caring for their child and to offer the child the opportunity to socialize with their peers in a safe secure setting.	High: Typical summer day camps are not geared to take care of the behavioral / medical concerns of many of our campers.	The benchmark will be measured in two different methods. By: 1. number of people served. 2. summarization of positive and negative comments within the consumer survey	Data will be collected through the consumer/family surveys and attendance of individuals within program.	Victoria Hillebrand, Director of Community Respite along with input from the Activities Specialist and Camp Staff.
	Competence: All staff delivering services within the Summer Day Camp Program have appropriate education and most are working on advanced degrees enhanced by specialized training both in the classroom and on the job which allows them to deliver services of a level specialized to the population served.	The number of staff that are interested in working in the field.	Input: The number of staff that are continuing their education to pursue a career in the Human Services field.	Medium	The number of staff that return to camp each year while they are pursuing higher education.	Staff Appraisals and surveys.	Activities Specialists
	Safety: The services focus specifically on meeting the needs of individuals within our programs. Input is also received from the families and individuals receiving services guided by best practice standards within the developmental disability field.	The number of incidents that occur at Camp.	Output: Output will be measured by The umber of medical/behavioral incidents that occur at camp.	High	Staff receive training appropriate to the Camp Program. There is a Nurse on site at all times to ensure the safety and well being of all campers.	Incident Management System	Director of Community and Family Services.

## Appendix M Performance Measurement

PLEASE INCLUDE YOUR PERFORMANCE MEASUREMENT PLAN SPECIFIC TO THE PROGRAMS AND SERVICES OUTLINED IN THIS CONTRACT. IT SHOULD CONTAIN ANY RELEVANT PERFORMANCE MEASUREMENT ACTIVITIES, INCLUDING ANY INDICATORS (INPUT/PROCESS/OUTPUT/ OUTCOME) DEVELOPED OR EXPECTED TO BE DEVELOPED DURING THE TERM OF THE CONTRACT AND ANY DATA COLLECTION METHODS USED.

AS A NEW REQUIREMENT, YOU ARE EXPECTED TO SUBMIT TO OCDM A QUARTERLY QUALITY ASSURANCE REPORT SHOWING THE RESULTS OF ANY PERFORMANCE MEASURES IN PLACE DURING THE PRECEDING THREE-MONTH PERIOD.

AGENCY STAFF RESPONSIBLE FOR THIS TASK SHOULD BE IDENTIFIED AND A PHONE NO. PROVIDED.

The method which will be utilized to measure performance and positive outcomes of attending vocational programming will be a unit of service (5 hours per day in program) and consumer surveys. Through the use of an outcome indicator checklist and consumer surveys parents and caregivers, along with individuals with disabilities will indicate how attendance within the vocational programming has positively affected their ability to maintain improved life quality and self-sufficiency in the community. Please see the attached questionnaire which will be presented on an annual basis to all individuals affected by the Are vocational programs. On a quarterly basis questionnaires will be analyzed and summarized for the individuals with disabilities and their care takers affected by their involvement in the vocational program. Through this methodology, not only will areas of improvement be identified, but individual positive outcomes can be measured and program improvement needs will be focused upon.

The staff member responsible for submitting the quarterly reports will be Michael DiNitto, who can be reached at 315 2721701 Monday thru Friday from 8:30 -4:00.

# ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH

CONTRACT AGENCY - The Arc, Oneida-Lewis County, NYSARC

CONTRACT YEAR - 2010

CONTRACT PERIOD  1/1/10-3/31/10  4/1/10-6/30/10  7/1/10-9/30/10  10/1/10-12/31/10

## PERFORMANCE MEASUREMENT

<u>SERVICE/ PROGRAM</u>	<u>DOMAIN</u> ACCEPTABILITY APPROPRIATENESS COMPETENCE CONTINUITY EFFECTIVENESS EFFICIENCY SAFETY	<u>INDICATOR/ MEASURE</u>	<u>QUARTERLY RESULTS</u>	<u>TYPE</u> INPUT PROCESS OUTPUT OUTCOME	<u>PRIORITY</u> HIGH MEDIUM LOW	<u>BENCHMARK</u>	<u>DATA COLLECTION SOURCE(S)</u>	<u>TITLE(S) OF RESPONSIBLE STAFF</u>
Vocational Services	Accessibility Appropriateness Effectiveness	Participants will remain eligible and appropriate to receive vocational services training vs. transfer to a more costly program.		Outcome	High	The cost saving generated by attendance in the Vocational program will be calculated on an accumulative basis and updated 1/4 ly.	Program evaluation & attendance records	Michaleen Mahoney, Clinical Director Steven Nicotera, Assistance Director of Vocational Services Kristina Williams, Billing & Compliance Assistant
	Effectiveness Appropriateness Competence	Participants will report an improved quality of life as a result of their involvement in the vocational services training program.		Input Outcome	High	39% or higher of "YES" responses are received per quarter to Question No. 3.	Consumer Survey Questionnaire	Same as above
	Effectiveness Appropriateness Competence	Participants will report that their involvement in the vocational services training program enables them to maintain the home setting of their choice.		Input Outcome	High	80% or higher of "YES" responses are received per quarter to Question No. 5.	Consumer Survey Questionnaire	Same as above
	Effectiveness Appropriateness Competence	Participants will report positive self-esteem related to earning a paycheck for use in meeting personal needs.		Input Outcome	High	80% or higher of "YES" responses are received per quarter to Question No. 7.	Consumer Survey Questionnaire	Same as above

SUBMITTED BY: Mike DiNitto

DATE: July 23, 2010

## Appendix M Performance Measurement

- NYISER Reports will be sent to OMH quarterly

The Arc's Employment Services Mental Health Contract began in Oneida County April '99 as part of a collaborative County Vocational Proposal. The goal of the project was to increase the number of people with psychiatric disabilities who get and retain independent, unsubsidized employment and to encourage changes among the providers and agencies serving people with mental illness in employment programs in helping them achieve their goals.

The Arc has been operating a successful Supported Employment program since 1986 and has served individuals with dual-diagnosis since that time. Providing employment services to individuals with mental health issues requiring long term supported employment began with the County Vocational Proposal. The purpose was not to assist individuals in the MH system to become work-ready, but, rather, to strengthen the view that work is an important component of the treatment process. As part of this project, The Arc participated in a Coalition facilitated the Office of Mental Health consisting of the various service providers that were a part of this project, as well as individuals with mental illness. The workgroup discussed the primary barriers that effect job retention of individuals with mental illness such as lack of knowledge of work incentives, discrimination by potential employers, lack of focus on work by service providers, lack of a career focus by consumers, fear of working, life issues that present as barriers to employment, recurring symptoms/setbacks and transportation barriers.

The Arc's Supported Employment Program for individuals with Mental Illness has demonstrated that on going supports are necessary in order for individuals to be successful in integrated employment. Staff act as advocates to the individual as well as a support to the employer. Information provided in this survey included those individuals demonstrating the need for long-term job retention supports. Staff work in collaboration with VESID in providing the intensive supports needed.

Employment Services has a system of reviews in place at assist with the overall effectiveness of the program. Individuals are referred by VESID for pre-employment services. OMH assists with the provision of services beyond employment support. Typically it is the "other" barriers that accompany mental illness that create chaos in one's life causing them to be unsuccessful in obtaining and maintaining employment.

- Tracking will occur on a quarterly basis and will include:

*see attached.*

### OMH Intensive:

- Number served in pre employment
- Number new referrals
- Number placed in a job

### MH Extended:

- Number served in extended
- Number job termed
- Number employed in extended
- Number achieved 90 days employed



## **Appendix N: Miscellaneous/Other**

**List/attach any additional information considered relevant to this Agreement.**

ANTHONY J. PICENTE, JR.  
County Executive



ROBERT J. ROTH  
Director

## ONEIDA COUNTY YOUTH BUREAU

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
Phone: (315) 798-5027 ♦ Fax: (315) 798-6438

FN 20 10 - 451

Honorable Anthony J. Picente, Jr.  
County Executive  
800 Park Avenue  
Utica, NY 13501

EDUCATION, YOUTH

### WAYS & MEANS

Dear Mr. Picente:

Pursuant to the Board of Legislators Resolution # 291 of 1977 and the Oneida County Charter and Administrative Code, I hereby recommend the following appointments to the Oneida County Youth Bureau Advisory Board.

Appointment to a Two Year term Expiring on 1/31/13

Mike Colangelo  
200 Base Road Suite 3  
Oriskany, NY 13424

Gary Heenan  
6715 Dix Road  
Rome, NY 13440

Jolene Rocco  
5105 Indian Town Road  
Vernon, NY 13476

Danelle DePeyster  
2 Knoll Road  
Utica, NY 13501

Matt Kemp  
1584 Seymour Avenue  
Utica, NY 13501

Anthony Spado  
607 Beech Street  
Rome, NY 13440

Amy Dickinson  
22 Elm Street  
Clinton, NY 13323

Ralph Leo  
9485 Jaclyn Avenue  
Sauquoit, NY 13456

Patrick Sullivan  
6354 Trenton Road  
Utica, NY 13502

Steve Gigliotti  
2216 Portal Road  
Utica, NY 13502

Brandon Long  
948 Cherry Street  
Utica, NY 13502

David Zogby  
5 Wetmore Street  
New York Mills, NY 13417

Damien Golden  
724 Locust Drive  
Utica, NY 13502

Brian Lynch  
63 Second Street  
Camden, NY 13316

\*Peter Caruso  
2 Parkway Circle  
Utica, NY 13501

Daniel Griffiths  
138 St. Mary's Avenue  
Clinton, NY 13323

Martin Nemecek  
106 Memorial Parkway  
Utica, NY 13501

\*Brian Miller  
9195 Red Hill Road  
New Hartford, NY 13413

Elaine Hage  
17 Talcott Road  
Utica, NY 13502

David O'Brien  
124 East Bacon Street  
Waterville, NY 13480

\*\*Kierra Arthur  
503 Woodburne Drive  
Utica, NY 13502

\*\*Brianna Kiesel  
504 Herkimer Road  
Utica, NY 13502

\*\*Jeff Pilipczuk  
1650 Conking Avenue  
Utica, NY 13501

To insure the Youth Bureau is serving the needs and interests of the youth of this area, we have appointed three (3) youth to the Youth Bureau Advisory Board. \*\* Denotes Youth Members.


RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC -9 PM 2:33



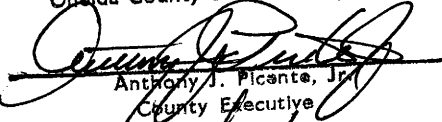
In compliance with the Oneida County Youth Bureau By-Laws, we have appointed two (2) County Legislators to serve in an ex-officio capacity. One of the legislators is required to be a member of the Education and Youth Committee. \*Denotes County Legislator.

We, therefore, request that you approve these appointments and forward to the County Board of Legislators

Very truly yours,

  
Robert J. Roth  
Oneida County Youth Bureau Director

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

  
Anthony J. Picante, Jr.  
County Executive  
Date 12/7/10

ANTHONY J. PICENTE, Jr., *County Executive*  
JOHN R. KENT, Jr., *Commissioner*

(315) 798-5710  
FAX (315) 798-5852  
planning@ocgov.net



**Oneida County Department of Planning**  
Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

November 30, 2010

FN 20 10-452

Mr. Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

**ECONOMIC DEVELOPMENT  
& TOURISM WAYS & MEANS**

Re: FTA Section 5307 Operating Assistance 2011 Annual  
Service Agreement

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC -9 PM 2:33

Dear County Executive Picente:

The Federal Transit Act provides funds for the payment of up to 50 percent of the operating deficits for public transportation systems providing scheduled mass transit services in the urbanized areas of the country. The same law allows the use of federal funds for up to 80 percent of the cost of the preventative maintenance and capital purchases. These funds are distributed on an annual basis through the Section 5307 Urbanized Areas Formula Grant from the Federal Transit Administration (FTA). Oneida County is the designated recipient of federal funds for Birnie Bus Tours Inc. who provides public transit services in this area.

According to the HOCTS Transportation Improvement Program (TIP), total costs of the urban public transportation service provided by Birnie Bus Tours Inc. for 2011 should be \$693,000 for Section 5307. Up to 50% of the total costs should be covered with FTA funding, 40% with NYSDOT funding and the 10% local share provided by Birnie Bus Tours. There is no cost to the County.

In order for Birnie Bus to continue providing public transportation service, the Board of Legislators need to authorize the Oneida County Executive to sign the annual service agreement with Birnie Bus Service Inc., which is based on the previous years cost. The actual costs of the service and funding amounts in the agreement will be adjusted once the federal appropriation bill is approved.

I request that you recommend to the Oneida County Board of Legislators for its consideration and approval the attached resolution authorizing you, as the Oneida County Executive, to sign the 2011 Annual Service Agreement with Birnie Bus Tours Inc.

If you have any question regarding this agreement, Harry Miller and I would be pleased to discuss this matter with you at your convenience.

Sincerely,

*John R. Kent, Jr.*

John R. Kent Jr.  
Commissioner

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive

Date 12/7/10

**INTRODUCTORY  
NO.**

**F.N. 2011 -**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY:**

**2nd BY:**

**RE: RESOLUTION AUTHORIZING THE SIGNING OF THE CONTINUATION OF 2010 SERVICE AGREEMENT FOR PUBLIC TRANSPORTATION SERVICE PROVIDED BY THE BIRNIE BUS SERVICE INC IN 2011**

Resolution authorizing the signing of the annual service agreement for public transportation service in the Utica urbanized area with Birnie Bus Service Inc. and its funding with the Federal Transit Administration (FTA), Section 5307 Urbanized Formula Grant and New York State Operating Assistance

WHEREAS, the Federal Transit Administration should approve funds to Oneida County under the Section 5307 of the Title 49, Chapter 53 US Code transit section to aid in the financing of capital expenses and/ or operating deficits for the Birnie Bus Tours, Inc., and

WHEREAS, the FFY 2011 Federal Transportation Administration appropriated funds should cover operating and preventive maintenance expenses and grant administration expenses; and

WHEREAS, the Birnie Bus Tours Inc will provide the required local share, and now, therefore be it hereby

RESOLVED, That the Oneida County Executive is authorized to execute the 2011 Annual Service Agreement with Birnie Bus Tours Inc., insuring that the transportation service provider will provide services, meet required federal regulations and provide the required local matching funds.

APPROVED: Economic Development & Tourism Committee ( )  
Ways & Means Committee)

DATED:

Adopted by the following vote:

AYES \_\_\_ NAYS \_\_\_

Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**  
County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

December 1, 2010

Honorable Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

FN 20 10-453  
**HUMAN RESOURCES**  
**WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC 19 PM 2:11

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

The Oneida County PINS Adjustment Services Program is an intervention and treatment program coordinated by the Oneida County Department of Social Services and Probation Department. It is designed to divert from Family Court and Institutional placement those youth who are at serious risk of being taken to Family Court as a Person in Need of Supervision (PINS) because they have been persistently incorrigible and / or truant. If the Probation Department determines that the case is eligible for Adjustment Services, then a complete psycho-social assessment with related referrals and evaluation of families and youth is conducted by the Oneida County Mental Health Department. The Committee on Appropriate Placement (CAP) will recommend an appropriate service plan. The possible services can run from probation supervision to intensive family intervention and can also include Counseling, Mental Health, Parenting, Medical, Substance Abuse, Education and Recreation Services. This Contract also covers the PINS 16-18 Project.

The Oneida County Probation Department is an integral part of the PINS process and this segment of the system helps to ensure that appropriate family needs are addressed before the situation further escalates and out of home placement can no longer be avoided.

The Oneida County Probation component of the PINS Adjustment Services per the attached Purchase of Services Agreement will operate from January 1, 2011 through December 31, 2011 with an annual budget of \$ 346,615 with a local cost of 10.71 % or \$ 37,122.47.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive  
Date 12/2/10

11/30/10  
# 19501

**Oneida Co. Department Social Services**

**Competing Proposal** \_\_\_\_\_

**Only Respondent** \_\_\_\_\_

**Sole Source RFP** \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Oneida County Probation Dept.  
321 Main Street (Union Station)  
Utica, New York 13501

**Title of Activity or Services:** PINS Diversion

**Proposed Dates of Operations:** January 1, 2011-December 31, 2011

**Client Population/Number to be Served:** School age children who are at serious risk of institutional placement or foster care through Family Court due to their behavior in school, home or community.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

The Contractor will provide alternative planning for families eligible for diversion services and provide evaluative data for the Department on the operation of the entire PINS Process in order to utilize appropriate Preventive Services on the areas which are most likely to prevent Foster Care.

The Contractor agrees that the Probation Officers will perform the following functions:

1. Provide liaison, consultation, and training to all Oneida County Schools to facilitate appropriate use of PINS Services.
2. Screen and evaluate all PINS referrals to determine suitability. To include verification that the school has made efforts through other resources to resolve the complaint prior to initiating a Pre-PINS applications with probation
3. Participation in the planning for Preventive Services through either:
  - a.) the use of the Committee on appropriate placement for youth at high risk of out of home care and implementation of CAP recommendation in order to utilize DSS Preventive Contracts.
  - b.) Provide continued monitoring of youth and family functioning.
4. Active Participation in the Oneida County CAP Committee.
5. Compile statistics to monitor the functioning of the Oneida County PINS Plan.
6. Complete and supply program evaluation data as requested by the Department. The contractor agrees to prepare and provide any and all monthly reports required by the County and State Governments pertaining to this contract.

The Contractor and the Department shall cooperate with the County's CAP System and will work together to make appropriate changes in the PINS adjustment services as indicated.

**2). Program/Service Objectives and Outcomes –**

**Outcome:** Prevent out of home placement of children due to PINS behaviors exhibited in the home, school or community.

**Performance:** Probation Officers will have the knowledge and expertise to provide diversion planning for youth at risk of out of home placement. This will be evident in a thorough family assessment that identifies family strengths, needs and resources. The probation officer will make appropriate referrals for community based services and provide oversight to monitor compliance with services. The probation officer will refer all cases to the Committee on Alternate placement (CAP) that are at high risk of placement and follow the recommendations as set forth by the committee.

**3). Program Design and Staffing Level - 1 Senior Probation Officer and 4 Probation Officers.**

**Total Funding Requested:** \$ 346,615

**Oneida County Dept. Funding Recommendation:** Account # A6070.49547

**Mandated or Non-mandated:** Mandated service

**Proposed Funding Source (Federal \$ /State \$ / County \$):**

<b>Federal</b>	69.39 % = \$ 240,516.15
<b>State</b>	19.90 % = \$ 68,976.38
<b>County</b>	10.71 % = \$ 37,122.47

**Cost Per Client Served:**

**Past performance Served:** The 2010 budgeted cost was \$ 327,273. The Department has had this contract for since 1990.

**O.C. Department Staff Comments:** The Department is satisfied with this Contractors performance. New to this Contract in 2003 was the 16-18 PINS Project.

**THIS IS AN AGREEMENT**, by and between the ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES (hereinafter called the DEPARTMENT) having its principal office at 800 Park AVENUE, Utica, NY 13501 and ONEIDA COUNTY PROBATION DEPARTMENT a not-for-profit corporation as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law (or, a public agency) having its principal office at 321 MAIN STREET, UNION STATION, UTICA, NEW YORK 13501 (hereinafter called the Contractor).

**WITNESSETH:**

**WHEREAS**, the Commissioner of Social Services of the County of ONEIDA (hereinafter called the Commissioner) is charged with the responsibility for the administration of all child welfare services provided in the County of ONEIDA (hereinafter, the County) at public expense pursuant to Article 6 of the Social Services Law including preventive services pursuant to Section 409 et seq of the Social Services Law and the Consolidated Services Plan for New York State, and

**WHEREAS**, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such preventive services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State Department of Social Services; and

**WHEREAS**, the Contractor under the terms of its corporate authority has the power to provide the services required to be performed herein and

or

**WHEREAS**, the public agency has the statutory authority to provide the services required to be performed herein; and

**WHEREAS**, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality preventive services in conformance with the Consolidated Services Plan of the County of ONEIDA, Section 409 et seq of the Social Services Law and 18 NYCRR Parts 405 and 423, and

**WHEREAS**, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these services.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:

SECTION I DEFINITIONS

Whenever the following terms are used in this AGREEMENT and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.

(1) Preventive services shall mean these supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of: averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered preventive services.

Mandated preventive services shall mean preventive services provided to a child and his family whom the district is required to serve pursuant to 18 NYCRR Section 430.9. Non-mandated preventive services shall mean preventive services provided to a child and his family who the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this AGREEMENT when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered preventive services.

(2) Case management is defined as the responsibility of the local Department of Social Services to authorize the provision of preventive services, to approve the client eligibility determination according to the criteria of 18 NYCRR Section 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and



legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Section 430.8 through 430.13 that such services are provided and providing casework contact as defined in paragraph (4) of this AGREEMENT. Case planner shall mean the caseworker assigned case planning responsibility.

(4) Casework contacts is defined as :

(i). Individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parents, relatives or guardians constitutes preventive services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

(ii). Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and family's service plan.

(5). Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from casework contacts as defined in paragraph (4) of this AGREEMENT.

(6). Day Care services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law,

(7). Day services to children as defined in 18 NYCRR Section 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3 but not less than 24 hours a day and at least 4 days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, that service may be waived.

(8). Emergency cash or goods is defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency shelter is defined as providing or arranging for shelter where a child and his family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his parent, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Section 320.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care.

(11). Family planning services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Home management services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/chore services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and family/parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(16). Parent training is defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent/child relationships in order to avert a disruption in a family or help a child in foster care return home sooner than otherwise possible. Parent training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation services is defined as providing or arranging for transportation of the child and/or his family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a preventive

service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's family.

SECTION II TERM OF AGREEMENT

(18). The term of this Agreement shall be from JANUARY 1, 2011 through DECEMBER 31, 2011 (maximum of 12 months) and may be renewed in writing from renegotiations agreeable to each party, and completed prior to the end of the term of this Agreement. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six months prior to the expiration of this Agreement.

If notice not to renew has not been given in accordance with the foregoing, then the parties shall move with all due speed to reach a new Agreement to become effective upon expiration of this current Agreement.

If such negotiations for a new Agreement have not been completed upon expiration of this Agreement, the parties must enter into a written interim continuation Agreement for the intervening period.

SECTION III SCOPE OF SERVICES

(19). It is mutually agreed between the DEPARTMENT and the CONTRACTOR that the CONTRACTOR shall furnish preventive services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(20). The DEPARTMENT shall be responsible for determining the eligibility of persons for preventive services of children to be purchased by the DEPARTMENT. The DEPARTMENT shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(21). The DEPARTMENT shall be responsible for case management which shall include authorizing the provision of preventive services approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.

(22). The CONTRACTOR agrees to provide preventive services in accordance with the Program narrative and rates of payment

*Oneida County Department of Probation  
PINS/Probation, Prevention of Foster Care*

# 19501  
1/1/11-12/31/11

described in Appendix B of this AGREEMENT.

(23). The CONTRACTOR and the DEPARTMENT shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(24). The CONTRACTOR and the DEPARTMENT agree to comply with Section 153-d of the Social Services Law which requires all social services districts which purchase preventive services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(25). The CONTRACTOR and the DEPARTMENT agree that a determination by the State Department of Social Services to deny reimbursement to the DEPARTMENT for the provision of preventive services for a child, pursuant to Section 153-d of the Social Services Law, shall not relieve the DEPARTMENT or the CONTRACTOR from which the DEPARTMENT has purchased preventive services, from its statutory or contractual obligations to continue to provide preventive services for the child or other children in its care.

(26). Case Planning, Along with casework contacts, shall be provided by the CONTRACTOR in accordance with Appendix B of this AGREEMENT and as required by individual case plans 18 NYCRR Section 432.4(c).

(27). The CONTRACTOR will review and discuss the service plan with the DEPARTMENT, Any changes in the plan or significant deviation therefrom, shall be submitted in a revised plan to the DEPARTMENT prior to the proposed implementation of the change. The CONTRACTOR shall implement the change upon receipt of written approval by the DEPARTMENT.

(28). The CONTRACTOR agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

#### SECTION IV FAIR HEARINGS

(29). The DEPARTMENT shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The DEPARTMENT will also inform applicants for or recipients of preventive services how to file a fair hearing request. Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The DEPARTMENT shall provide the CONTRACTOR with copies of the decision. The CONTRACTOR upon

the request of the DEPARTMENT, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION V REIMBURSEMENT AND SERVICE FEES

(30). The DEPARTMENT shall reimburse the CONTRACTOR for provision of preventive services in accordance with the claiming procedures and prescribed schedule of fees, if applicable as set forth in Appendix B of this AGREEMENT and in accordance with State and Federal regulations pertaining to reimbursement of preventive services.

SECTION VI GENERAL RESPONSIBILITIES OF PARTIES

(31). The governing board of the CONTRACTOR shall exercise oversight of its day to day affairs and programs. The CONTRACTOR shall have the responsibility for day to day provision of preventive services for each child serviced by it in accordance with this AGREEMENT and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the DEPARTMENT.

(32). The CONTRACTOR will maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this AGREEMENT.

(33). The CONTRACTOR agrees to provide the services described in Appendix B of this AGREEMENT at the principal location of:

ONEIDA COUNTY PROBATION DEPARTMENT

321 MAIN STREET, UNION STATION, UTICA, NEW YORK 13501

and agrees to provide the DEPARTMENT written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address(s).

(34). The DEPARTMENT agrees to notify the CONTRACTOR of persons assigned monitoring responsibility for Child Protective Services recipients receiving preventive services from the CONTRACTOR.

SECTION VII BOOKS, RECORDS AND REPORTS

(35). The CONTRACTOR will keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each public charge

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receiving services under this AGREEMENT. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of service involved with the case, including the date such services were provided. The CONTRACTOR shall make such reports to the DEPARTMENT on the current status and progress of each recipient of service at intervals required in the State Department of Social Services Regulations.

(36). All information contained in the CONTRACT'S files shall be held confidential by the CONTRACTOR and the DEPARTMENT pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(37). The records of individual recipients of services shall be made available to the DEPARTMENT upon request for consultation or review.

(38). The CONTRACTOR will maintain statistical records as required by the DEPARTMENT and will furnish such data at times prescribed by and on forms supplied by the DEPARTMENT.

(39). The CONTRACTOR agrees to maintain financial books, records and necessary supporting documents as required by the DEPARTMENT. The CONTRACTOR will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this AGREEMENT. The CONTRACTOR agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the DEPARTMENT.

(40). Such financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and/or Federal personnel.

(41). The CONTRACTOR agrees to retain all books, records and other documents relevant to this AGREEMENT for six (6) years after final payment for services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

(42). In addition to Paragraph 37, 38, 39 and 40 of this AGREEMENT, and until the expiration of (6) years after the furnishing of services pursuant to this AGREEMENT or any subcontract made pursuant to this AGREEMENT, the CONTRACTOR and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this AGREEMENT, and books,

documents and records of CONTRACTOR or subcontractor(s) that are necessary to certify the nature and extent of such costs.

SECTION VIII ACCOUNTABILITY

(43). The DEPARTMENT will establish methods to evaluate the provision of preventive services by the CONTRACTOR pursuant to this AGREEMENT. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the CONTRACTOR recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his jurisdiction and thus has the duty, ongoing throughout the term of this AGREEMENT, to monitor the CONTRACTOR with regard to the preventive services provided to the children referred hereunder.

(44). The CONTRACTOR agrees that a program and facilities review, as pertains to the delivery of preventive services under this AGREEMENT, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with and staff directly or indirectly involved in the provision of preventive services, may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

(45). The DEPARTMENT shall confer with the CONTRACTOR at least twice a year to discuss the CONTRACTOR'S services purchased by the DEPARTMENT. This shall include but not be limited to such items as frequency of contact and planning with the natural family and significant others, scope of Service Plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the CONTRACTOR and the DEPARTMENT determined these were necessary. These semi-annual client reviews shall include determination of compliance to contract requirements.

(46). If the CONTRACTOR significantly does not conform to the provisions of this AGREEMENT after due written notice, the DEPARTMENT may take such actions or invoke such sanctions under this AGREEMENT and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

(47). The CONTRACTOR shall not make any subcontract for the performance of this AGREEMENT without prior written approval of the DEPARTMENT. The assignment of this AGREEMENT, in whole or in part, or of any money due or to become due under this AGREEMENT shall be void. It should also be noted that where subcontractors are permitted they are subject to Federal and State requirements

governing purchase of services contracts and the CONTRACTOR is responsible for the performance of any subcontractor.

(48). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the CONTRACTOR'S performance of the Services defined in Section 1. The CONTRACTOR further covenants that in the performance of this AGREEMENT no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the CONTRACTOR are annexed to this AGREEMENT.

#### SECTION IX COMPLIANCE WITH LAW

(49). The CONTRACTOR represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The CONTRACTOR also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(50). The CONTRACTOR represents and agrees to be bound by the terms and conditions of Appendix A attached hereto and made a part hereof.

#### SECTION X TERMINATION OF AGREEMENT

(51). The CONTRACTOR may be terminated by mutual written agreement of the contracting parties.

(52). The CONTRACT may be terminated by the DEPARTMENT for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, including the attachment thereto, provided that the DEPARTMENT shall give the CONTRACTOR written notice specifying the CONTRACTOR'S failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the CONTRACTOR. The CONTRACTOR agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(53). In addition to the termination provisions set forth in paragraph 51 supra, the DEPARTMENT shall have the right to terminate this AGREEMENT in whole or in part, if at any time CONTRACTOR has failed to comply with any Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the CONTRACTOR, required by



Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and CONTRACTOR fails to secure it during the term of this AGREEMENT.

(54). When a CONTRACT is to be terminated pursuant to Paragraph 51 and 52 of this AGREEMENT, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the AGREEMENT expiration date.

(55). Upon termination or upon expiration of the term of this AGREEMENT pursuant to Paragraphs 50, 51, or 52 supra, the DEPARTMENT will arrange for the transfer to another CONTRACTOR of all public charges then served in the CONTRACTOR. In order to reimburse that CONTRACTOR for all public charges not transferred by the effective date of termination, the DEPARTMENT and CONTRACTOR will negotiate an extension of this AGREEMENT prior to the date of termination.

(56). The CONTRACTOR shall comply with all DEPARTMENT close-out procedures, including but not limited to: account for and refund to the CONTRACTOR pursuant to this AGREEMENT; not incur or pay any further obligation to be reimbursed to it under this AGREEMENT beyond the termination date; and transmit to the DEPARTMENT or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this AGREEMENT.

#### SECTION XI

(57). The DEPARTMENT and the CONTRACTOR agree that the CONTRACTOR is an independent CONTRACTOR and is not in anyway to be deemed an employee of the COUNTY. The CONTRACTOR agrees to indemnify the COUNTY for any loss the COUNTY or organization (excepting only the COUNTY), injured by negligent acts or omission of the CONTRACTOR its officers, employees or sub-contractors.

It is further understood and agreed that no agent, servant or employee of CONTRACTOR shall at any time or under any circumstances be deemed to be an agent, servant or employee of the COUNTY.

(58). The CONTRACTOR agrees that it will at all times indemnify and hold the COUNTY and its officers and employees harmless and free and clear of any and all liability arising from

any act of omission or commission by the CONTRACTOR, its officers or employees, with respect to this AGREEMENT and any of the terms thereof.

(59). This CONTRACTOR agrees that payment by the COUNTY will be contingent upon the CONTRACTOR submitting a claim form to THE ACCOUNTING DEPARTMENT which has been approved by DEPARTMENT certifying the satisfactory completion of the CONTRACTOR'S performance and setting forth the payment to be made.

(60). This AGREEMENT may not be assigned, transferred or in any way disposed of by the CONTRACTOR without first having obtained written approval thereof from the DEPARTMENT.

(61). The CONTRACTOR warrants that it is not in arrears to the COUNTY upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(62). CONTRACTOR warrants that if and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. CONTRACTOR further agrees to keep such required documents in full force and effects during the term of this AGREEMENT, or any extension, and to comply within the required time to secure any new license so required.

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Executive: \_\_\_\_\_

Anthony J. Picente Jr., Oneida County Executive

\*\*\*\*\*

Approved as to Form \_\_\_\_\_

Oneida County Attorney

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Department of Social Services: \_\_\_\_\_

Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: 11/29/10

Agency: Oneida County Department of Probation

Authorized Signature: *David Tomidy*

Print Authorized Name: DAVID TOMIDY

Title: PROBATION DIRECTOR

\*\*\*\*\*

Appendix B

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the Oneida County Probation Department, 321 Main Street, Union Station Utica, New York 13501 (hereinafter called Contractor).

WITNESSETH:

WHEREAS, the Department is a participant on the PINS Planning Task Force

WHEREAS, the Department has the need to intervene on behalf of families to prevent foster care,

WHEREAS, the Department as part of the Pins Planning Process to prevent placement has need for comprehensive and cooperative planning on behalf of families who are at serious risk of foster care for a child through a PINS Petition,

WHEREAS, the Contractor has the knowledge and expertise to provide PINS alternative planning for eligible families of child Preventive Services.

NOW, THEREFORE, the Contractor agrees to provide one Senior Probation Officer and (4) four Probation Officers who will provide alternative planning for families eligible for diversion services and provide valuative data for the Department on the operation of the entire PINS Process in order to utilize appropriate Preventive Services on the areas which are most likely to prevent Foster Care.

The Contractor agrees that the Probation Officers will perform the following functions:

1. Provide liaison, consultation, and training to all Oneida County Schools to facilitate appropriate use of PINS Services.
2. Screen and evaluate all PINS referrals to determine suitability. To include verification that the school has made efforts through other resources to resolve the complaint prior to initiating a Pre-PINS applications with probation

3. Participation in the planning for Preventive Services through either:
  - a.) the use of the Committee on appropriate placement for youth at high risk of out of home care and implementation of CAP recommendation in order to utilize DSS Preventive Contracts.
  - b.) Provide continued monitoring of youth and family functioning.
4. Active Participation in the Oneida County CAP Committee.
5. Compile statistics to monitor the functioning of the Oneida County PINS Plan.
6. Complete and supply program evaluation data as requested by the Department. The contractor agrees to prepare and provide any and all monthly reports required by the County and State Governments pertaining to this contract.

The Contractor and the Department shall cooperate with the County's CAP System and will work together to make appropriate changes in the PINS adjustment services as indicated.

#### Outcome/Measurements

**Outcome:** Prevent out of home placement of children due to PINS behaviors exhibited in the home, school or community.

**Performance:** Probation Officers will have the knowledge and expertise to provide diversion planning for youth at risk of out of home placement. This will be evident in a thorough family assessment that identifies family strengths, needs and resources. The probation officer will make appropriate referrals for community based services and provide oversight to monitor compliance with services. The probation officer will refer all cases to the Committee on Alternate placement (CAP) that are at high risk of placement and follow the recommendations as set forth by the committee.

**Measurement:** 75% of the youth referred to the program will not present to Family Court as a result of noncompliance with services and/or increase in PINS related behaviors of a JD charge within a 12 month period following termination of the diversion services.

**Measurement:** 80% of the youth referred to the program will continue to successfully reside in their homes within a 12 month period following termination of the diversion services.

**Measurement:** 100% of the children identified by Probation as needing placement outside the home or Kids Oneida services will be reviewed by the CAP committee and the probation officer will

actively implement all recommendations made by the CAP committee.

The Contractor represents and agrees to comply with all applicable Federal laws, including the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment act of 1967, as amended, the Federal Rehabilitation Act of 1973, as amended, and Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60. The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related test.

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYS DSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must include the following written statement when disclosing any confidential HIV - related information.

" This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient

authorization for further disclosure."

The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than

- as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the

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Department determines that the Contractor has violated a material term of this Agreement.

All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

The Contractor agrees to collect and maintain a data file as mutually devised to evaluate the Preventive Services as it pertains to the entire PINS Diversion Planning system.

The Contractor agrees to provide the data file to the Department on a monthly basis. The current system is attached, and the Contractor agrees to comply with modifications as mutually determined.

The Contractor agrees to provide the 2010 Services as delineated in the Oneida County PINS Adjustment Service Plan.

The Contractor agrees to maintain financial books, records, and necessary supporting documents as required by the Department. The Contractor will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of services provided under this Agreement.

Such financial records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and/or Federal personnel.

All records must be available for audit for a period of 6 years.

The Department shall pay the Contractor for such services per the salary and fringe according to the currently negotiated contract with the appropriate union for a period of one year, starting January 1, 2011 and ending December 31, 2011, as per the attached operational budget, Not to exceed \$ 346,615.00.

The Department agrees to pay the Contractor monthly upon submission of statistical caseload data, with case activity, and time sheets attached to a county voucher and other statistical information as determined by the Department. The Contractor will complete a quarterly report of activities for submission to the Department with the Voucher request for payment.

The Contractor agrees to provide an Annual Certification as attached pertaining to this contract as part of the Contractor's

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Annual independent audit.

The Contractor agrees to complete and return a Quarterly Contract Evaluation form (attached) and to meet with the Department at least every (6) months to discuss programmatic and operational issues. The Department and the Contractor agree to meet as requested by either party as needed.

Options to renew the contract are at the discretion of the Department, which shall supply a thirty (30) day written notice to the Contractor.

The Oneida County Probation Department shall complete a Contract Staffing Report ( as Attached ) upon completion of a fully executed Agreement. The Oneida County Probation Department agrees to complete a Contract Staff Vacancy Report upon changes.

The Commissioner of Social Services reserves the right to evaluate the job performance of the individual chosen to perform the work and has the right to have reassigned any employee performing under the contract and to request retention, reinstatement or reassignment of any contract employee who may have been removed.

It is further expressly agreed that the Contractor will hold the Department harmless from any liability arising from any act of omission or commission by the Contractor with respect to this agreement or any term thereof.

This Agreement can be terminated with a 30 day written notice by either party.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for  
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completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

Oneida County Department of Probation 2011 Budget

A3142.101	Salaries	\$ 241,407
*	(1) Sr. Probation Officer	
*	(4) Probation Officers	
A3142.455	Travel & Subsistence	\$ 3,600
A3142.4951	Other Expenses	\$ 100
A3142.810	Retirement	\$ 35,459
A3142.830	Social Security	\$ 18,468
A3142.840	Workmen's Compensation	\$ 3,857
A3142.850	Unemployment Ins.	\$ 443
A3142.860	Health Insurance	\$ 43,281
	Total Costs	\$ 346,615

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. The applicant that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - 1. The dangers of drug abuse in the workplace;
    - 2. The grantee's policy of maintaining a drug-free workplace;
    - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
    - 4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-
    - 1. Abide by the terms of the statement and;
    - 2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.
  - (f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
    - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
    - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

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**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

ONEIDA COUNTY PROBATION DEPARTMENT  
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

DAVID TOMIDY, PROBATION DIRECTOR  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

*David Tomidy*

DATE

*11/29/10*

Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

2010 DEC -9 PM 2:22  
RECEIVED  
ONEIDA COUNTY LEGISLATURE

December 1, 2010

FN 20 10 - 454

Honorable Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**HUMAN RESOURCES**

Dear Mr. Picente:

**WAYS & MEANS**

I am submitting the following Purchase of Services Agreement Amendment for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

The purpose of this Agreement with the Workforce Investment Board of Madison and Oneida Counties Inc. is for the services of a Senior Para-Legal competent and trained in recoupment of Medicaid funds. The Senior Para-Legal duties include establishing protocols for financial recoupment for the Department; advise the Commissioner's Office of financial recoupment program development; prepare financial reports with respect to recoupment programs; analyze established operating methods within the Department and determine the financial feasibility of said methods; supervise and negotiate the collection of funds due the Department.

The cost of the attached Agreement is \$ 72,623.31 and is for the period of January 1, 2011 through December 31, 2011. The local cost to support this effort is 10% or \$ 7,262.33.

The Senior Para-Legal is a member of the Oneida County Department of Social Services multidisciplinary team that investigates a variety of Medicaid Activities.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
Attachments

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 12/7/10

# 40301  
11/30/10

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:**

Workforce Investment Board of Herkimer, Madison and Oneida Counties Inc.  
209 Elizabeth Street  
Utica, New York 13501

**Title of Activity or Services:** Sr. Para-legal

**Proposed Dates of Operations:** January 1, 2011 through December 31, 2011

**Client Population/Number to be Served:** Recoupment of Medicaid Funds due the Department.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

Services to establish protocols for financial recoupment for the Department; advise the Commissioner's Office of financial recoupment program development; prepare financial reports with respect to recoupment programs; analyze established operating methods within the Department and determine the financial feasibility of said methods; supervise and negotiate the collection of funds due the Department; serve as an ombudsman for the County Executive's Office as well as for the Commissioner of the Department of Social Services.

**2). Program/Service Objectives and Outcomes -**

Recover funds due the Department of Social Services.

**3). Program Design and Staffing Level -**

1 Full-time Sr. Para-legal

**Total Funding Requested:** \$ 72,623.31



**Oneida County Dept. Funding Recommendation:** Account #:A6010.49534

**Mandated or Non-mandated:** Mandated

**Proposed Funding Source (Federal \$ /State \$ / County \$):**

<b>Federal</b>	62 %	\$ 45,026.45
<b>State</b>	28 %	\$ 20,334.53
<b>County</b>	10 %	\$ 7,262.33

Contract funded from Social Services Medicaid Administrative funds. These funds are included in the Medicaid CAP.

**Cost Per Client Served:**

**Past performance Served:** This is the third year the Department has contracted with this particular provider for this service which began in January of 2009. This contract previously was contracted through Cosmopolitan for the same service since 1994. The contract for 2010 has a maximum cost of \$ 70,624.82.

**O.C. Department Staff Comments:** The Contractor has agreed to employ the Sr. Para-legal that had previously worked for Cosmopolitan Center, which has extensive experience and knowledge to perform the tasks that this contract covers.

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and Workforce Investment Board of Herkimer, Madison and Oneida Counties, Inc., 209 Elizabeth Street, Utica, New York 13501 (hereinafter called Contractor).

WITNESSETH

This Agreement is to begin on the January 1, 2011 and will end on December 31, 2011 and maybe renewed agreeable to each party, and completed prior to the end of the term of this agreement.

WHEREAS, the Department has need for Senior Para-Legal services to establish protocols for financial recoupment for the Department of Social Services; advise the Commissioner's Office of financial recoupment program development; prepare financial reports with respect to recoupment programs; analyze established operating methods within the Department and determine the financial feasibility of said methods; supervise and negotiate the collection of funds due the Department; serve as an ombudsman for the County Executive's Office as well as for the Commissioner of the Department of Social Services.

WHEREAS, the Contractor has the expertise and staff to ensure that a Senior Para-Legal be hired appropriately per legal requirements,

NOW, THEREFORE, the Contractor agrees to oversee and make payment for a Senior Para-Legal who will maintain legal notification duties previously provided by the Family Court and to execute other duties as assigned by the Department's chief attorney,

The Contractor agrees to hire a Senior Para-Legal approved by the Department, who will agree to the specifications set forth in this Agreement,

The Senior Para-Legal will accept work assignments from the Department's Legal Office as prioritized by that office,

*Workforce Investment Board, Inc. (WIB)*  
*Senior Para-Legal*

# 40301  
1/1/11 -12/31/11

The Contractor agrees that the Senior Para-Legal will be located on the Department's site, and shall work the Department's daily schedule, and Holiday schedule,

The Contractor will maintain the Senior Para-Legal as their employee and shall provide him/her with the Contractor's health insurance they will be reimbursed and shall handle all fringe and necessary deductions, per requirements under Federal and State Laws,

Upon the expiration and /or termination of this agreement any accrued Vacation or Personal time shall expire, sick time can be carried into any renewal agreement if such agreement should exist, with a maximum of 60 days. Upon termination of service any accrued sick time shall hold no monetary value.

The Department will provide the training and supervision necessary for the Senior Para-Legal,

The Commissioner of Social services will evaluate the job performance of the individual chosen to perform the work and has the right to have the Senior Para-Legal removed from the Contractor's employment.

The Contractor represents and agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled " Equal Employment Opportunity " as amended by the Executive No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999; the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related test.

*Workforce Investment Board, Inc. (WIB)*  
*Senior Para-Legal*

# 40301  
1/1/11 -12/31/11

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must include the following written statement when disclosing any confidential HIV - related information.

" This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Agency, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor

on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

The Contractor agrees to allow the Department's Chief Attorney to select the equipment to be purchased,

The Contractor agrees that the equipment purchased under this agreement is the property of the Department and will remain with the Department in the event of the termination of this Agreement,

The Contractor agrees to maintain financial books, records and necessary supporting documents as required by the Department. The Contractor will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of services provided under this Agreement,

Such financial records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and or Federal personnel,

All records must be available for audit for a period of 6  
*Workforce Investment Board, Inc. (WIB)* # 40301  
*Senior Para-Legal* 1/1/11 -12/31/11

Page 6 of 11  
years.

The Department shall pay the Contractor for such services, per the attached budget, an amount not to exceed \$ 72,623.31, and may be renewed agreeable to each party

The Department agrees to pay the Contractor monthly upon submission of a County Voucher with fiscal explanation.

The Contractor agrees to provide an Annual Certification as attached pertaining to this contract as part of the Contractor's Annual Independent Audit.

It is expressly agreed between the parties that the Contractor is an independent contractor and not in any way deemed to be an employee of the Department or the County of Oneida,

It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by the part of the Contractor with respect to this Agreement or any terms hereof.

This Agreement cannot be assigned by the Contractor without obtaining written approval of the Department.

This Agreement can be terminated with a 30 day written notice by either party.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the

*Workforce Investment Board, Inc. (WIB)*  
*Senior Para-Legal*

# 40301  
1/1/11 -12/31/11

Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Executive: \_\_\_\_\_

Anthony J. Picente Jr., Oneida County Executive

\*\*\*\*\*

Approved as to Form \_\_\_\_\_

Oneida County Attorney

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Department of Social Services: \_\_\_\_\_

Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: 11.29.10.

Agency: WIB - H-M-O

Authorized Signature: *Alice J. Savido*

Print Authorized Name: ALICE J. SAVIDO

Title: EXECUTIVE DIRECTOR

\*\*\*\*\*



Workforce Investment Board of Herkimer, Madison  
And Oneida Counties, Inc.

1/1/2010 - 12/31/2010  
SENIOR PARA-LEGAL

SALARY	\$ 50,636.86
Benefits	4,264.72
Insurance Allowance	15,321.73
Administrative Fee	<u>2,400.00</u>
TOTAL	\$ 72,623.31

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

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

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

\_\_\_\_\_  
\_\_\_\_\_

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

WIB - H-M-O

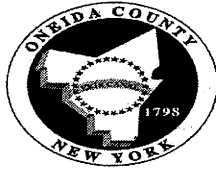
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

ALICE J. SAVINO, EXECUTIVE DIRECTOR  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Alice J. Savino  
SIGNATURE

11.29.10  
DATE

Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**  
County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

November 29, 2010

FN 20 10-455

Honorable Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**HUMAN RESOURCES**

**WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC -3 PM 2:55

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

The Purchase of Services Agreement with the Oneida County District Attorney's Office ensures The Child Advocacy Center has an Administrator competent and trained in the area of Child Sexual Abuse investigation.

The Child Advocacy Center has proven itself to be a model program and has been effective in the team-approach of investigation and conviction of perpetrators. The Administrator's position has coordinated the efforts of the Child Advocacy Center to reach a higher level of effectiveness.

This Agreement is scheduled to become effective January 1, 2011 through December 31, 2011. The total budget for the Child Advocacy Administrator's salary and fringe benefits is \$74,029.91 the Department of Social Services contributes 80% of the cost totaling \$ 59,223.93 with a Department of Social Services local share of 7.88 % or \$ 5,833.56. The District Attorney's Office contributes the other 20% of the cost, which is \$14,805.98.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action. Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

Reviewed and Approved for submittal to the  
Oneida County Board or Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 12/2/10

11/22/10  
# 24702

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Oneida County District Attorney  
800 Park Avenue  
Utica, New York 13501

**Title of Activity or Services:** Child Advocacy Center - ( Child Advocacy Administrator )

**Proposed Dates of Operations:** January 1, 2011 through December 31, 2011

**Client Population/Number to be Served:**

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

Multidisciplinary team that will increase the number of convictions in Child Sexual Abuse cases with participation from all law enforcement agencies throughout Oneida County. The contract allows for (1) Child Advocacy Administrator from Oneida County's District Attorney's Office to be dedicated to the Child Advocacy Center. -

**2). Program/Service Objectives and Outcomes -**

Provides for participation of a Chief Administrator at the Child Advocacy Center. The Child Advocacy Center allows Oneida County Department of Social Services to:

- (1). Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services and Medical Providers Rape Crisis.
- (2). Increase percentage of reported Child Sexual Abuse case that are indicated, prosecuted, and convicted.
- (3). Decrease the number of interviews with the child, level of trauma to the child and secondary victims.

### 3). Program Design and Staffing Level -

1 Child Advocacy Administrator to work with a multidisciplinary team consisting of:

- 1 Full-Time Rome Police Officer
- 1 Full-Time Utica Police Officer
- 1 Full-Time Oneida County Deputy Sheriff

The Child Advocacy Administrator's job is functioning as Administrative Head of the Child Advocacy Center. The position has lead to more effective utilization of all the resources of the Child Advocacy Center.

<b>Total Funding Requested:</b>	Total	\$ 74,029.91
	District Attorney's Office (20%)	\$ 14,029.91
	Department of Social Services (80%)	\$ 59,223.93

**Oneida County Dept. Funding Recommendation:** Account # A6011.49537

**Mandated or Non-mandated:** The Department is mandated to investigate instances of alleged abuse or neglect, however the way the Department provides this service is at the Department's discretion and the use of on-site workers to minimize the trauma to the alleged victims is non-mandatory.

#### **Proposed Funding Source (Federal \$ /State \$ / County \$):**

Federal	38.39 %	\$ 28,420.08
State	33.73 %	\$ 24,970.29
Department of Social Services	7.88 %	\$ 5,833.56
District Attorney's Office	20.00 %	\$ 14,805.98

#### **Cost Per Client Served:**

**Past performance Served:** The Department has contracted with the District Attorney's Office to provide this service since August 1999. The budgeted cost for 2010 was \$ 110,871.25. The District Attorney's Office has taken on 20% of the total cost of this contract since 2008.

#### **O.C. Department Staff Comments:**

## AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the Oneida County District Attorney's Office, 800 Park Avenue, Utica, New York 13501, (hereinafter called Contractor).

Whereas, the Department has need for a more intensive and coordinated approach to the investigation of Child Sexual Abuse.

Whereas, the Department has established the Child Advocacy Center to deal with the problem of Child Sexual Abuse who would seek to meet the following goals:

1. Establish a multidisciplinary team consisting of experienced and trained personnel from CPS, law enforcement, medical providers Rape Crisis, and the District Attorney's office,
2. Increase the percentage of reported child sexual abuse cases that are indicated, prosecuted and convicted,
3. Decrease the number of necessary interviews with the child victim,
4. Decrease the level of trauma to the child victims and secondary victims,
5. Establish a child-oriented interview setting,
6. Maintain accurate records of reports, arrests, prosecutions, and convictions,
7. Provide on-going training, and
8. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

Now, therefore, the Contractor agrees to provide the Services of a Child Advocacy Administrator on a full-time basis to be assigned solely to the Department for participation in the Child Advocacy Center. The Child Advocacy Administrator will be the Administrative Head of all Law Enforcement Staff assigned to the Child Advocacy Center.

The Contractor agrees to have the Child Advocacy Administrator stationed on site at the Child Advocacy Center.

*Oneida County District Attorney  
Child Advocacy Center Administrator*

# 24702  
1/1/11-12/31/11



The Contractor agrees that the Child Advocacy Administrator will perform the following task as part of the Child Advocacy Center.

1. Administrative Head of all Law Enforcement personnel on the Child Advocacy Center.
2. Administers the daily operation of the Child Advocacy Center;
3. Supervises and evaluates employees assigned to the Unit;
4. Coordinates with participating agency supervisors;
5. Presides at meetings;
6. Coordinates the preparation of the annual budgets and reports to involved agencies and courts;
7. Supervises and coordinates the maintenance of all records;
8. Coordinates the development of efficient work schedules, training and recommends discipline;
9. Develops policies and procedures;
10. Inspects the staff and operation of the Advocacy Center to ensure compliance to prescribed regulations and procedures.

The Contractor and the Department agrees that all information exchanged is considered confidential and will be used only for the purpose outlined in the Contract.

The Contractor agrees to comply with the Civil Rights Act of 1964, as amended by Executive Order 11246, 41CF Part 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR Parts 84 and 85;

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related test.

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must include the following written statement when disclosing any confidential HIV - related information.

" This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;

3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

The Department agrees to Pay the Contractor on a monthly basis upon presentation of an Oneida County Voucher, listing the Contract #, Contract name, and an attached data including the

Administrator's Name, salary paid, and fringe.

The Department agrees to pay the Contractor 80% of the total cost of the contract not to exceed \$59,223.93 per the attached budget, OC. District Attorney's Office is responsible of 20% of the contract in the amount of \$ 14,805.98 making the total cost of the administrator \$ 74,029.91.

The rate of pay and fringe is paid at the currently negotiated Employee Contract and may change upon any future signed Employee Contract. This Contract may be Amended upon receipt of a statement of applicable salary and fringe changes.

The Contractor agrees to provide an Annual Certification as attached pertaining to this contract as part of the Contractor's Annual independent audit.

The Contractor agrees that all records must be available for a period of 6 years and must be made available for audit by the New York State Department of Social Services, New York State Audit and Control and the Department of Health and Human Services upon request.

The terms of this agreement is from January 1, 2011 to December 31, 2011 and is subject to re-negotiation within 30 days of the expiration date.

This Agreement can be terminated with a 30 day written notice by either party.

It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by the Contractor with respect to this Agreement or any terms hereof.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

\*\*\*\*\*  
County Executive: \_\_\_\_\_

Anthony J. Picente Jr., Oneida County Executive

\*\*\*\*\*  
Approved as to Form \_\_\_\_\_

Oneida County Attorney

Date: 11/29/10

Oneida County Department of Social Services: \_\_\_\_\_

Lucille A. Soldato, Commissioner

Date: 11/22/10

Agency: \_\_\_\_\_ Oneida County District Attorney

Authorized Signature: \_\_\_\_\_

Print Authorized Name: \_\_\_\_\_

Title: \_\_\_\_\_

2011 Child Advocacy Administrator Budget

Salary	\$ 51,597.00
Health Insurance Allowance	\$ 12,000.00
Fringe (Retirement, Soc. Sec. Workers comp & unemployment :	<u>\$ 10,432.91</u>
Total Salary and Fringe	\$ 74,029.91
OC District Attorney's Office Share 20%	\$ 14,805.98
Total Cost for Department of Social Services 80%	\$ 59,223.93

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

- A. The applicant certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

*Oneida County District Attorney  
Child Advocacy Center Administrator*

# 24702  
1/1/11-12/31/11

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

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

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).



- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

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DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

*Oneida County District Attorney's Office*  
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

*Scott D. McNamara - District Attorney*  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

*Scott D. McNamara*  
SIGNATURE

*11/22/10*  
DATE

Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

November 29, 2010

Honorable Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

FN 20 10-456

**HUMAN RESOURCES  
WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC -3 PM 2:22

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Enclosed is a Purchase of Service Agreement with the Neighborhood Center, Inc. for PINS Detention Diversion, Case Planning. We are confident that they will provide an innovative managed care approach to the children in our community that are in need of these services. This program was formerly provided by the House of the Good Shepherd better known as Families Foremost Program and has been successful in diverting out-of-home placement of the children in the program.

The contract term is January 1, 2011 through December 31, 2011 at a cost of \$908,670, and is the result of the Request for Proposal process. The local cost to support this effort is 27.88% or \$253,337.20.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 12/2/10

11/24/10  
# 18607

Oneida Co. Department Social Services

Competing Proposal   X    
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: The Neighborhood Center, Inc.  
293 Genesee Street  
Utica, New York 13501

Title of Activity or Services: PINS Detention Diversion, Case Planning

Proposed Dates of Operations: January 1, 2011 – December 31, 2011

Client Population/Number to be Served: 75 school age children and their families who are at serious risk of Foster Care or Institutional placement through Family Court due to their behavior in school, home or community.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

This program is designed to manage the care of its children, both preventive and aftercare, from the point of entry into the program through resolution of the risk. Children and families will be able to access this program at whatever point they are in the system. The services will be provided for up to six months from the time of admission, commencing with a rapid comprehensive assessment and quick identification of needs, with the intention that the family be transitioned to and supported by appropriate established community-based services within that time frame. The services are designed to be flexible and to meet the individual needs of children and their families; agency staff will work in whatever capacity is needed to coordinate individualized 'wrap-around' services for referred families. Program provides 24 hour crisis management service and flexible working hours. This program is designed to be a no refusal program that will accept all referrals with adequate referral information within one business day. In the event that no openings exist at the time of the referral, a prioritized waiting list will be established based upon immediacy of need. All cases will receive a comprehensive assessment with an individualized comprehensive family plan developed in partnership with the child and family within seven days of admission. Services to be offered by program staff include but are not limited to, the following: Clinical Service, Case Management, Family Support, Support Groups and Referral with follow-up at any point necessary to any appropriate service. Referrals to other support services, will be individualized, many to be coordinated as a gradual transition, if necessary. The Neighborhood Center will maintain its support until the transition to appropriate community-based service/programs is complete and deemed successful.

## 2). Program/Service Objectives and Outcomes -

- Outcome: Youth involved with this program will demonstrate an increased ability to live within the laws of the community, Family Court directives and parent controls.
- Performance: Families will be engaged in services and assisted in monitoring their children through the development of individualized programs that utilize and coordinate community based services/resources such as educational support, advocacy and referral, health and mental services, recreational and vocational Programs and casework counseling in order to deter further JD/PINS related behavior.

## 3). Program Design and Staffing Level -

1 Program Supervisor – Full-time  
4 Youth Service Workers– Full-time  
8 Case Planners – Full-time  
1 Clinician – Part -time  
1 Support Staff – Full-time  
1 Psychologist – Part – time (35% time)

**Total Funding Requested:** \$ 908,670

**Oneida County Dept. Funding Recommendation:** Account #: A6070.49547

**Mandated or Non-mandated;** Preventive mandated service

**Proposed Funding Source (Federal \$ /State \$ / County \$):**

Federal	38.39 %	- \$ 348,838.41
State	33.73 %	- \$ 306,494.39
County	27.88 %	- \$ 253,337.20

**Cost Per Client Served:**

**Past performance Served:** This is the first year the Department has contracted with this provider for these services. This program was submitted through the Request for proposal process and the Department received three (3) respondents and The Neighborhood Center was awarded the contract.

**O.C. Department Staff Comments:** The Program was previously contracted through The House of the Good Shepherd for 14 years and the 2010 contract amount was \$ 928,199. The program has been successful in diverting out-of-home placements. The program has significantly decreased the length of out-of-home stays of children in the program, when the placement has become necessary.

PURCHASE OF SERVICES AGREEMENT

THIS IS AN AGREEMENT, by and between the ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES (hereinafter called the DEPARTMENT) having its principal office at 800 Park Avenue, Utica, NY 13501 and THE NEIGHBORHOOD CENTER, INC. a not-for-profit corporation as defined in Section 102 (a) (5) of the Not-For Profit Corporation Law (or, a public agency) having its principal office at 293 GENNESEE STREET, UTICA, NEW YORK 13501 (hereinafter called the Contractor).

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of ONEIDA (hereinafter called the Commissioner) is charged with the responsibility for the administration of all child welfare services provided in the County of ONEIDA (hereinafter, the County) at public expense pursuant to Article 6 of the Social Services Law including preventive services pursuant to Section 409 et seq of the Social Services Law and the Consolidated Services Plan for New York State, and

WHEREAS, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such preventive services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State Department of Social Services; and

WHEREAS, the Contractor under the terms of its corporate authority has the power to provide the services required to be performed herein and

or

WHEREAS, the public agency has the statutory authority to provide the services required to be performed herein; and

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality preventive services in conformance with the Consolidated Services Plan of the County of ONEIDA, Section 409 et seg of the Social Services Law and 18 NYCRR Parts 405 and 423, and

WHEREAS, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these services.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:

*Neighborhood Center  
Detention Diversion Case Planning (PINS Diversion)*

# 18607  
1/1/11-12/31/11

## SECTION I DEFINITIONS

Whenever the following terms are used in this AGREEMENT and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.

(1) Preventive services shall mean these supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of: averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered preventive services.

Mandated preventive services shall mean preventive services provided to a child and his family whom the district is required to serve pursuant to 18 NYCRR Section 430.9. Non-mandated preventive services shall mean preventive services provided to a child and his family who the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this AGREEMENT when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered preventive services.

(2) Case management is defined as the responsibility of the local Department of Social Services to authorize the provision of preventive services, to approve the client eligibility determination according to the criteria of 18 NYCRR Section 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Section 430.8 through 430.13 that such services are provided and providing casework contact as defined in paragraph (4) of this AGREEMENT. Case planner shall mean the caseworker assigned case planning responsibility.

(4) Casework contacts is defined as :

(i). Individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parents, relatives or guardians constitutes preventive services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action

agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

(ii). Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and family's service plan.

(5). Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from casework contacts as defined in paragraph (4) of this AGREEMENT.

(6). Day Care services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law,

(7). Day services to children as defined in 18 NYCRR Section 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3 but not less than 24 hours a day and at least 4 days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, that service may be waived.

(8). Emergency cash or goods is defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency shelter is defined as providing or arranging for shelter where a child and his family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his parent, or legal guardians, or other caretakers and siblings. Family may include a women who is pregnant as specified in 18 NYCRR Section 320.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care.

(11). Family planning services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Home management services as defined in the Consolidated Services Plan off the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/chore services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and family/parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(16). Parent training is defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent/child relationships in order to avert a disruption in a family or help a child in foster care return home sooner than otherwise possible. Parent training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation services is defined as providing or arranging for transportation of the child and/or his family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a preventive service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's family.

## SECTION II TERM OF AGREEMENT

(18). The term of this Agreement shall be from JANUARY 1, 2011 through DECEMBER 31, 2011 (maximum of 12 months) and may be renewed in writing from renegotiations agreeable to each party, and completed prior to the end of the term of this Agreement. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six months prior to the expiration of this Agreement.

If notice not to renew has not been given in accordance with the foregoing, then the parties shall move with all due speed to reach a new Agreement to become effective upon expiration of this current Agreement.

If such negotiations for a new Agreement have not been completed upon expiration of this Agreement, the parties must enter into a written interim continuation Agreement for the intervening period.



SECTION III SCOPE OF SERVICES

(19). It is mutually agreed between the DEPARTMENT and the CONTRACTOR that the CONTRACTOR shall furnish preventive services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(20). The DEPARTMENT shall be responsible for determining the eligibility of persons for preventive services of children to be purchased by the DEPARTMENT. The DEPARTMENT shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(21). The DEPARTMENT shall be responsible for case management which shall include authorizing the provision of preventive services approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.

(22). The CONTRACTOR agrees to provide preventive services in accordance with the Program narrative and rates of payment described in Appendix B of this AGREEMENT.

(23). The CONTRACTOR and the DEPARTMENT shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(24). The CONTRACTOR and the DEPARTMENT agree to comply with Section 153-d of the Social Services Law which requires all social services districts which purchase preventive services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(25). The CONTRACTOR and the DEPARTMENT agree that a determination by the State Department of Social Services to deny reimbursement to the DEPARTMENT for the provision of preventive services for a child, pursuant to Section 153-d of the Social Services Law, shall not relieve the DEPARTMENT or the CONTRACTOR from which the DEPARTMENT has purchased preventive services, from its statutory or contractual obligations to continue to provide preventive services for the child or other children in its care.

(26). Case Planning, Along with casework contacts, shall be provided by the CONTRACTOR in accordance with Appendix B of this AGREEMENT and as required by individual case plans 18 NYCRR Section 432.4(c).

(27). The CONTRACTOR will review and discuss the service plan with the DEPARTMENT, Any changes in the plan or significant deviation therefrom, shall be submitted in

a revised plan to the DEPARTMENT prior to the proposed implementation of the change. The CONTRACTOR shall implement the change upon receipt of written approval by the DEPARTMENT.

(28). The CONTRACTOR agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

#### SECTION IV FAIR HEARINGS

(29). The DEPARTMENT shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The DEPARTMENT will also inform applicants for or recipients of preventive services how to file a fair hearing request. Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The DEPARTMENT shall provide the CONTRACTOR with copies of the decision. The CONTRACTOR upon the request of the DEPARTMENT, shall participate in appeals and fair hearings as witnesses for a determination of issues.

#### SECTION V REIMBURSEMENT AND SERVICE FEES

(30). The DEPARTMENT shall reimburse the CONTRACTOR for provision of preventive services in accordance with the claiming procedures and prescribed schedule of fees, if applicable as set forth in Appendix B of this AGREEMENT and in accordance with State and Federal regulations pertaining to reimbursement of preventive services.

#### SECTION VI GENERAL RESPONSIBILITIES OF PARTIES

(31). The governing board of the CONTRACTOR shall exercise oversight of its day to day affairs and programs. The CONTRACTOR shall have the responsibility for day to day provision of preventive services for each child serviced by it in accordance with this AGREEMENT and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the DEPARTMENT.

(32). The CONTRACTOR will maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this AGREEMENT.

(33). The CONTRACTOR agrees to provide the services described in Appendix B of this AGREEMENT at the principal location of:

THE NEIGHBORHOOD CENTER,  
293 GENESEE STREET, UTICA, NEW YORK 13501

and agrees to provide the DEPARTMENT written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address(s).

(34). The DEPARTMENT agrees to notify the CONTRACTOR of persons assigned monitoring responsibility for Child Protective Services recipients receiving preventive services from the CONTRACTOR.

#### SECTION VII BOOKS, RECORDS AND REPORTS

(35). The CONTRACTOR will keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each public charge receiving services under this AGREEMENT. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of service involved with the case, including the date such services were provided. The CONTRACTOR shall make such reports to the DEPARTMENT on the current status and progress of each recipient of service at intervals required in the State Department of Social Services Regulations.

(36). All information contained in the CONTRACT'S files shall be held confidential by the CONTRACTOR and the DEPARTMENT pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(37). The records of individual recipients of services shall be made available to the DEPARTMENT upon request for consultation or review.

(38). The CONTRACTOR will maintain statistical records as required by the DEPARTMENT and will furnish such data at times prescribed by and on forms supplied by the DEPARTMENT.

(39). The CONTRACTOR agrees to maintain financial books, records and necessary supporting documents as required by the DEPARTMENT. The CONTRACTOR will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this AGREEMENT. The CONTRACTOR agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the DEPARTMENT.

(40). Such financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and/or Federal personnel.

(41). The CONTRACTOR agrees to retain all books, records and other documents relevant to this AGREEMENT for six (6) years after final payment for services to which they relate, during

which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

(42). In addition to Paragraph 37, 38, 39 and 40 of this AGREEMENT, and until the expiration of (6) years after the furnishing of services pursuant to this AGREEMENT or any subcontract made pursuant to this AGREEMENT, the CONTRACTOR and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this AGREEMENT, and books, documents and records of CONTRACTOR or subcontractor(s) that are necessary to certify the nature and extent of such costs.

#### SECTION VIII ACCOUNTABILITY

(43). The DEPARTMENT will establish methods to evaluate the provision of preventive services by the CONTRACTOR pursuant to this AGREEMENT. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the CONTRACTOR recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his jurisdiction and thus has the duty, ongoing throughout the term of this AGREEMENT, to monitor the CONTRACTOR with regard to the preventive services provided to the children referred hereunder.

(44). The CONTRACTOR agrees that a program and facilities review, as pertains to the delivery of preventive services under this AGREEMENT, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuance's, review of staffing and job description and meetings with and staff directly or indirectly involved in the provision of preventive services, may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

(45). The DEPARTMENT shall confer with the CONTRACTOR at least twice a year to discuss the CONTRACTOR'S services purchased by the DEPARTMENT. This shall include but not be limited to such items as frequency of contact and planning with the natural family and significant others, scope of Service Plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the CONTRACTOR and the DEPARTMENT determined these were necessary. These semi-annual client reviews shall include determination of compliance to contract requirements.

(46). If the CONTRACTOR significantly does not conform to the provisions of this AGREEMENT after due written notice, the DEPARTMENT may take such actions or invoke such sanctions under this AGREEMENT and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

(47). The CONTRACTOR shall not make any subcontract for the performance of this AGREEMENT without prior written approval of the DEPARTMENT. The assignment of this AGREEMENT, in whole or in part, or of any money due or to become due under this AGREEMENT shall be void. It should also be noted that where subcontractors are permitted they are subject to Federal and State requirements governing purchase of services contracts and the CONTRACTOR is responsible for the performance of any subcontractor.

(48). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the CONTRACTOR'S performance of the Services defined in Section 1. The CONTRACTOR further covenants that in the performance of this AGREEMENT no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the CONTRACTOR are annexed to this AGREEMENT.

#### SECTION IX COMPLIANCE WITH LAW

(49). The CONTRACTOR represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The CONTRACTOR also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(50). The CONTRACTOR represents and agrees to be bound by the terms and conditions of Appendix A attached hereto and made a part hereof.

#### SECTION X TERMINATION OF AGREEMENT

(51). The CONTRACTOR may be terminated by mutual written agreement of the contracting parties.

(52). The CONTRACT may be terminated by the DEPARTMENT for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, including the attachment thereto, provided that the DEPARTMENT shall give the CONTRACTOR written notice specifying the CONTRACTOR'S failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the CONTRACTOR. The CONTRACTOR agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(53). In addition to the termination provisions set forth in paragraph 51 supra, the DEPARTMENT shall have the right to terminate this AGREEMENT in whole or in part, if at any time CONTRACTOR has failed to comply with any Federal, State or local health, safety or fire

code regulations; or in the event that any license, approval or certification of the CONTRACTOR, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and CONTRACTOR fails to secure it during the term of this AGREEMENT.

(54). When a CONTRACT is to be terminated pursuant to Paragraph 51 and 52 of this AGREEMENT, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the AGREEMENT expiration date.

(55). Upon termination or upon expiration of the term of this AGREEMENT pursuant to Paragraphs 50, 51, or 52 supra, the DEPARTMENT will arrange for the transfer to another CONTRACTOR of all public charges then served in the CONTRACTOR. In order to reimburse that CONTRACTOR for all public charges not transferred by the effective date of termination, the DEPARTMENT and CONTRACTOR will negotiate an extension of this AGREEMENT prior to the date of termination.

(56). The CONTRACTOR shall comply with all DEPARTMENT close-out procedures, including but not limited to: account for and refund to the CONTRACTOR pursuant to this AGREEMENT; not incur or pay any further obligation to be reimbursed to it under this AGREEMENT beyond the termination date; and transmit to the DEPARTMENT or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this AGREEMENT.

#### SECTION XI

(57). The DEPARTMENT and the CONTRACTOR agree that the CONTRACTOR is an independent CONTRACTOR and is not in anyway to be deemed an employee of the COUNTY. The CONTRACTOR agrees to indemnify the COUNTY for any loss the COUNTY or organization (excepting only the COUNTY), injured by negligent acts or omission of the CONTRACTOR its officers, employees or sub-contractors.

It is further understood and agreed that no agent, servant or employee of CONTRACTOR shall at any time or under any circumstances be deemed to be an agent, servant or employee of the COUNTY.

(58). The CONTRACTOR agrees that it will at all times indemnify and hold the COUNTY and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the CONTRACTOR, its officers or employees, with respect to this AGREEMENT and any of the terms thereof.

(59). This CONTRACTOR agrees that payment by the COUNTY will be contingent upon the CONTRACTOR submitting a claim form to THE ACCOUNTING DEPARTMENT which has been approved by DEPARTMENT certifying the satisfactory completion of the CONTRACTOR'S performance and setting forth the payment to be made.

(60). This AGREEMENT may not be assigned, transferred or in any way disposed of by the CONTRACTOR without first having obtained written approval thereof from the DEPARTMENT.

(61). The CONTRACTOR warrants that it is not in arrears to the COUNTY upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(62). CONTRACTOR warrants that if and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. CONTRACTOR further agrees to keep such required documents in full force and effects during the term of this AGREEMENT, or any extension, and to comply within the required time to secure any new license so required.

\*\*\*\*\*

Date: \_\_\_\_\_  
Oneida County Executive: \_\_\_\_\_

Anthony J. Picente Jr., Oneida County Executive

\*\*\*\*\*

Approved as to Form \_\_\_\_\_

Oneida County Attorney

\*\*\*\*\*

Date: 1/18/11

Oneida County Department of Social Services: \_\_\_\_\_

Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: \_\_\_\_\_

Agency: NEIGHBORHOOD CENTER INC.

Authorized Signature: \_\_\_\_\_

Print Authorized Name: Sandra L. Soroka  
Executive Director

Title: Neighborhood Center, Inc.

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# 18607

APPENDIX B  
PURCHASE of SERVICES SPECIFICATION for ONEIDA COUNTY.

Detention Diversion Case Planning Services (PINS Diversion) Program  
with  
The Neighborhood Center, Inc.

Oneida County Department of Social Services agrees to contract with The Neighborhood Center, Inc. to provide preventive services identified as Case Planning and case worker contacts as defined in the contract.

The County of Oneida Department of Social Services is in need of services for PINS (person in need of supervision) Detention Diversion Case Planning Service. The Contractor must handle 75 children and their families who are at serious risk of Foster Care or Institutional placement through Family Court due to their behavior in school, home or community at any given time. Contractor possess expertise in working with PINS (Person in Need of Supervision) and JD (juvenile delinquent) individuals and have a thorough understanding of the Social Services PINS Diversion System, Juvenile Delinquent Court System as well as resources in the community.

This program should be designed to manage the care of children, both preventive and aftercare, from the point of entry into the program through resolution of the risk. Children and families will be able to access this program at whatever point they are in the system. The services will be provided for six to eighteen months from the time of admission, commencing with a rapid comprehensive assessment and quick identification of needs, with the intention that the family be transitioned to and supported by appropriate established community-based services within that time frame. Services are designed to be flexible and to meet the individual needs of children and their families; agency staff will work in whatever capacity is needed to coordinate individualized "wrap-around" services for referred families. Program provides 24 hour crisis management services and flexible working hours. Program should be designed to be a no refusal program that will accept all referrals with adequate referral information within one business day. In the event that no openings exist at the time of the referral, a prioritized waiting list will be established based upon immediacy of need. All cases will receive a comprehensive assessment with an individualized comprehensive family plan that meets the needs of all family members developed in partnership with the child and family within seven days of admission. Services need to be offered by program staff include but are not limited to the following: Clinical Service, Case Management, Family Support, Support Groups and Referral with follow-up at any point necessary to any appropriate service. Referrals to other support services, will be individualized, many to be coordinated as a gradual transition if necessary.



Objectives:

- To implement and develop individual programs that will provide the Family Court with a effective system for therapeutic remediation for juvenile delinquents and PINS and their families;
- To serve effectively up to a maximum caseload of 75 families. These families would have youth who are:
  - Court directed (PINS), directed into the Agency's PINS Diversion Program for 6 to 18 month period prior to prevent Institutional placement and;
  - Involved in the Prevention of Family Court involvement and foster care/institutional placement,
- To redirect patterns of incipient delinquent behaviors through the development of individualized programs which utilize and coordinate a wide variety of community resources such as schools, vocation , recreational and artistic programs, health and mental health program;
- To maintain and strengthen each client's family unit whenever possible;
- To provide follow-up planning and support services; and
- To reduce and/or divert the number of institutional placements in Oneida County.

Intake/Referral Procedures

- Eligibility- The Department is responsible for determining eligibility for preventive services and authorization of services via required service application and WMS Authorization
- The Contractor will accept referrals from the Departments' PINS/Preventive Worker, and through the Committee on Alternate Placement (CAP) & (V-CAP). In the event that the County's PINS Diversion System changes, the referral system would likewise vary.
- The Contractor will participate in the CAP meetings. Upon referral the Contractor will make contact with the family and school within 2 days. The Contractor will participate in the CAP Meeting. Upon referral the Contractor will obtain an application for Preventive Services for the Department in those cases in which a service case is not already opened.
- Clients seeking services to prevent involvement in Family Court would participate in intensive individual and family work for 6 to 18 months. Caseworker contacts will occur normal business hours and non-traditional hours as follows:
  - (1) Weekend visitation with the child without the family being present at least once per month,
  - (2) Weekly visitation with the child and the family,
  - (3) Weekly meetings with the therapist involved in the treatment of the child and family if applicable.
- Visitation is in addition to any group recreational activities that the child may be involved in, in addition transportation will be provided by the Contractor to and from school in the case of suspected or verified truancy.

- The Contractor will be allowed flexibility in treatment plans to determine the most appropriate/effective services for each family and to try a variety of approaches if the schedule of visitation listed above does not meet the needs of the child or family.
- An Amendment to the Case Plan must be submitted and approved by the Departments designated Case Manager for PINS Diversion if schedule of visitation will not be followed.
- The Contractor shall determine whether the services provided by them are appropriate to meet the needs of the child being referred, and will develop a service plan using the Uniform Case Record, per the Service Plan Review Standards. The Contractor will maintain casework contacts as required by State Department of Social Services.
- To assess the needs of all family members and provide services to individual children as needed tracking them in Connections/Child Care Review Services system and indicating services and progress in progress notes and Uniform Case Record UCR.
- The Contractor will complete Progress notes contemporaneously the event and ensure that these are given to the Case Manager or Supervisor no later than 2 weeks after contact. The Contractor will copy any material, they need at their site. The Contractor will provide training and supervision in the preparation of case progress notes.
- The Department will provide case management functions to include monitoring of CPS cases, responsibility for submission of Connections/Child Care Review Services information, approval of the service plan, and Utilization Review procedures. In the event of conflict regarding a service plan, the Department of Social Services Caseworker should be contacted to resolve the issue. The final responsibility for Child Protective cases must rest with Child Protective Services.
- The Contractor shall provide emergency services to the clients, and handle their caseload regardless of temporary vacancies,
- The Contractor shall adhere to the case policies, procedures and protocols as set forth by the Department of Social Services,
- The Contractor understands that it is a mandated reporting source for child abuse and neglect, and agree that as mandated reporter, they will report all instances of suspected child abuse, neglect, and/or maltreatment to the Central Registry as required by law. Reports to the Registry will be followed by submission of a completed 2221A to the local Department of Social Services.
- In any event of home visitation, representatives of your agency observe negative living conditions in the residences and to report these conditions to the responsible codes Department for the municipality in which they are located or to the Department of state if Municipality has no code enforcement agency each representative will be required to have a checklist and will complete the checklist after making visual inspections and will also report any gross deviations from normal living standards not included on the checklist.
- The Contractor agrees to arrange or provide transportation for clients for the following situations, but not limited to these situations;
  - Medical Appointments
  - Visitations

- Counseling appointments
- Shopping, and Contacts with other Agencies to improve housing
- Pre-Placement Visits, if necessary.
- to the Department for Departmental business.
- The Contractor agrees to provide a final Programmatic report of the Program, and a fiscal reconciliation upon presentation of a final billing for the Program. The Contractor will provide a quarterly Contract Report every 3 months.
- The Contractor agrees that the Case Planners Diversionary Counselors shall hold the qualifications of an Oneida County Caseworker.
- The Contractor agrees to prepare and provide the department any and all monthly reports required by the County and State Governments.
- The Contractor shall furnish preventive services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.
- The Department of Social Services shall be responsible for determining the eligibility of persons for preventive services of children to be purchased by the Department. The Department of Social Services shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.
- The Department of Social Services shall be responsible for case management which shall include authorizing the provision of preventive services approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.
- The Contractor and the Department of Social Services shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service/Connections.
- The Contractor will review and discuss the service plan with the Department of Social Services, Any changes in the plan or significant deviation there from, shall be submitted in a revised plan to the Department of Social Services prior to the proposed implementation of the change. The Contractor shall implement the change upon receipt of written approval by the Department of Social Services.
- The Contractor agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.
- Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The Department of Social Services shall provide the Contractor with copies of the decision. The Contractor upon the request of the Department of Social Services, shall participate in appeals and fair hearings as witnesses for a determination of issues.

Outcome/Measurements for the Detention Diversion Case Planning (PINS Diversion) Program

Outcome:

- Youth involved with this program will demonstrate an increased ability to live within the laws of the community, family court directives and parent controls.

Performance:

- Families will be engaged in services and assisted in monitoring their children through the development of individualized programs that utilize and coordinate community based services/resources such as educational support, advocacy and referral, health and mental services, recreational and vocational programs and casework counseling in order to deter further JD/PINS (juvenile delinquent/person in need of supervision) related behavior.

Measurement:

- 70% of the youth referred to the program will not present to Family Court as a result of a violation of a current court order within a 12 month period following termination of services.
- 70% of the youth referred to the program will continue to successfully reside in their homes for at least a 12 month period following termination of the diversion services.

Program Policies and Protocols are subject to change throughout the program year.

The Contractor will devise a Program Evaluation which shall be established upon agreement by the Department.

The Contractor agrees to provide a final programmatic report of the program, and a fiscal reconciliation upon presentation of a final billing for the program. The Contractor will provide a quarterly contract report every 3 months.

The Contractor shall complete a Contract Staffing Report upon completion of a fully executed Agreement. The Contractor agrees to complete a Contract Staff Vacancy Report upon any changes.

The Contractor agrees that the Case Planners Diversionary Counselors shall hold the qualifications of an Oneida County Caseworker, or in some cases they maybe experienced qualified family care workers as determined by Contractor.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this

contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related test.

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must include the following written statement when disclosing any confidential HIV - related information.

" This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain

protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the

information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

The Contractor agrees to submit a listing of the Board of Directors at least annual and to notify the Department of changes in the Board of Directors during the term of the Contract.

Total cost of services to be provided not to exceed \$ 908,670.00 per the attached budget. The term of this agreement is from January 1, 2011 to December 31, 2011 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement. The Contractor and the Department are looking for additional funding to allow the caseload to remain at its current maximum level.

The Contractor will bill monthly on vouchers with Contract number and Name provided by the Department. The vouchers will have attached:

1. Statement of monthly expenditures by category
2. Staff wages by name
3. (2) copies of "Composite Billing for Preventive Services", with Case Number, Case Manager's name, and other data as required.
4. (1) copy for each case of "Itemized Individual Billing for Preventive Services" with Case number Case Manager's name, and Case Comments.
5. Other data which shall be mutually agreed upon.

The Contractor agrees to prepare and provide the department any and all monthly reports required by the County and State Governments.

Financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and / or federal personnel. Agency financial records for the contracted program must be completed and available to the Department of Social

services fiscal staff for review and Audit upon request.

The Contractor agrees to provide an Annual Certification as attached pertaining to this Contract as part of the Contractor's Annual independent audit.

The contractor agrees that the equipment purchased under this contract is the property of the department and shall revert to the Department upon any termination or failure to renew the contract.

The Agreement can be terminated with a 30 day written notice by either party.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.



Neighborhood Center, Inc.  
 Detention Diversion Case Planning (PINS Diversion Program)  
 January 1, 2011 – December 31, 2011

Salaries	\$ 440,709
Fringe Benefits	\$ 101,363
Personal Service Contracts	<u>\$ 71,404</u>

**Total Personnel Services** **\$ 613,476**

Supplies	\$ 4,600
Travel/Conference	\$ 39,000

Miscellaneous:

Telecommunications – Land Line	\$ 1,624	
Telecommunications – Cell Phone	\$ 6,336	
Utilities	\$ 6,931	
Repairs & Maintenance	\$ 6,099	
Buildings & Grounds	\$ 1,053	
Building Maintenance	\$ 64	
Insurance	\$ 1,795	
Vehicle Maintenance	\$ 302	
Postage	\$ 792	
Advertising	\$ 1,392	
Transportation (Participants)	\$ 7,013	
Training	\$ 6,000	
Service Dollars	\$ 75,000	
A & OH @ 10.63%	<u>\$ 84,447</u>	
Total Miscellaneous Expenses		<u>\$ 198,848</u>

**Total General Operating** **\$ 242,448**

Equipment Purch/Rental	\$ 52,746
Equipment Maintenance	<u>\$ 0</u>

**Total Equipment Cost** **\$ 52,746**

**Total Expenses** **\$ 908,670**

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification;
- and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

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

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

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DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

*The Neighborhood Center, Inc.*

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

*Sandra L. Soroka, Executive Director*

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

*Sandra L. Soroka*

SIGNATURE

*11/22/10*

DATE

Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**  
County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

2010 DEC -3 PM 2:33  
RECEIVED  
ONEIDA COUNTY LEGISLATURE

November 29, 2010

FN 20 10 - 457

Honorable Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**HUMAN RESOURCES**

Dear Mr. Picente:

**WAYS & MEANS**

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

The Oneida County Office of Aging has provided home delivered meals for physically disabled and elderly Medicaid recipients who are unable to prepare meals in their homes as determined by Office of Continuing Care.

The cost of each meal is \$ 5.65 with the Department of Social Services guarantee of 70 meals minimum per day during the week. The Agreement is for the period January 1, 2011 through December 31, 2011. The Department spent \$ 517,750.95 from September 2009 through August 2010 with a local cost of 10 % or \$ 51,775.10.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

Reviewed and Approved for submittal to the  
Oneida County board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 12/2/10

LAS/tms  
attachment

11/23/10  
# 52601

**Oneida Co. Department Social Services**

**Competing Proposal** \_\_\_\_\_  
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Oneida County Office for the Aging

**Title of Activity or Services:** Home Delivered Meals

**Proposed Dates of Operations:** January 1, 2011 through December 31, 2011

**Client Population/Number to be Served:** Disabled & elderly Medicaid Recipients who have been designated by Office of Continuing Care to receive this service.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

Home delivered meals to those disabled Medicaid recipients who are not able to prepare their own meals.

**2). Program/Service Objectives and Outcomes**

Home delivered meals, Oneida County Department of Social Services does not anticipate approving more than 98,000 home delivered meals in 2011.

**3). Program Design and Staffing Level -**

As determined by Office for Aging.

**Total Funding Requested:** \$ 5.65 per meal.

**Oneida County Dept. Funding Recommendation:** Account # A6101.495.

**Mandated or Non-mandated:** Mandated service

**Proposed Funding Source (Federal \$ /State \$ / County \$):**

Federal	62 %	-	\$ 3.50 per meal
State	28 %	-	\$ 1.58 per meal
County	10 %	-	\$ .57 per meal

**Cost Per Client Served:** \$ 5.65 per meal

**Past performance Served:** The Office for the Aging has provided this service since 1995. The Contractor delivered 80,262 meals from September 2009 through August 2010 with a total cost of \$517,750.95. The cost per meal was \$ 6.50 in 2010 and \$ 6.35 in 2009.

**O.C. Department Staff Comments:**

The Department is satisfied with the performance.

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the Oneida County Office for Aging Nutrition Services, 235 Elizabeth Street, Utica, New York 13501 (hereinafter called Contractor).

WITNESSETH:

WHEREAS, OCC desires that Home Delivered Meals be provided to clients that need long term care as determined by OCC; and

WHEREAS, the Contractor has the capability of providing Home Delivered Meals to the clients that OCC recommends,

NOW THEREFORE, it is mutually agreed as follows:

A). The Contractor agrees to provide Home Delivered Meals to such parties as shall from time to time be designated by OCC; at the rate of \$ 5.65 for (1) meal per day and \$ 5.65 for 1) weekend meal. The Department will request the Contractor to deliver a minimum of 70 meals daily during the week and a minimum of 10 meals daily on the weekend.

B). OCC agrees to reimburse the Contractor for ordered meals that were delivered to the Client's home, but not received by the client due to no fault of the Contractor or the failure to cancel the reservation; with said reimbursement to be limited to (2) consecutive days for each occasion when such an event shall occur.

C). The Contractor and the OCC shall be responsible for notifying the other of changes in the client's status for receiving Home Delivered Meals.

D). OCC shall:

- \* Assess the need for Home Delivered Meals and the resources of the client and the family;
- \* Provide the Contractor on a timely basis with copies of client's physician requests that have special/specific dietary needs;
- \* Notify the Contractor a minimum of twenty-four hours prior to providing the necessary Services;



- \* Determine the qualification of prospective clients for the Home Delivered Meals service and the duration that said client shall require the Home Delivered Meals Services;
- \* Arrange for reimbursement for Home Delivered Meals from third parties, including Medicaid, upon receipt of a statement of Home Delivered Meals charges from the Contractor;
- \* Provide the Contractor with a client referral list of those individuals who may need nutritional services; and
- \* Cancel meals, as soon as possible, when the client no longer has need for the service.

E). The Contractor shall:

- \* Upon request by OCC, provide Home Delivered Meal Services which shall be within the Contractor's ability to provide;
- \* Be responsible to OCC Executive Director for compliance with the policies and record keeping of OCC; and
- \* Submit to OCC a monthly request for payment on a Voucher furnished by the Contractor,
- \* Shall collect any excess payment that is due from the client, as a last resort limited no more than 5 % of total OCC meal clients,
- \* Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.
- \* The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must include the following written statement when disclosing any confidential HIV - related information.

" This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

\* The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or

3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

F). The liaisons for the agreement are:

- \* Department of Social Services = Tamatha Stoetzner
- \* Oneida County Office for Aging = Michael Romano

G). This Contract is for a period of January 1, 2011 and ending December 31, 2011. Contractors shall allow the Oneida County Department of Social Services access to the contract, books, documents and records which are necessary to verify the costs of the contract,

H). Notwithstanding any other provision in this Agreement, OCC remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and Local status, rules and regulations,

I). The Agreement may be terminated at any time by either party upon a (30) day notice advance written notice to the other party,

J). This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

\*\*\*\*\*  
DATE: \_\_\_\_\_  
Oneida County Executive: \_\_\_\_\_

Anthony J. Picente Jr., Oneida County Executive

\*\*\*\*\*  
Approved as to Form \_\_\_\_\_

Oneida County Attorney

Date: 11/29/12

Oneida County Department of Social Services: \_\_\_\_\_

Lucille A. Soldato, Commissioner

Date: 11/5/10

Agency: Oneida County Office for the Aging

Authorized Signature: Michael J Romano

Print Authorized Name: Michael J Romano

Title: Director  
\*\*\*\*\*

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

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- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

- A. The applicant certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification;and

*Oneida County Office for the Aging  
Home Delivered Meal*

# 52601  
1/1/11-12/31/11

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

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

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

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DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Oneida Co OFF/OC  
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Michael J Romano, Director  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

mi-tal Romano  
SIGNATURE

11/5/10  
DATE



Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC -3 PM 2:44

November 29, 2010

Honorable Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

FN 20 10-458

**HUMAN RESOURCES**

**WAYS & MEANS**

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

This renewal Agreement with Herkimer - Oneida Counties Comprehensive Planning Program will provide Preparation and Monitoring of the Consolidated Services Plan; Data Collection and Analysis; Needs Assessment; Grant Applications; Plan Preparation and Monitoring; and other planning services as needed.

The term of the Agreement is January 1, 2011 through December 31, 2011. The total cost of the Contract is \$ 99,809 with a local cost of 32% or \$ 31,938.88.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 12/2/10

LAS/tms  
Attachment

11/22/10  
# 12601

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization:

Herkimer-Oneida Counties Comprehensive Planning Program  
Union Station  
Utica, New York 13501

Title of Activity or Services: Provide Technical Assistance

Proposed Dates of Operations: January 1, 2011 through December 31, 2011

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Assist the Department in satisfying State & County Planning requirements, achieving program goals & objectives. Provides assistance to the department in the area's of: grant proposals consolidated services plan, may assist in the implementation and planning of programs, may assist in the planning and organization of community resources for the department.

2). Program/Service Objectives and Outcomes -

To provide technical assistance & consultation to the Department in the preparation and monitoring of the Consolidated Service Plan and other areas identified by the Department.

3). Program Design and Staffing Level -

60%	Principal Planner
10%	Principal Planner
90%	Associate Planner
20%	Data Processing Clerk
1.43%	Principal Account Clerk

Total Funding Requested: \$ 99,809

Oneida County Dept. Funding Recommendation: Account #:A6010.49535

Mandated or Non-mandated: Non-mandated

Proposed Funding Source (Federal \$ /State \$ / County \$):

Federal	56 %	\$ 55,893.04
State	12 %	\$ 11,977.08
County	32 %	\$ 31,938.88

Cost Per Client Served:

Past performance Served: The Department has had an Agreement with the Planning Department to provide this service since 1989. The Contract cost was \$ 99,809 in 2010.

O.C. Department Staff Comments: The Department is satisfied with the providers service.

## AGREEMENT

This Agreement, made in accordance with NYSDSS, Administrative Letter 90 ADM-86 dated 10/28/80, between, Oneida County Social Services Commissioner, Lucille Soldato and John R. Kent, Jr., Program Director, Herkimer-Oneida Counties Comprehensive Planning Program (HOCCPP), will become effective January 1, 2011, subject to renewal or termination with a 30-day notice in writing by either party without cause, and immediately if for cause or if Federal or State reimbursement is terminated or not allowed:

HOCCPP will provide technical assistance to the Oneida County Department of Social Services in the preparation and monitoring of the Consolidated Services Plan and other areas identified by the Social Services Commissioner. The areas include but are not limited to: data collection and analysis; citizen participation; needs assessment; grant applications; plan preparation and monitoring, yearly implementation reports; program and project/contract evaluations and monitoring.

It is understood that HOCCPP's role is that of a consultant, working at the Department of Social Services direction, to assist in satisfying state and county planning requirements and achieving program goals and objectives. HOCCPP Staff would supplement Social Services Staff planning efforts and, if successful, relieve a portion of that burden while establishing a more focused planning process.

The Commissioner of Social Services reserves the right to evaluate the job performance of the individual chosen to perform the work and has the right to have reassigned any employee performing under the contract and to request retention, reinstatement or reassignment of any contract employee who may have been removed.

It is expressly agreed between the parties that HOCCPP is an independent contractor and not in any way deemed to be an employee of the Department of Social Services.

That to achieve maximum results required, the local Department of Social Services will provide reports, documents and other information that will enable HOCCPP to perform its duties under the agreement.

That all records must be available for a period of six (6) years and should be made available for audit by New York State Department of Social Services, Audit & Control and the Department of Health and Human Services.

That both parties agree to comply with the Civil Rights Act of 1964 as mandated by Executive Order 11246, 41 CFR Part 60, Section 504, of the Rehabilitation Act of 1973, and 45 CFR Parts 84 and 85.

That HOCCPP and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV-related test.

That HOCCPP and the subsequent sub-contractor agrees that their staff to whom confidential HIV-related information may be given as a necessity for providing services and in accordance with 403 or Title 19 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

That HOCCPP any subsequent sub-contractor must include the following written statement when disclosing any confidential HIV-related information

"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violations of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

That all information exchanged between agencies is considered confidential and will be used only for the intended purposes. Measures shall be taken to safeguard the confidentiality of such information to the extent required by applicable state and federal laws and regulations.

That the Department and the Contractor will meet on at least a 6-month basis or as requested by either party to review the contract.

That HOCCPP will bill on an Oneida County Voucher, the Oneida County Department of Social Services on a quarterly basis, as applicable to specific payroll periods for salary, administrative and indirect fringe benefits.

That the cost, not to exceed \$99,809 for 2011, is for dedicated staff support including program supervision, planners, secretarial, graphic artist and clerk as per the attached budget.

This AGREEMENT expires December 31, 2011 and will be re-negotiated within thirty (30) days prior to the expiration date.

Options to renew the contract are at the discretion of OCDSS, which shall supply a thirty (30) day written notice to HOCCPP of any intent to terminate the contract prior to the contract termination date stated herein.

This Agreement cannot be assigned by HOCCPP without obtaining written approval of OCDSS.

It is further expressly agreed that HOCCPP will hold OCDSS harmless for any liability arising from any act of omission or commission by HOCCPP with respect to the Agreement or any term thereof.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alternations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound. This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

The liaison people for the purposes of this contract are:

Chip Bassett, Herkimer-Oneida Counties Comprehensive Planning Program  
Lucille Soldato, Commissioner Oneida County Department of Social Services

Agreed: \_\_\_\_\_  
Lucille Soldato, Commissioner  
Oneida County Social Services  
Date

\_\_\_\_\_ 11.24.2010  
*John R. Kent Jr.*  
John R. Kent, Jr., Program Director  
Date  
Herkimer-Oneida Counties Comprehensive Planning Program

Herkimer-Oneida Counties  
Comprehensive Planning Program

Oneida County Department of Social Services

**Herkimer-Oneida Counties  
Comprehensive Planning Program**

**Oneida County Department of Social Services**

**2011 Budget**

**1. Salary**

Principal Planner	60%	\$ 45,555.00
Principal Planner	10%	\$ 7,351.00
Associate Planner	90%	\$ 35,079.00
Data Processing Clerk	20%	\$ 8,393.00
Principal Account Clerk	1.43%	\$ 382.00
		<u>\$ 96,760.00</u>

**2. Expenses**

Transportation, Meals Conferences (estimates)		\$ 1,000.00
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**3. Supplies**

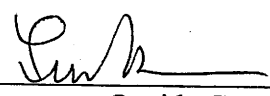
Postage, Copying, Printing, etc.		<u>\$ 2,049.00</u>
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**Total**                      \$ 99,809.00

\*\*\*\*\*  
e: \_\_\_\_\_  
Oneida County Executive: \_\_\_\_\_

Anthony J. Picente, Jr., Oneida County Executive

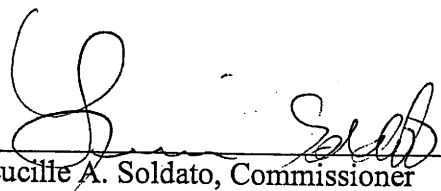
Approved as to Form \_\_\_\_\_



Oneida County Attorney

Date: 11/29/10

Oneida County Department of Social Services: \_\_\_\_\_



Lucille A. Soldato, Commissioner

Date: 11.24.2010

Agency: Herkimer-Oneida Counties Comprehensive Planning Program

Authorized Signature: John R. Kent, Jr.

Print Authorized Name: John R. Kent, Jr.

Title: Program Director  
\*\*\*\*\*





# ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

David J. Wood  
Majority Leader

Patricia A. Hudak  
Minority Leader

FN 20 10 - 459

**READ & FILED**

December 14, 2010

Mikale Billard, Clerk  
Oneida County Board of Legislators  
800 Park Avenue  
Utica, New York 13501

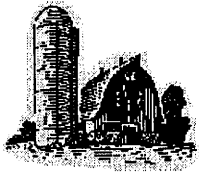
Dear Mike,

The Chair of the Farmland Protection Board submitted the attached letter notifying the Board of the Agricultural District Open Enrollment process which will begin January 1, 2011 and run for 30 days, ending January 31, 2011. I ask that you please file appropriately.

Sincerely yours,

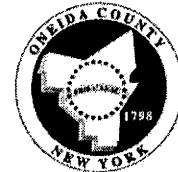
Gerald J. Fiorini  
Chairman of the Board

GJF:pp



## ONEIDA COUNTY FARMLAND PROTECTION BOARD

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Brymer Humphreys, Chair

Paul Kirk ♦ Thomas Cassidy ♦ George Gafner ♦ Michael J. Cosgrove ♦ Andy Gale  
Patrick H. Brennan ♦ Marty Broccoli ♦ John R. Kent, Jr. ♦ Kathy Pilbeam  
♦ Clifford Kitchen

December 6, 2010

Mikale Billard, Clerk  
Oneida County Board of Legislators  
800 Park Avenue  
Utica, New York 13501

Dear Mr. Billard:

The Farmland Protection Board will be accepting open enrollment applications for inclusion into agricultural districts for a 30 day period beginning January 1, 2011 through January 31, 2011, pursuant to Resolution No, 365, passed by the Oneida County Board of Legislators on December 10, 2003.

I ask that you please file this correspondence as official notice to the Board of Legislators that the 30 day open enrollment period will begin January 1, 2011 and subsequent to review by the Farmland Protection Board, these applications will require legislative approval.

Respectfully submitted,

Brymer Humphreys  
Chair, Farmland Protection Board

Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

December 10, 2010

Honorable Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

FN 20 10 - 4160

**HUMAN RESOURCES  
WAYS & MEANS**

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Enclosed is a Purchase of Services Agreement with Kids Oneida Inc. for operation of an Integrated Service delivery system based on wrap-around care principles.

The service will be provided as a care management system for clientele referred by the committee on appropriate placement (JD/PINS), DSS placement committee (Abuse/Neglect) and Committees on Special Education. The children placed in this program are assessed and begin to receive the appropriate level of community based services. The goals are to divert out-of-home placements, shorten the length of stay of placements, and significantly improved child and family functioning.

The services are paid on rate of \$ 1,955.00 per month per child. The term of this Agreement is January 1, 2011 through December 31, 2011. The Contractor was paid \$ 3,567,280.82 for the period of December 2009 through November 2010 with a local cost of 27.88 % or \$ 994,557.89.

I am respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

LAS/tms  
attachment

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC 14 PM 4:46

Date 12/14/10

12/10/10  
# 23801

Oneida Co. Department Social Services

Competing Proposal  X   
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Kids Oneida Inc.  
310 Main Street  
Utica, New York 13501

**Title of Activity or Services:** Case Management System

**Proposed Dates of Operations:** January 1, 2011 – December 31, 2011

**Client Population/Number to be Served:** Youth placed by committees on appropriate placement (PINS/JD), DSS Placement Committee (Abuse/Neglect), and Committees on Special Education.

135 Children (Maximum at any given time)

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

The Contractor will provide an Integrated Service delivery system based upon wrap-around care principals. The system would operate as a capitated, care management system for clientele referred through the committee on appropriate placement and placement committee.

**2). Program/Service Objectives and Outcomes -**

**Outcome # 1:** Children and caretakers will demonstrate an increased knowledge and understanding of the mental illness that affects their family and develop the appropriate skills to successfully live with their illness and remain in the community.

**Performance:** Children and caretakers will jointly develop with Kids Oneida a “plan of care” that specifically addresses the needs of the family through linkages to an integrated system of community-based services as an alternative to institutionalization.

**Outcome # 2:** Children with mental illness enrolled in the Kids Oneida program will experience a decreased number of out of home placements and care days in mental health facilities or Department of Social Services child care agencies as compared to previous years.

**Performance:** Children and caretakers will jointly develop with Kids Oneida a “plan of care” that specifically addresses the needs of the child in temporary placement and supports for the family through linkages to an integrated system of community-based services as an alternative to

institutionalization.

**3). Program Design and Staffing Level -**

See number one (1)

**Total Funding Requested:** \$ 1,955 per month per child

**Oneida County Dept. Funding Recommendation:** Account # A6119.495

**Mandated or Non-mandated:** Preventive services are mandated

**Funding Source (Federal \$ /State \$ / County \$):**

<b>Federal</b>	38.39 %	\$ 750.52
<b>State</b>	33.73 %	\$ 659.43
<b>County</b>	27.88 %	\$ 545.05

**Cost Per Client Served:** \$ 1,955 per child per month.

**Past performance Served:** The Department has contracted with this provider for this service since 1998. The Department has spent \$ 3,567,280.82 for the period December 2009 through November 2010 with a local share of 27.88 % or \$ 994,557.89. The average monthly cost was \$ 297,273.40 with a monthly average of 123 children, the average cost per child per month is \$ 2,416.86.

**O.C. Department Staff Comments:**

The contractor has begun to put additional resources into the children currently institutionalized, this will save Oneida County money because the length of stay in the Institution will decrease and the cost of the Institution will be paid by the Contractor while under the care of the Contractor. The reason the average cost per month is less than \$ 2,550 is we pay the Institution for the Child's stay then deduct the total cost of Institution's bill from the Kids Oneida Inc. Voucher.

This program was submitted through the Request for proposal process and the Department received three (3) respondents and Kids Oneida was awarded the contract

**THIS IS AN AGREEMENT**, by and between the ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES (hereinafter called the DEPARTMENT) having its principal office at 800 Park AVENUE, Utica, NY 13501 and KIDS ONEIDA INC., a not-for-profit corporation as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law (or, a public agency) having its principal office at 310 MAIN STREET, UTICA, NEW YORK 13501 (hereinafter called the Contractor).

**WITNESSETH:**

**WHEREAS**, the Commissioner of Social Services of the County of ONEIDA (hereinafter called the Commissioner) is charged with the responsibility for the administration of all child welfare services provided in the County of ONEIDA (hereinafter, the County) at public expense pursuant to Article 6 of the Social Services Law including preventive services pursuant to Section 409 et seq of the Social Services Law and the Consolidated Services Plan for New York State, and

**WHEREAS**, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such preventive services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State Department of Social Services; and

**WHEREAS**, the Contractor under the terms of its corporate authority has the power to provide the services required to be performed herein and

**WHEREAS**, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality preventive services in conformance with the Consolidated Services Plan of the County of ONEIDA, Section 409 et seg of the Social Services Law and 18 NYCRR Parts 405 and 423, and

**WHEREAS**, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these services.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:**

SECTION I DEFINITIONS

Whenever the following terms are used in this AGREEMENT and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.

(1) Preventive services shall mean these supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of: averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered preventive services.

Mandated preventive services shall mean preventive services provided to a child and his family whom the district is required to serve pursuant to 18 NYCRR Section 430.9. Non-mandated preventive services shall mean preventive services provided to a child and his family who the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this AGREEMENT when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered preventive services.

(2) Case management is defined as the responsibility of the local Department of Social Services to authorize the provision of preventive services, to approve the client eligibility determination according to the criteria of 18 NYCRR Section 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Section 430.8 through 430.13 that such services are provided and providing casework contact as defined in paragraph (4) of this AGREEMENT. Case planner shall mean the caseworker assigned case planning responsibility.

(4) Casework contacts is defined as :

(i). Individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parents, relatives or guardians constitutes preventive services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.





(ii). Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and family's service plan.

(5). Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a bachelors degree in human services a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from casework contacts as defined in paragraph (4) of this AGREEMENT:

(6). Day Care services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law,

(7). Day services to children as defined in 18 NYCRR Section 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3 but less than 24 hours a day and at least 4 days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, that service may be waived.

(8). Emergency cash or goods is defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his family in an emergency or acute problem situation in order to avert foster care placement.

(9). Emergency shelter is defined as providing or arranging for shelter where a child and his family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(10). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his parent, or legal guardians, or other caretakers and siblings. Family may include a women who is pregnant as specified in 18 NYCRR Section 320.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care.

(11). Family planning services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Home management services as defined in the Consolidated Services Plan off the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Homemaker services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(14). Housekeeper/chore services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(15). Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and family/parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(16). Parent training is defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent/child relationships in order to avert a disruption in a family or help a child in foster care return home sooner than otherwise possible. Parent training may include child-parent interaction groups formed to enhance relationship and communication skills.

(17). Transportation services is defined as providing or arranging for transportation of the child and/or his family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a preventive service for visitation of children in foster care with their parents except when such transportation cannot be arranged or provided by the child's family.

(18). The term of this Agreement shall be from JANUARY 1, 2011 through DECEMBER 31, 2011 (maximum of 12 months) and may be renewed in writing from renegotiations agreeable to each party, and completed prior to the end of the term of this Agreement. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six months prior to the expiration of this Agreement.

If notice not to renew has not been given in accordance with the foregoing, then the parties shall move with all due speed to reach a new Agreement to become effective upon expiration of this current Agreement.

If such negotiations for a new Agreement have not been completed upon expiration of this Agreement, the parties must enter into a written interim continuation Agreement for the intervening period.

### SECTION III SCOPE OF SERVICES

(19). It is mutually agreed between the DEPARTMENT and the CONTRACTOR that the CONTRACTOR shall furnish and coordinate preventive services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(20). The DEPARTMENT shall be responsible for determining the eligibility of persons for preventive services of children to be purchased by the DEPARTMENT. The DEPARTMENT shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(21). The DEPARTMENT shall be responsible for case management which shall include authorizing the provision of preventive services approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.

(22). The CONTRACTOR agrees to provide preventive services in accordance with the Program narrative and rates of payment described in Appendix A of this AGREEMENT.

(23). The CONTRACTOR and the DEPARTMENT shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(24). The CONTRACTOR and the DEPARTMENT agree to comply with Section 153-d of the Social Services Law which requires all social services districts which purchase preventive services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(25). The CONTRACTOR and the DEPARTMENT agree that a determination by the State Department of Social Services to deny reimbursement to the DEPARTMENT for the provision of preventive services for a child, pursuant to Section 153-d of the Social Services Law, shall not relieve the DEPARTMENT or the CONTRACTOR from which the DEPARTMENT has purchased preventive services, from its statutory or contractual obligations to continue to provide preventive services for the child or other children in its care.

(26). Case Planning, Along with casework contacts, shall be provided by the CONTRACTOR in accordance with Appendix B of this AGREEMENT and as required by individual case plans 18 NYCRR Section 432.4(c).

(27). The CONTRACTOR will review and discuss the service plan with the DEPARTMENT, Any changes in the plan or significant deviation therefrom, shall be submitted in a revised plan to the DEPARTMENT prior to the proposed implementation of the change. The CONTRACTOR shall implement the change upon receipt of written approval by the DEPARTMENT.

(28). The CONTRACTOR agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

SECTION IV FAIR HEARINGS

(29). The DEPARTMENT shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The DEPARTMENT will also inform applicants for or recipients of preventive services how to file a fair hearing request. Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The DEPARTMENT shall provide the CONTRACTOR with copies of the decision. The CONTRACTOR upon the request of the DEPARTMENT, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION V REIMBURSEMENT AND SERVICE FEES

(30). The DEPARTMENT shall reimburse the CONTRACTOR for provision of preventive services in accordance with the claiming procedures and prescribed schedule of fees, if applicable as set forth in Appendix A of this AGREEMENT and in accordance with State and Federal regulations pertaining to reimbursement of preventive services.

SECTION VI GENERAL RESPONSIBILITIES OF PARTIES

(31). The governing board of the CONTRACTOR shall exercise oversight of its day to day affairs and programs. The CONTRACTOR shall have the responsibility for day to day provision of preventive services for each child serviced by it in accordance with this AGREEMENT and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the DEPARTMENT.

(32). The CONTRACTOR will maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this AGREEMENT.

(33). The CONTRACTOR agrees to provide the services described in Appendix B of this AGREEMENT at the principal location of: KIDS ONEIDA INC., 310 MAIN STREET, UTICA, NEW YORK 13501 and agrees to provide the DEPARTMENT written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address(s).

(34). The DEPARTMENT agrees to notify the CONTRACTOR of persons assigned monitoring responsibility for Child Protective Services recipients receiving preventive services from the CONTRACTOR.

SECTION VII BOOKS, RECORDS AND REPORTS

(35). The CONTRACTOR will keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each public charge receiving services under this AGREEMENT. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of service involved with the case, including the date such services were provided. The CONTRACTOR shall make such reports to the DEPARTMENT on the current status and progress of each recipient of service at intervals required in the State Department of Social Services Regulations.

(36). All information contained in the CONTRACTOR'S files shall be held confidential by the CONTRACTOR and the DEPARTMENT pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(37). The records of individual recipients of services shall be made available to the DEPARTMENT upon request for consultation or review.

(38). The CONTRACTOR will maintain statistical records as required by the DEPARTMENT and will furnish such data at times prescribed by and on forms supplied by the DEPARTMENT.

(39). The CONTRACTOR agrees to maintain financial books, records and necessary supporting documents as required by the DEPARTMENT. The CONTRACTOR will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this AGREEMENT. The CONTRACTOR agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the DEPARTMENT.

(40). Such financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and/or Federal personnel.

(41). The CONTRACTOR agrees to retain all books, records and other documents relevant to this AGREEMENT for six (6) years after final payment for services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

(42). In addition to Paragraph 37, 38, 39 and 40 of this AGREEMENT, and until the expiration of (6) years after the furnishing of services pursuant to this AGREEMENT or any subcontract made pursuant to this AGREEMENT, the CONTRACTOR and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized

representatives, this AGREEMENT, and books, documents and records of CONTRACTOR or subcontractor(s) that are necessary to certify the nature and extent of such costs.

#### SECTION VIII ACCOUNTABILITY

(43). The DEPARTMENT will establish methods to evaluate the provision of preventive services by the CONTRACTOR pursuant to this AGREEMENT. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the CONTRACTOR recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his jurisdiction and thus has the duty, ongoing throughout the term of this AGREEMENT, to monitor the CONTRACTOR with regard to the preventive services provided to the children referred hereunder.

(44). The CONTRACTOR agrees that a program and facilities review, as pertains to the delivery of preventive services under this AGREEMENT, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with and staff directly or indirectly involved in the provision of preventive services, may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

(45). The DEPARTMENT shall confer with the CONTRACTOR at least twice a year to discuss the CONTRACTOR'S services purchased by the DEPARTMENT. This shall include but not be limited to such items as frequency of contact and planning with the natural family and significant others, scope of Service Plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the CONTRACTOR and the DEPARTMENT determined these were necessary. These semi-annual client reviews shall include determination of compliance to contract requirements.

(46). If the CONTRACTOR significantly does not conform to the provisions of this AGREEMENT after due written notice, the DEPARTMENT may take such actions or invoke such sanctions under this AGREEMENT and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

(47). The CONTRACTOR may subcontract certain direct service of this AGREEMENT. The Contractor will provide a list of all sub-contracts on a monthly basis. It should also be noted that where subcontractors are permitted they are subject to Federal and State requirements governing purchase of services contracts and the CONTRACTOR is responsible for the performance of any subcontractor.

(48). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly,

which would substantially or adversely conflict in any manner or degree with the CONTRACTOR'S performance of the Services defined in Section 1. The CONTRACTOR further covenants that in the performance of this AGREEMENT no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the CONTRACTOR are annexed to this AGREEMENT.

#### SECTION IX COMPLIANCE WITH LAW

(49). The CONTRACTOR represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The CONTRACTOR also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(50). The CONTRACTOR represents and agrees to be bound by the terms and conditions of Appendix A and Appendix B attached hereto and made a part hereof.

#### SECTION X TERMINATION OF AGREEMENT

(51). The CONTRACTOR may be terminated by mutual written agreement of the contracting parties.

(52). The CONTRACT may be terminated by the DEPARTMENT for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, including the attachment thereto, provided that the DEPARTMENT shall give the CONTRACTOR written notice specifying the CONTRACTOR'S failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the CONTRACTOR. The CONTRACTOR agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(53). In addition to the termination provisions set forth in paragraph 51 supra, the DEPARTMENT shall have the right to terminate this AGREEMENT in whole or in part, if at any time CONTRACTOR has failed to comply with any Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the CONTRACTOR, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and CONTRACTOR fails to secure it during the term of this AGREEMENT.

(54). When a CONTRACT is to be terminated pursuant to Paragraph 51 and 52 of this AGREEMENT, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days from the date of notice, unless substantial breach of contract is involved, in which case the effective

date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the AGREEMENT expiration date.

(55). Upon termination or upon expiration of the term of this AGREEMENT pursuant to Paragraphs 50, 51, or 52 supra, the DEPARTMENT will arrange for the transfer to another CONTRACTOR of all public charges then served in the CONTRACTOR. In order to reimburse that CONTRACTOR for all public charges not transferred by the effective date of termination, the DEPARTMENT and CONTRACTOR will negotiate an extension of this AGREEMENT prior to the date of termination.

(56). The CONTRACTOR shall comply with all DEPARTMENT close-out procedures, including but not limited to: account for and refund to the CONTRACTOR pursuant to this AGREEMENT; not incur or pay any further obligation to be reimbursed to it under this AGREEMENT beyond the termination date; and transmit to the DEPARTMENT or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this AGREEMENT.

#### SECTION XI

(57). The DEPARTMENT and the CONTRACTOR agree that the CONTRACTOR is an independent CONTRACTOR and is not in anyway to be deemed an employee of the COUNTY. The CONTRACTOR agrees to indemnify the COUNTY for any loss the COUNTY or organization (excepting only the COUNTY), injured by negligent acts or omission of the CONTRACTOR its officers, employees or sub-contractors.

It is further understood and agreed that no agent, servant or employee of CONTRACTOR shall at any time or under any circumstances be deemed to be an agent, servant or employee of the COUNTY.

(58). The CONTRACTOR agrees that it will at all times indemnify and hold the COUNTY and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the CONTRACTOR, its officers or employees, with respect to this AGREEMENT and any of the terms thereof.

(59). This CONTRACTOR agrees that payment by the COUNTY will be contingent upon the CONTRACTOR submitting a claim form to THE ACCOUNTING DEPARTMENT which has been approved by DEPARTMENT certifying the satisfactory completion of the CONTRACTOR'S performance and setting forth the payment to be made.

(60). This AGREEMENT may not be assigned, transferred or in any way disposed of by the CONTRACTOR without first having obtained written approval thereof from the DEPARTMENT.

(61). The CONTRACTOR warrants that it is not in arrears to the COUNTY upon any debt



or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(62). CONTRACTOR warrants that if and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. CONTRACTOR further agrees to keep such required documents in full force and effects during the term of this AGREEMENT, or any extension, and to comply within the required time to secure any new license so required.

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Executive: \_\_\_\_\_

Anthony J. Picente Jr., Oneida County Executive

\*\*\*\*\*

Approved as to Form \_\_\_\_\_

Oneida County Attorney

\*\*\*\*\*

Date: \_\_\_\_\_

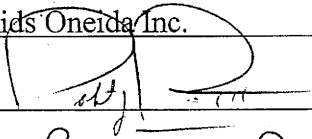
Oneida County Department of Social Services: \_\_\_\_\_

Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: \_\_\_\_\_

Agency: Kids Oneida Inc. \_\_\_\_\_

Authorized Signature:  \_\_\_\_\_

Print Authorized Name: Robert J. Roberts III \_\_\_\_\_

Title: CEO / Executive Director \_\_\_\_\_

\*\*\*\*\*

## APPENDIX A

Purchase of Services Specifications for the Agreement between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the Laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and Kids Oneida Inc. with its principal offices located at 310 Main Street, Utica, New York 13501 (hereinafter called Contractor).

The Department wishes to have developed and operating an integrated service delivery system based upon wraparound care principles. The system would operate as a capitated, care management system for clientele referred through the Committee on Appropriate Placement and Placement Committee. Access to these committees shall be in accordance with existing Agreements the Department has with other agencies and departments within county government.

The Contractor is qualified to provide such services and has access to appropriate personnel to provide such services.

The Department has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services.

### SECTION I - SCOPE OF SERVICES

The Department shall be responsible for determining the eligibility of persons for services to be purchased under this Contract.

The Department shall be responsible for case management.

The Contractor will keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, including the date such services were provided. The Agency shall make such reports to the Department on the current status and progress of each recipient of service at intervals required.

All information contained in the Contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State Dept. Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

It is expressly understood that the Contractor may subcontract for the performance of the above without prior written approval of the Department. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements and the Contractor is responsible

for the performance of any subcontractor.

Upon receiving the appropriate referral from the Department, the Contractor will follow the established procedures as outlined in enrollment section of the Kids Oneida Policy and Procedure Manual. The Contractor will maintain a no reject or no eject policy. No discontinuing of services because of client cooperation or agreement without plan amendment and Department of Social Services approval

The Contractor agrees to devise reporting and assessment forms acceptable to the Department (NYCRR 428).

The Contractor agrees to help to encourage all appropriate parties to be present for the case planning/service plan development sessions.

The Contractor agrees to conduct in the U. C. R. meetings and other treatment meetings as requested by the Department.

The Contractor agrees to see all children and families at/in home and community locations, i.e. school. Visits must include unannounced visits.

The Contractor will provide:

1. Linkages to an integrated system of diversions to community-based services.
2. Promote the development of community-based services as an alternative to institutionalization.

#### Outcome/Measurements for Case Management System

Outcome # 1: Children and caretakers will demonstrate an increased knowledge and understanding of the mental illness that affects their family and develop the appropriate skills to successfully live with their illness and remain in the community.

Performance: Children and caretakers will jointly develop with Kids Oneida a “plan of care” that specifically addresses the needs of the family through linkages to an integrated system of community-based services as an alternative to institutionalization.

Measurement: 70% of the 135 children enrolled in the Kids Oneida Program will remain in their family/caretakers home.

Measurement: 70% of the 135 children enrolled in the Kids Oneida program will be successfully integrated in their school / community and partake in available resources that will reinforce effective family functioning and stabilization.

Outcome # 2: Children with mental illness enrolled in the Kids Oneida program will experience a decreased number of out of home placements and care days in mental health facilities or Department of Social Services child care agencies as compared to previous years.

Performance: Children and caretakers will jointly develop with Kids Oneida a "plan of care" that specifically addresses the needs of the child in temporary placement and supports for the family through linkages to an integrated system of community-based services as an alternative to institutionalization.

Measurement: For the families of children requiring out of home placement due to dangerous or self-injurious behaviors, 70% of those identified families will actively participate in both the service and discharge planning of that child in order for the child to be returned to the home as quickly and safely as possible.

The Contractor will provide reports to the Department as requested and a final statistical report of services provided by the Contractor and all subcontractors under the terms of this Agreement.

The Contractor agrees to prepare and provide any and all monthly reports or statistical data required by the County and State Governments pertaining to this contract.

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub-contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub-contractor must include the following written statement when disclosing any confidential HIV - related information.

" This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the

privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any

amendments to protected health information in accordance with 45 CFR § 164.528;

7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

In the event of home visitation, it should be the responsibility of representatives of the County of Oneida involved either directly or through contract services to have those representatives observe negative living conditions in the residences that are inspected and to report those conditions to the responsible code department for the municipality in which they are located or to the Department of State, if the Municipality has no code enforcement agency. Each representative will have checklist and will complete the checklist after making visual inspections and will also report any gross deviations from normal living standards not included on the checklist.

The Contractor represents and agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled " Equal Employment Opportunity " as amended by the Executive No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

It is expressly agreed between the parties that the Contractor is an independent contractor and not in any way deemed to be an employer of the Department or the County of Oneida.

It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission on the Contractor with respect to this Agreement or any terms hereof.

This Agreement can be terminated with a 30 day written notice by either party.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no

further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

### REIMBURSEMENT

The Department agrees to reimburse the Contractor at a rate of \$ 1,955.00 per month per child enrolled in the Kids Oneida Demonstration Project. It is expressly understood that this rate shall be an all-inclusive amount for the enrolled child and involved family members. Should a sibling of the enrolled child require a level of service beyond regular case planning and/or involvement in family support or treatment services, that a separate rate may need to be negotiated between the Department and the Contractor for the provision of extreme services (such as multiple placements) for that siblings. The maximum children at any given time shall be 135.

It is also expressly understood that the Contractor will be responsible for the cost of any out of home placements with the exception of juvenile justice system provided to an enrolled child. The cost of any such residential care will be deducted from future advances made by the Department to the Contractor.

The per month rate per child may be amended at any time through the Agreement of both parties to reflect actual cost experiences of the Contractor.



CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

- A. The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

*Kids Oneida Inc.  
Case Management System*

# 23801  
1/1/11-12/31/11

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

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

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

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DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Kids Oneida, Inc  
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Robert J. Roberts III, CEO/Executive Director  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature]  
SIGNATURE

12-8-10  
DATE

Anthony J. Picente Jr.  
County Executive

Lucille A. Soldato  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**  
County Office Building 800 Park Avenue Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

December 3, 2010

FN 20 10 - 461

Honorable Anthony J. Picente  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**HUMAN RESOURCES**  
**WAYS & MEANS**

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Enclosed are copies of Purchase of Services Agreement for Children's Corner at Rome, 730 North Jay Street, Rome, NY 13440. This Center provides safe Day Care Services for children. The Department pays them for care of children from eligible families. This resource helps to ensure safe care of children while their families participate in training and/or employment.

The term of this Agreement is January 1, 2011 through December 31, 2011 paid at Day Care "Market Rates" as determined by New York State Office of Children and Family Services.

The total paid to Children's Corner at Rome for services provided December 1, 2009 through November 30, 2010 was \$ 192,092.92 with a local cost of 4 % or \$ 7,683.72.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

2010 DEC 14 PM 4:46

RECEIVED  
ONEIDA COUNTY LEGISLATURE

Date 12/14/10

12/3/10  
# 10501

**Oneida Co. Department Social Services**

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Children's Corner at Rome  
730 North Jay Street  
Rome, New York 13440

**Title of Activity or Services:** Day Care Services

**Proposed Dates of Operations:** January 1, 2011 through December 31, 2011

**Client Population/Number to be Served:** Licensed for a total of 54 children 8 Infants, 10 Toddlers, 26 Preschoolers, and 10 School-Aged Children.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

Day Care Services located at Children's Corner at Rome  
730 North Jay Street, Rome, New York 13440

**2). Program/Service Objectives and Outcomes -**

To provide safe quality day care services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

**3). Program Design and Staffing Level -**

**Total Funding Requested:** New York State Market Rates

**Oneida County Dept. Funding Recommendation:** Account # A6055.495

**Mandated or Non-mandated:** Mandated service

**Proposed Funding Source (Federal \$ /State \$ / County \$):**

<b>Federal</b>	84 %	\$ 161,358.05
<b>State</b>	12 %	\$ 23,051.15
<b>County</b>	4 %	\$ 7,683.72

**Cost Per Client Served:**

**Past performance Served:** The Department has contracted with this provider since 1989. The Department paid a total of \$ 192,092.92 for the time period of December 1, 2009 through November 30, 2010. The provider served 54 children during this time frame.

**O.C. Department Staff Comments:** The Department contracts with a number of providers to ensure the availability of services.

CONTRACT IDENTIFICATION

AGREEMENT	DISTRICT CODE	DATE MO. YR.	CONTRACT NUMBER	FED. PART.
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DAY CARE SERVICES

Agreement made this 1st day of JANUARY, 2011, by and between the Oneida County Department of Social Services, located at 800 Park Avenue, Utica, NY hereinafter called the Department and CHILDREN'S CORNER AT ROME, located at 730 NORTH JAY ST. ROME, NEW YORK 13440 hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida, hereinafter called the Commissioner, is authorized under Section 410 of the Social Services Law (SSL) to provide Day Care Services at public expense for children residing in her territory who are eligible therefore pursuant to criteria established by the New York State Department of Social Services, and

WHEREAS, the Commissioner may provide such Day Care Services either directly or through the purchase of such care from a private non-profit corporation or association pursuant to Section 410 (3) (a) of said SSI, or if the Center is a private proprietor a waiver has been granted pursuant to Section 410.3 and

WHEREAS, the Contractor is authorized to provide Day Care Services by reason of holding a valid permit pursuant to Section 390 SSI, and

WHEREAS, Day Care Services are included in the latest Comprehensive Annual Social Services Program Plan for New York State including the Oneida County Social Services District, and

WHEREAS, the Department feels that the amount of funds to be paid to the Contractor is reasonable and necessary to assure quality of services; and

WHEREAS, it is economically and organizational feasible for the Department to contract with the Contractor for the performance of these services;

NOW THEREFORE, the parties in consideration of the above, do covenant and agree as follows:

1. The Contractor shall furnish to the Department Day Care  
*Children's Corner at Rome* # 10501  
*Day Care Center* 1/1/11-12/31/11

Services as follows:

Objectives

(a) To provide quality day care to children between 6 weeks and 12 years of age for a portion of the day and less than 24 hours, outside their home in accordance with State and Federal standards for day care.

Location of Services

(b) The Contractor will provide the agreed services at its place(s) of business, SEE ATTACHED APPENDIX. There are no other locations where the Contractor will provide services.

Unit of Service

(c) A unit of service is defined for the purpose of this agreement, as the care of a child for one week, five full days of at least six hours per day.

(d) A child in care at this Center must be at least 6 WKS and no more than 12 YEARS of age since this is the basis for issuance of their permit.

2. The Department will pay the Contractor Per Market Rates for each unit of service (ref., item 1. (c) provided pursuant to this agreement. This rate per service unit has been determined by the Department to be an amount reasonable and necessary to assure the quality of the day care services purchased per DSS 1993, Annual Day Care Budget form. Part-time rate will be individually negotiated.
3. This Agreement may be terminated by either party upon 30 days notice to the other party.
4. Performance under this agreement shall commence on JANUARY 1, 2011 and shall terminate on DECEMBER 31, 2011 it is agreed by the Contractor that performance without this agreement will not be paid for by the Department.
5. The parties hereto agree to abide by all the items and requirements set forth in Contract Attachment A, hereto annexed and made part hereof, or as the same may be amended by amendments hereto.

Department will not be responsible for any fee and all clients supplemented by Social Services funds will not be required

*Children's Corner at Rome  
Day Care Center*

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to pay a registration fee.

Now Therefore, the Department will allow for payment of 4 absentee days per month.

In Witness Whereof, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Anthony J. Picente Jr., Oneida County Executive

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Lucille A. Soldato, Commissioner  
Oneida County Department of Social Services

DATE: 10/21/10 BY: \_\_\_\_\_  
 Contractor

Board President  
Title

CONTRACT ATTACHMENT A

The parties to the Purchase of Services Agreement made on the 1st. day of JANUARY 2011, By and Between the Oneida County Department of Social Services, located at County Office Building, 800 Park Avenue, Utica, New York, hereinafter called the Department and CHILDREN'S CORNER AT ROME, located at 730 NORTH JAY STREET, ROME, NEW YORK 13440 hereinafter called the Contractor do hereby agree that this Attachment A is part and parcel of aforesaid agreement and do further covenant and agree as follows:

1. If and so long as funds are available therefore, the Contractor shall furnish services to persons determined by the Department to be eligible therefore, in accordance with standards prescribed by the Department and by the State Department of Social Services.

2. If and so long as funds are available therefore, the Department shall purchase from the Contractor, any or all of the services set forth in this agreement which the Contractor may furnish to persons eligible therefor.

3. The Department shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for the above services to be purchased by the Department and to be furnished by the Contractor to those persons determined to be eligible therefore in accordance with the Social Services Law of the State of New York and the Regulations of the New York State Department of Social Services, and the Department will retain continuing, basic responsibility for determining the eligibility of persons for such services.

4. The Department shall perform the functions of determining eligibility and developing the individual plans of services in accordance with applicable Federal and State requirements, pursuant to the procedures and criteria established by the Department.

5. The Department shall furnish such services in accordance with applicable requirements of law and shall cooperate with the Department, as may be required so that the Department and the New York State Department of Social Services will be able to fulfill their function and responsibilities as the Single State Agency under Title XX and the other applicable provisions of the Social Security Act and the Social Services Law and be able to meet all the applicable requirements, both State and Federal pertaining thereto.

6. The Contractor will establish a system through which

*Children's Corner at Rome*  
*Day Care Center*

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recipients may present grievances about the operation of the service program. The Contractor will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

7. The Department shall notify applicants for or recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for service with reasonable promptness. Whenever an applicant or recipient requests a fair hearing, the New York State Department of Social Services will provide such a hearing through its regular fair hearing procedures.

8. (a) The Department working through the State Department of Social Services shall be responsible for establishing fair hearing procedures; holding fair hearings and issuing appropriate decisions thereon; and taking such steps as may be necessary to enforce its determinations and decisions. The Department shall provide the Contractor with copies of its decision.

(b). The Contractor, upon the request of the Department shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

9. Designated representatives of the Department and of the State Department of Social Services shall have access to persons who are eligible for or who may be eligible for the services herein, and to the records of such persons for the purpose of the proper discharge of its responsibilities under this agreement.

10. The Contractor agrees to maintain books, records documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.

These records shall be subject at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by the Department, as well as by Federal personnel when Federal funds are being utilized in making payments to the Contractor.

The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by the Department.

The Contractor agrees to include these requirements in all subcontractors and assignments.

11. Contractor agrees to maintain program records required by the Department and agrees that a program and facilities review,

including meetings with consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services-may be conducted at a reasonable time by appropriate State and Federal personnel and other persons duly authorized by the Department.

12. The Contractor agrees to retain all books, records and other documents relevant to this agreement for five years after final payment, Federal and/or State auditors and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period.

13. The Department shall develop, in cooperation with the Contractor, a system of reports to be made periodically as are or may be necessary to comply with applicable Federal and State requirements.

14. The Department and the Contractor shall through cooperative efforts develop forms, procedures and financial controls for carrying out their respective responsibilities under this agreement.

15. The Contractor shall not assign this agreement without prior written approval of the Department (which shall be attached to the original agreement) and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed upon prices.

16. The Department and the Contractor shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information, and each agree not to allow examination of records or disclose information, except that examination of records by the Department as may be necessary to assure that the purpose of the agreement will be effectuated, and also to otherwise comply with the Department's requirements and obligations under law will be allowed. In addition, the Department and the Contractor shall be bound by the provisions of 45 CFR 205.50, and all amendments thereof, and any other relevant provision of the state service operation work plans and Federal regulations.

17. The Contractor represents and agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled " Equal Employment Opportunity " as amended by the Executive No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60.

The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

18. The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must include the following written statement when disclosing any confidential HIV - related information.

" This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

19. The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;

3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available

to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and

9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

20. The Contractor agrees to comply that any contractor doing business from a location within Oneida and Herkimer Counties shall be required, pursuant to Oneida County Board of Legislators Resolution No. 249 of May 29, 1999, to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors.

21. The parties agree to renegotiate this agreement in the event that the Department of Health, Education and Welfare or the New York State Department of Social Services issue new or revised requirements on the Department as a condition for receiving continued Federal or State reimbursement.

22. This agreement may be amended whenever determined necessary by the Department and Contractor. All amendments must be in writing, duly signed by both parties and be annexed to the contract.

23. This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto.

24. The Contractor will retain all fees collected from eligible individuals required to pay such fees and will reduce its claim for Federal, State or County reimbursements by the amount of such fees determined by the Department to be due from such recipients. The collection of such fees is solely the responsibility of the Contractor.

25. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not, on the grounds of age, race, color, or national origin:

a. deny an individual any services or other benefits provided under the program;

b. provide any service(s) or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;

c. subject an individual to segregation or separate treatment in any matter related to his receipt of any service(s) or other benefits provided under the program;

d. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service(s) or other benefits provided under the program;

e. treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s), or other benefits provided under the program;

f. deny any individual an opportunity to participate in the program through the provision of services or otherwise, or will afford him an opportunity to do so which is different from that afforded others under the program.

26. During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin, and will take affirmative action to



insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retaining, including apprenticeship and on-the-job training.

b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of age, race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Division for Human Rights of such failure or refusal.

c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, sex, color or national origin.

e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit

access to his books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Department upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for further contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division for Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division for Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights of his designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

g. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the Department may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

27. The Contractor agrees to be bound by the provisions of Section 103-a and 103-b of the General Municipal Law of the State of New York which provides in part: that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the Department of Law, head of a city department, or other city agency which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or officials of the state or of any political subdivision thereof or of a public

authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

a. The Contractor, its director, and officers, and any firm partnership or corporation of which they are a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five(5) years after such refusal and,

b. This agreement and any and all other contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred and fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or officer may be canceled or terminated by the Department or municipal corporation or fire district without incurring any penalty of damages on account of such cancellation or termination, and any monies owed by the Department or municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

c. The undersigned, as an officer of the Contractor expressly warrants and represents that neither he nor any member, director or officer of the Contractor, prior to the date of execution of this contract, has been called before the grand jury, head of a state department, temporary state commission or other state agency which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or any political subdivision thereof, or of a public authority or of any fire district, and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

28. It is hereby agreed that the Contractor will secure compensation insurance to cover employees engaged under this contract in compliance with the provisions of the Workmen's Compensation Law, and keep such employees insured during the life of this contract, and in default thereof, this contract shall be void and of no effect.

29. The relationship of the Contractor to the Department shall be that of independent contractor. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such

status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to workmen's compensation coverage, or retirement membership or credits.

30. By submission of any bid in connection with this agreement, each bidder and each person signing on behalf of any bidder certified, and in the case of a joint bid each party thereto certified as to its own organization under penalty of perjury, that to the best of his knowledge and belief:

(1). The prices in this bid have been arrived at independently without collusion, consultation, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2). Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder to any competitor; and

(3). No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the immediate preceding paragraph.

It is expressly agreed between the parties that the Contractor is an independent Contractor and not in any way deemed to be an employee of the Department or the County of Oneida.

It is further expressly agreed that the Contractor will hold the Department and the County of Oneida Harmless from any liability arising from any act of omission or commission by the

Contractor with respect to this Agreement or any terms hereof.

In Witness Whereof, the parties hereunto have signed this attachment and their Agreement for Purchase of Services to which this Addendum is annexed and have affixed their signatures on the day and year appearing opposite thereto.

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Executive: \_\_\_\_\_

Anthony J. Picente Jr., Oneida County Executive

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Approved as to Form \_\_\_\_\_

Oneida County Attorney

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Department of Social Services: \_\_\_\_\_

Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: 10/21/10

Agency: Children's Corner at Rome

Authorized Signature: \_\_\_\_\_ 

Print Authorized Name: Johnny L. Davis

Title: Board President

\*\*\*\*\*

APPENDIX

List all names and locations where Contractor will provide services below:

*Children's Corner at Rome  
Day Care Center*

*# 10501  
1/1/11-12/31/11*

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification;

*Children's Corner at Rome  
Day Care Center*

# 10501  
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- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. The applicant that it will or will continue to provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - 1. The dangers of drug abuse in the workplace;
    - 2. The grantee's policy of maintaining a drug-free workplace;
    - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
    - 4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-
    - 1. Abide by the terms of the statement and;
    - 2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.
  - (f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-
    - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
    - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of



paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

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**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

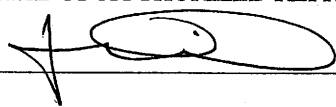
*CHILDREN'S CORNER AT ROME INC.*

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

*Johnny L. Davis Board President*

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE



*10/21/10*  
DATE

Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501

Phone (315) 798-5733 Fax (315) 798-5218

December 9, 2010

FN 20 10-462

Honorable Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**HUMAN RESOURCES**

Dear Mr. Picente:

**WAYS & MEANS**

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

The Purchase of Services Agreement with the Oneida County Sheriff's Office ensures a Oneida County Deputy Sheriff is competent and trained in the area of Child Sexual Abuse investigation, to participate at the Child Advocacy Center.

The Child Advocacy Center has proven itself to be a model program and has been effective in the team-approach of investigation and conviction of perpetrators.

This Agreement is scheduled to become effective January 1, 2011 through December 31, 2011. The total budget of this Agreement is the salary and fringe benefits for one deputy and totals \$ 108,478 the Department of Social Services contributes 80% or \$ 86,782 with a local share of 7.88% or \$8,548. The Sherriff's Office will contribute 20% of the total cost equaling \$ 21,696.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action at its Board Meeting. Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente Jr.  
County Executive

Date 12/14/10

LAS/tms  
attachment

2010 DEC 14 PM 4:57  
RECEIVED  
ONEIDA COUNTY LEGISLATURE

12/9/10  
# 21101

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: Oneida County Sheriff's Office  
6065 Judd Road  
Oriskany, New York 13424

Title of Activity or Services: Child Advocacy Center

Proposed Dates of Operations: January 1, 2011 through December 31, 2011

Client Population/Number to be Served:

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

Multidisciplinary team that will increase the number of convictions in Child Sexual Abuse cases with participation from all law enforcement agencies throughout Oneida County. The contract allows for (1) Deputy from the Oneida County Sheriff's Department to be dedicated to the Child Advocacy Center.

**2). Program/Service Objectives and Outcomes -**

Provides for participation of a Deputy Sheriff at the Child Advocacy Center. The Advocacy Center allows Oneida County Department of Social Services to:

- (1). Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services and Medical Providers Rape Crisis.
- (2). Increase percentage of reported Child Sexual Abuse case that are indicated, prosecuted, and convicted.
- (3). Decrease the number of interviews with the child, level of trauma to the child and secondary victims.

### 3). Program Design and Staffing Level -

1 Oneida County Deputy Sheriff to work with a multidisciplinary team consisting of:

- 1 Full-Time Rome Police Officer
- 1 Full-Time Utica Police Officer
- 1 Child Advocacy Administrator through the District Attorney Office

#### Total DSS Funding Requested:

Total Cost	=	\$ 108,478
Funding through Federal, State and DSS	=	\$ 86,782
Funding through Sheriff Department	=	\$ 21,696

**Oneida County Dept. Funding Recommendation:** Account #: A6011.49537

**Mandated or Non-mandated:** The Department is mandated to investigate instances of alleged abuse or neglect, however the way the Department provides this service is at the Department's discretion and the use of on-site workers to minimize the trauma to the alleged victims is non-mandatory.

#### Proposed Funding Source (Federal \$ /State \$ / County \$):

Federal	38.39 %	\$ 41,644.70
State	33.73 %	\$ 36,589.63
Department of Social Service	7.88 %	\$ 8,548.07
Sheriff's Office	20.00 %	\$ 21,695.60

#### Cost Per Client Served:

**Past performance Served:** The Department has had a contract with the Oneida County Sheriff's Office as part of the Child Advocacy Center since 1990. The 2010 total Contract amount was \$97,509.00 with Department support in the amount of \$ 78,007. The Sherriff's Office has taken on 20% of the total cost of this contract since 2008.

#### O.C. Department Staff Comments:

## AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the Oneida County Sheriff's Office, Law Enforcement Building 6065 Judd Road, Oriskany, New York 13424 (hereinafter called Contractor).

Whereas, the Department has need for a more intensive and coordinated approach to the investigation of Child Sexual Abuse.

Whereas, the Department desires to establish a Child Advocacy Center to deal with the problem of Child Sexual Abuse who would seek to meet the following goals:

1. Establish a multidisciplinary team consisting of experienced and trained personnel from CPS, law enforcement, medical providers Rape Crisis, and the District Attorney's office,
2. Increase the percentage of reported child sexual abuse cases that are indicated, prosecuted and convicted,
3. Decrease the number of necessary interviews with the child victim,
4. Decrease the level of trauma to the child victims and secondary victims,
5. Establish a child-oriented interview setting,
6. Maintain accurate records of reports, arrests, prosecutions, and convictions,
7. Provide on-going training, and
8. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

Now, therefore, the Contractor agrees to provide the Services of a Deputy Sheriff on a full-time basis to be assigned solely to the Department for participation in the Child Advocacy Center.

The Contractor agrees to have the Deputy stationed on site with the Child Advocacy Center.

The Contractor agrees that the Deputy will perform the following task as part of the Child Advocacy Center.

1. Be responsible for the investigation of the Sexual Abuse Allegations.
2. Interview victims using appropriate techniques agreed upon by the Task Force.
3. Interrogate suspects and possible witnesses, under the direction of the District Attorney.
4. Gather and process evidence on the assigned cases.
5. Work in tandem with the Child Protective Services Caseworkers at the Child Advocacy Center.
6. Participate in all meetings of the Child Advocacy Center and to assist in developing the methods and means by operation of the Task Force.
7. Attend all training, as proposed and established as part of the Child Advocacy Center.

The Contractor and the Department agrees that all information exchanged is considered confidential and will be used only for the purpose outlined in the Contract.

The Contractor agrees to comply with the Civil Rights Act of 1964, as amended by Executive Order 11246, 41CF Part 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR Parts 84 and 85;

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related test.

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must include the following written statement when disclosing any confidential HIV - related information.

" This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health

- information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.



The Department agrees to Pay the Contractor on a monthly basis upon presentation of an Oneida County Voucher, listing the Contract #, Contract name, and an attached data including the Deputy's Name, salary paid, and fringe, Certified copies of the assigned investigator's official time sheets will be attached to the voucher.

The Department agrees to pay the Contractor 80% of the total Contract amount not to exceed \$86,782. The Sheriff's Department will be responsible for the other 20% in the amount of \$21,696 with a total contract amount of \$ 108,478 per attached budget. Any time spent by an investigator that is not related to the mission of the Child Advocacy Center without the prior approval of the law enforcement coordinator will not be reimbursed. Any expenses or financial obligations made by the investigator without the prior approval of the law enforcement coordinator will become the responsibility of the contractor.

The rate of pay and fringe is paid at the currently negotiated Employee Contract and may change upon any future signed Employee Contract. This Contract may be Amended upon receipt of a statement of applicable salary and fringe changes.

The Contractor agrees to provide an Annual Certification as attached pertaining to this contract as part of the Contractor's Annual independent audit.

The Contractor agrees that all records must be available for a period of 6 years and must be made available for audit by the New York State Department of Social Services, New York State Audit and Control and the Department of Health and Human Services upon request.

The term of this agreement is from January 1, 2011 to December 31, 2011 and is subject to re-negotiation within 30 days of the expiration date.

This Agreement can be terminated with a 30 day written notice by either party.

It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by the Contractor with respect to this Agreement or any terms hereof.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to

approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

\*\*\*\*\*

Date: \_\_\_\_\_  
Oneida County Executive: \_\_\_\_\_

Anthony J. Picente Jr., Oneida County Executive

\*\*\*\*\*

Approved as to Form \_\_\_\_\_  
Oneida County Attorney

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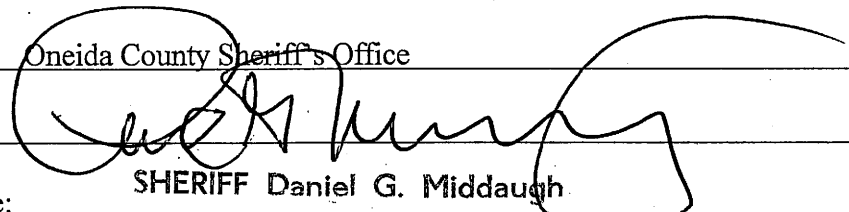
Date: \_\_\_\_\_

Oneida County Department of Social Services: \_\_\_\_\_  
Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: 1/30/11

Agency: Oneida County Sheriff's Office

Authorized Signature: 

Print Authorized Name: SHERIFF Daniel G. Middaugh

Title: \_\_\_\_\_

\*\*\*\*\*

Oneida County Sheriff Department  
Child Advocacy Center Budget  
January 1, 2011 – December 31, 2011

Salaries:

One Investigator	\$ 64,371	
Overtime	\$ 15,000	
Subtotal:		\$ 79,371

Fringe Benefits

Soc Sec., W.C., Retire, UI	\$ 15,207	
Health Insurance	\$ 10,000	
Subtotal:		\$ 25,207

Other

Uniform Allowance	\$ 600	
Pager Pay	\$ 300	
Vehicle Gas	\$ 3,000	
Subtotal:		\$ 3,900

**GRAND TOTAL** **\$108,478**

**Sheriff's Contribution (20%)** **\$ 21,696**

**Net Total – (DSS 80%)** **\$ 86,782**

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees; as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

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

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

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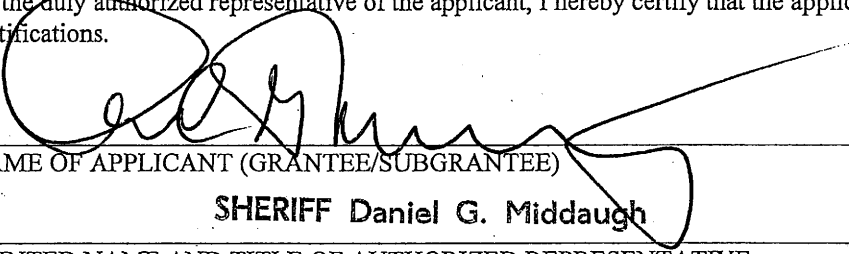
**DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.



NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

**SHERIFF Daniel G. Middaugh**

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

1/13/10  
DATE

Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

December 7, 2010

FN 20 10 - 463

Honorable Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**HUMAN RESOURCES**

**WAYS & MEANS**

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Attached is a Purchase of Services Agreement between the Oneida County Department of Social Services and The House of the Good Shepherd for the operation of a Continued Care Program for Oneida County.

The Agreement will provide a combination of services, including but not limited to case planning, behavior management training, clinical services and 24-hour crisis support. The services will reduce the length of stay in the Residential Treatment Center, reduce the number of children requiring replacement, and improve the child and family functioning post discharge.

The budget for this program is \$ 98,556.00 for the period of January 1, 2011 through December 31, 2011. The local cost for this effort is 27.88% or \$ 27,477.41.

Therefore, I am respectfully requesting that the Oneida County Board of Legislators approve this Agreement between the Oneida County Department of Social Services and the House of Good Shepherd.

Sincerely,

Lucille A. Soldato  
Commissioner

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 12/14/10

LAS/tms  
attachment

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RECEIVED  
ONEIDA COUNTY LEGISLATURE

12/7/10  
# 12908

**Oneida Co. Department Social Services**

**Competing Proposal \_\_\_\_\_**  
**Only Respondent \_\_\_\_\_**  
**Sole Source RFP \_\_\_\_\_**

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** The House of The Good Shepherd  
1550 Champlin Avenue  
Utica, New York 13502

**Title of Activity or Services:** Continued Care Program

**Proposed Dates of Operations:** January 1, 2011 through December 31, 2011

**Client Population/Number to be Served:** 35 Children & Their Families

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

Families will be provided a combination of services including Case Planning, Behavior Management Training, Clinical Services, Referral and Advocacy, Transportation, Educational Support, Respite, and "24 x 7" Crisis Support.

**2). Program/Service Objectives and Outcomes -**

- **Outcome:** To reduce the length of stay of children in residential treatment and to reduce the number of children needing replacement after discharge from residential treatment.
- **Performance:** Identify children who are appropriate for early discharge and return them to their homes with intensive services designed to support the family through this transition period including casework services, behavior management training, educational support, referral and advocacy, clinical services, respite services and crisis support.

**3). Program Design and Staffing Level -**

The program is designed to be an extension of the services provided to children and families through the Residential Treatment Center program. Discharge planning begins at the point of admission to the Agency. This involves an assessment of the needs of all family members, and the development of a wrap-around network of support services the family can utilize while the child is in placement, but more importantly, post placement. Children access "the continued care phase" based upon treatment team referral and availability of programming. A bachelor level family worker will work flexible hours with an emphasis



upon in-home support, and school support and liaison, utilizing after-school hours and weekends.

**Total Funding Requested:** \$ 98,556

**Oneida County Dept. Funding Recommendation:** A6070.49548

**Mandated or Non-mandated:** Preventive Mandated service

**Proposed Funding Source (Federal \$ /State \$ / County \$):**

<b>Federal</b>	38.39 %	\$ 37,835.65
<b>State</b>	33.73 %	\$ 33,242.94
<b>County</b>	27.88 %	\$ 27,477.41

**Cost Per Client Served:**

**Past performance Served:** The Department has had a contract for this service since 1998. The contract cost for 2010 was \$ 98,556.00

**O.C. Department Staff Comments:** The Department is satisfied with the provider's service. This contract saves the County money overall by reducing the number of days of stay, thus allowing for less out of area stays.

PURCHASE OF SERVICES AGREEMENT BETWEEN  
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES  
AND  
THE HOUSE OF GOOD SHEPHERD

THIS AGREEMENT, made and entered in to, by and between the Oneida Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the House of Good Shepherd, 1550 Champlin Avenue, Utica, New York 13502 (hereinafter called Contractor).

WITNESSETH THAT:

WHEREAS, the Oneida County Department of Social Services has responsibility for care and custody of children in placement through Legal processes,

WHEREAS, the Department has contracted with the Contractor for a Residential Treatment Center (R.T.C.) 1550 Champlin Avenue, Utica, New York,

WHEREAS, the Department desires to obtain a continued care program for children in the Residential Treatment Center, allowing the number of days the children need to remain in the level of care to be reduced,

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. SCOPE OF SERVICE The Contractor will:

1. Provide services to between 25-35 children and their families during the first year of operation.
2. Families will be provided combination of services, including case worker services, behavior management training, clinical services, referral and advocacy, transportation, educational support, respite, and " 24x7" crisis support, all based on individual need.
3. Identify children who are appropriate for early discharge and return them to their homes with services designed to support the family through this transition period.

4. To support the family in becoming fully integrated with the network of community based services developed through the course of treatment in the Residential treatment Center.
5. To provide a foundation that will enhance the effectiveness of the community based support network in maintaining the child in home, community and school.

## 2. PROGRAM GOALS

1. To continue to reduce the length of stay for Oneida County children placed in the R.T.C. program.
2. To increase the percent (not total number) of children placed locally by O.C.D.S.S.
3. To reduce the percent of Oneida County children requiring replacement, as well as reducing the number of subsequent care days from replacement.
4. To improve the child and family functioning post discharge, through the transition to the community-based support work.

## 3. PROPOSED PROGRAM DESIGN

The Continued Care Program is designed to be an extension of the services provided to children and families through the R.T.C. program. Discharge planning begins at the point of admission to the agency. This involves an assessment of the needs of all family members, and the development of a wrap-around network of support services the family can utilize while the child is in placement, but more importantly, post placement. Children access the "continued care phase" based upon treatment team referral and availability of programming. While the program will work with between 7-8 children in the community post discharge, it will also work with an additional six children in residential care who are nearing the point of discharge, as a way to better integrate and manage the treatment planning process.

A bachelor level Family Worker will work flexible hours with an emphasis upon in-home support, and school support and liaison, utilizing after-school hours and weekends. The R. T. C. "24x7" crisis management system will extend its coverage to include the nine children in the community, and agency-wide respite resources will be available on an as-needed basis.

Case worker services, clinical services, and referral /network development fall under the responsibilities of the R.T.C. primary therapist assigned to the case. As supports are developed and utilized in the community, clinical services will shift based upon the treatment plan. Case worker duties will remain with the R.T.C. primary therapist and will be transferred to a community-based provider prior to actual discharge from continued care.

Family support will be provided by the Family Worker. These services include behavior management training for parents, as well as providing structured behavioral interventions for the child to build upon the learning that takes place in the residential setting. In-home respite and transportation may also be provided based upon need. The Family Worker will also be a support for

the child in the school setting, and/or will assist the parents in negotiating through issues related to their child's educational program. The Family Worker will be part of the pool of residential staff managing the on-call program for the entire R.T.C., including the 7-8 children living at home. Family Workers will provide a similar array of services for the children awaiting discharge from the R.T.C. These services will be provided in the child's home after school, or on weekends during the child's regular scheduled home visits. Family Worker function and focus will be determined by the Treatment Team, of which the parents and child are members.

Short-term respite can be provided through a number of options at H.G.S., including foster family homes, G.E.F.C., or the various cottage and group home programs. Up to a total of 50 days a year will be available to meet the needs of all the continued care cases.

#### 4. DISCHARGE CRITERIA

Children and families will be discharged from the "continued care" phase of treatment within 2-4 months of their return home. Decisions will be based upon the child's capacity to remain home under reduced risk. Factors to be considered will include discharge goal and criteria attainment, and successful transition to community based support services.

#### 5. Outcome/Measurements for the Continued Care Program

- Outcome: To reduce the length of stay of children in residential treatment and to reduce the number of children needing replacement after discharge from residential treatment.
- Performance: Identify children who are appropriate for early discharge and return them to their homes with intensive services designed to support the family through this transition period including casework services, behavior management training, educational support, referral and advocacy, clinical services, respite services and crisis support.
- Measurement: 80% of the participant youth will be discharged from care earlier than the anticipated discharge date.
- Measurement: 80% of the participant youth will not reenter care within a 12 month period following termination of the continued care services.
- Measurement: 80 % of the participant youth will not present to the juvenile justice system within 12 month period following termination of the continued care services.

6. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-

Herkimer Solid Waste Authority facilities.

7. The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must include the following written statement when disclosing any confidential HIV - related information.

" This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

8. The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the

2. Contractor's own proper management and administration; and  
The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA

- compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

9. The cost of Continued Care Program shall not exceed \$ 98,556.00 as per the attached budget for the term of this Agreement January 1, 2011 through December 31, 2011. The Department will make payments to the Contractor on a monthly basis upon presentation of a County Voucher with such verifications as requested by the Department.

10. The Contractor agrees to maintain books, records and necessary supporting documents as required by Section 372 of the Social Services Law. The Contractor will use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under the Agreement. The financial and statistical records shall be subject at all reasonable times to inspection, review, or audit authorized by the County and State Governments.

11. The Contractor agrees to prepare and provide any and all monthly reports required by the County and the State Governments pertaining to this contract.

12. The Contractor agrees to provide an Annual Certification as attached pertaining to this Contract as part of the Contractor's Annual Independent audit.

13. The Contractor agrees that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Department, the Contractor shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor of third parties under the direction or control of the Contractor; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto,

Notwithstanding the foregoing, Contractor shall not be responsible under the terms of this Section 18 to the party indemnified hereunder for any claims, costs, expense, damages and liabilities whatsoever occasioned by the neglect acts or willful misconduct of the State, Department of Social Services or Contracting Party (County).

14. The Contractor may not assign, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein without the prior written consent of the County.

15. This Agreement shall run for a period of 1 year. This Agreement can be renegotiated at any

time by thirty days notice in writing by either party to the other. Such notice of renegotiation shall be given either personally or by certified or registered mail, return receipt requested. In this event, all obligations of both parties under this Agreement, with the exceptions of amounts due and owing from the county to the Contractor for services previously rendered, shall be modified at the end of thirty days from the date of notice of such modification, provided both parties agree in writing to any modifications.

This Agreement can be terminated with a 30 day written notice by either party.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.



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

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Executive: \_\_\_\_\_

Anthony J. Picente Jr., Oneida County Executive

\*\*\*\*\*

Approved as to Form \_\_\_\_\_

Oneida County Attorney

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Department of Social Services: \_\_\_\_\_

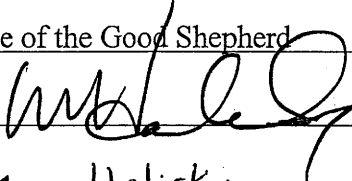
Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: 12/2/10

Agency: House of the Good Shepherd

Authorized Signature: \_\_\_\_\_



Print Authorized Name: William Holicky

Title: Executive Director

\*\*\*\*\*

House of Good Shepherd  
Continued Care Program  
January 1, 2011 – December 31, 2011

Salaries	\$ 58,657
Fringe Benefits	\$ 15,696
Personal Service Contracts	<u>\$ 0</u>
<b>Total Personnel Services</b>	<b>\$ 74,353</b>
Admin & Overhead	\$ 9,846
Rent/Lease	\$ 27
Supplies	\$ 887
Postage/Shipping	\$ 57
Travel/Conference	\$ 268
Telephone/Utilities	\$ 1,188
Insurance	\$ 969
Membership Dues	\$ 107
Facility Repairs	\$ 5
Miscellaneous:	
Food	\$ 500
Depreciation	\$ 1,735
Transportation & Workers' Expense	\$ 3,005
Interest	\$ 2,312
Purchase of health Services	\$ 50
Activities	\$ 1,500
Administrative Expense	\$ 143
Children's Allowance	\$ 100
Birthdays & Gifts	\$ 50
Books & Subscriptions	\$ 3
Personnel advertising & publicity	\$ 36
Data Processing	\$ 38
Flexible service dollars	\$ 1,288
<b>Total Miscellaneous Expenses</b>	<b><u>\$ 10,760</u></b>
<b>Total General Operating</b>	<b>\$ 24,114</b>
Equipment Purch/Rental	\$ 4
Equipment Maintenance	<u>\$ 85</u>
<b>Total Equipment Cost</b>	<b>\$ 89</b>
<b>Total Expenses</b>	<b>\$ 98,556</b>

**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

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

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

1550 Champlin Ave.

Utica, NY 13502

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

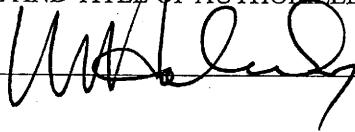
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

William Holicky

Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE



12/2/10  
DATE

**Anthony J. Picente Jr.**  
County Executive



**Lucille A. Soldato**  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**  
County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

December 10, 2010

Honorable Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

FN 20 10-464

**HUMAN RESOURCES**

**WAYS & MEANS**

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Enclosed is a renewal Purchase of Services Agreement with Kids Oneida Inc. for operation of the Step Down Program.

The services will be a scaled back wrap around model with less intense service and lower cost than the Kids Oneida Program. The children entering the Step Down Program will be selected from the high cost residential care and Kids Oneida Program. This program will create a less intense, less costly option for the entire service system forcing residential care institutions and Kids Oneida to expedite cases through the system. The Step Down Program will continue to reduce the cost of out of home placements by appropriately placing the identified children in a lower level of care.

The services are paid on rate of \$ 1,201.00 per month per child. The term of this Agreement is January 1, 2011 through December 31, 2011. The Contractor was paid \$ 683,190.76 for the period of December 2009 through November 2010 with a local cost of 27.88 % or \$ 190,473.58.

I respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
Attachment

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente Jr.  
County Executive

Date: 12/14/10

12/10/10  
# 23803

**Oneida Co. Department Social Services**

**Competing Proposal**   X    
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Kids Oneida Inc.  
310 Main Street  
Utica, New York 13501

**Title of Activity or Services:** Step Down Program

**Proposed Dates of Operations:** January 1, 2011 – December 31, 2011

**Client Population/Number to be Served:**

40 Children (Maximum at any given time)

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

The Contractor will provide children with a scaled back wrap-around model. Children will have a service coordinator and service providers on a less intensive basis and lower cost than Kids Oneida.

**2). Program/Service Objectives and Outcomes -**

Outcome/Measurements for Step Down Program:

- **Outcome #1:** Reduce the length of residential placement stays for children and reduce the number of children requiring replacement after discharge from a child care facility.  
**Performance:** Identify children who are appropriate for early discharge and return them to their caretakers with linkages to an integrated system of community-based services as an alternative to institutionalization.  
**Outcome #2:** Children with mental health and significant behavioral difficulties will have access to specialized community services in order to lessen the likelihood of an out of home placement or to prevent a movement to a more restrictive level of care for children currently in placement.  
**Performance:** Children remaining in the home or children residing in least restrictive levels of placement will be afforded specialized community-based services that will address the specific child need and prevent the need for an out of home placement or prevent a child from requiring a higher level of care.

### 3). Program Design and Staffing Level -

See number one (1)

**Total Funding Requested:** \$ 1,201 per month per child

**Oneida County Dept. Funding Recommendation:** Account # A6119.495

**Mandated or Non-mandated:** Preventive services are mandated

**Proposed Funding Source (Federal \$ /State \$ / County \$):**

<b>Federal</b>	38.39 %	\$ 461.06	per month per child
<b>State</b>	33.73 %	\$ 405.10	per month per child
<b>County</b>	27.88 %	\$ 334.84	per month per child

**Cost Per Client Served:** \$ 1,201 per child per month. The Program will serve a maximum of 40 children at any one time.

**Past performance Served:** This contract has been in place since 2005. It is an effective tool to lower the level of care of the child and ease the transition from institution to home. The Contractor was paid \$ 1,500 per child per month at a cost of \$ 683,190.76 for the period December 2010 through November 2010 with an average of 38 children served per month.

#### **O.C. Department Staff Comments:**

The Step Down Program will:

- Continue to reduce the cost of out of home placements in Oneida County.
- Trade a high cost placement for Kids Oneida Regular Step down program.
- Mechanism-Kids Oneida will identify children who can move directly from High Cost Residential Care to the Step-Down option of Services.

This program was submitted through the Request for proposal process and the Department received three (3) respondents and Kids Oneida was awarded the contract.



**THIS IS AN AGREEMENT**, by and between the ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES (hereinafter called the DEPARTMENT) having its principal office at 800 Park AVENUE, Utica, NY 13501 and KIDS ONEIDA INC., a not-for-profit corporation as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law (or, a public agency) having its principal office at 310 MAIN STREET, UTICA, NEW YORK 13501 (hereinafter called the Contractor).

**WITNESSETH:**

**WHEREAS**, the Commissioner of Social Services of the County of ONEIDA (hereinafter called the Commissioner) is charged with the responsibility for the administration of all child welfare services provided in the County of ONEIDA (hereinafter, the County) at public expense pursuant to Article 6 of the Social Services Law including preventive services pursuant to Section 409 et seq of the Social Services Law and the Consolidated Services Plan for New York State, and

**WHEREAS**, the Commissioner pursuant to Section 409-a.3 of the Social Services Law and 18 NYCRR Section 405.1 may provide such preventive services directly or through an authorized agency as defined in subdivision (a) of Section 371.10 of the Social Services Law, or a not-for-profit corporation as defined in paragraph (5) of subdivision (a) of Section 102 of the Not-for-Profit Corporation Law or a public agency that receives the prior approval of the New York State Department of Social Services; and

**WHEREAS**, the Contractor under the terms of its corporate authority has the power to provide the services required to be performed herein and

**WHEREAS**, the Department has determined that the amount of funds to be paid to the Contractor is reasonable and necessary to provide quality preventive services in conformance with the Consolidated Services Plan of the County of ONEIDA, Section 409 et seq of the Social Services Law and 18 NYCRR Parts 405 and 423, and

**WHEREAS**, it is economically and organizationally feasible for the Department to contract with the Contractor for the performance of these services.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE DEPARTMENT AND THE CONTRACTOR AS FOLLOWS:**

SECTION I DEFINITIONS

Whenever the following terms are used in this AGREEMENT and schedules attached hereto, they shall have the following meaning unless otherwise clearly noted.

*Kids Oneida Inc.*  
*KIDS Oneida Step Down Program*

# 23803  
1/1/11 -12/31/11

(1) Preventive services shall mean these supportive and rehabilitative services provided to children and their families in accordance with the provisions of 18 NYCRR Part 423 for the purpose of: averting a disruption of a family which will or could result in placement of a child in foster care; enabling a child who has been placed in foster care to return to his family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care. The following services, when provided for the above-stated purpose and in conformity with this Part, are considered preventive services.

Mandated preventive services shall mean preventive services provided to a child and his family whom the district is required to serve pursuant to 18 NYCRR Section 430.9. Non-mandated preventive services shall mean preventive services provided to a child and his family who the district may service pursuant to Section 409-a (2) of the Social Services Law. The services, set forth in paragraph (2) through (17) of this AGREEMENT when provided for the above-stated purpose and in conformity with 18 NYCRR Part 423, are considered preventive services.

(2) Case management is defined as the responsibility of the local Department of Social Services to authorize the provision of preventive services, to approve the client eligibility determination according to the criteria of 18 NYCRR Section 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.

(3) Case planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Section 430.8 through 430.13 that such services are provided and providing casework contact as defined in paragraph (4) of this AGREEMENT. Case planner shall mean the caseworker assigned case planning responsibility.

(4) Casework contacts is defined as :

(i). Individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parents, relatives or guardians constitutes preventive services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.

(ii). Individual or group activities with the child and/or the child's parents that are planned

for the purposes of achieving such course of action as specified in the child and family's service plan.

(5). Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a bachelors degree in human services a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from casework contacts as defined in paragraph (4) of this AGREEMENT.

(6). Emergency cash or goods is defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his family in an emergency or acute problem situation in order to avert foster care placement.

(7). Emergency shelter is defined as providing or arranging for shelter where a child and his family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.

(8). Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his parent, or legal guardians, or other caretakers and siblings. Family may include a women who is pregnant as specified in 18 NYCRR Section 320.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care.

(9). Family planning services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(10). Home management services as defined in the Consolidated Services Plan off the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(11). Homemaker services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(12). Housekeeper/chore services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.

(13). Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and family/parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

(14). Parent training is defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental

functioning and parent/child relationships in order to avert a disruption in a family or help a child in foster care return home sooner than otherwise possible. Parent training may include child-parent interaction groups formed to enhance relationship and communication skills.

(15). Transportation services is defined as providing or arranging for transportation of the child and/or his family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a preventive service for visitation of children in foster care with their parents except when such transportation cannot be arranged or provided by the child's family.

(16). The term of this Agreement shall be from January 1, 2011 through December 31, 2011 (maximum of 12 months) and may be renewed in writing from renegotiations agreeable to each party, and completed prior to the end of the term of this Agreement. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six months prior to the expiration of this Agreement.

If notice not to renew has not been given in accordance with the foregoing, then the parties shall move with all due speed to reach a new Agreement to become effective upon expiration of this current Agreement.

If such negotiations for a new Agreement have not been completed upon expiration of this Agreement, the parties must enter into a written interim continuation Agreement for the intervening period.

### SECTION III SCOPE OF SERVICES

(17). It is mutually agreed between the DEPARTMENT and the CONTRACTOR that the CONTRACTOR shall furnish and coordinate preventive services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.

(18). The DEPARTMENT shall be responsible for determining the eligibility of persons for preventive services of children to be purchased by the DEPARTMENT. The DEPARTMENT shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.

(19). The DEPARTMENT shall be responsible for case management which shall include authorizing the provision of preventive services approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.

(20). The CONTRACTOR agrees to provide preventive services in accordance with the Program narrative and rates of payment described in Appendix A of this AGREEMENT.

(21). The CONTRACTOR and the DEPARTMENT shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

(22). The CONTRACTOR and the DEPARTMENT agree to comply with Section 153-d of the Social Services Law which requires all social services districts which purchase preventive services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.

(23). The CONTRACTOR and the DEPARTMENT agree that a determination by the State Department of Social Services to deny reimbursement to the DEPARTMENT for the provision of preventive services for a child, pursuant to Section 153-d of the Social Services Law, shall not relieve the DEPARTMENT or the CONTRACTOR from which the DEPARTMENT has purchased preventive services, from its statutory or contractual obligations to continue to provide preventive services for the child or other children in its care.

(24). Case Planning, Along with casework contacts, shall be provided by the CONTRACTOR in accordance with Appendix B of this AGREEMENT and as required by individual case plans 18 NYCRR Section 432.4(c).

(25). The CONTRACTOR will review and discuss the service plan with the DEPARTMENT, Any changes in the plan or significant deviation therefore, shall be submitted in a revised plan to the DEPARTMENT prior to the proposed implementation of the change. The CONTRACTOR shall implement the change upon receipt of written approval by the DEPARTMENT.

(26). The CONTRACTOR agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

#### SECTION IV FAIR HEARINGS

(27). The DEPARTMENT shall notify applicants for, or recipients of, care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon application within 30 days of application. The DEPARTMENT will also inform applicants for or recipients of preventive services how to file a fair hearing request. Whenever an applicant, or recipient, requests a fair hearing, the State Department of Social Services will provide such a hearing through its regular fair hearing procedures. The DEPARTMENT shall provide the CONTRACTOR with copies of the decision. The CONTRACTOR upon the request of the DEPARTMENT, shall participate in appeals and fair hearings as witnesses for a determination of issues.

SECTION V REIMBURSEMENT AND SERVICE FEES

(28). The DEPARTMENT shall reimburse the CONTRACTOR for provision of preventive services in accordance with the claiming procedures and prescribed schedule of fees, if applicable as set forth in Appendix A of this AGREEMENT and in accordance with State and Federal regulations pertaining to reimbursement of preventive services.

SECTION VI GENERAL RESPONSIBILITIES OF PARTIES

(29). The governing board of the CONTRACTOR shall exercise oversight of its day to day affairs and programs. The CONTRACTOR shall have the responsibility for day to day provision of preventive services for each child serviced by it in accordance with this AGREEMENT and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the DEPARTMENT.

(30). The CONTRACTOR will maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this AGREEMENT.

(31). The CONTRACTOR agrees to provide the services described in Appendix B of this AGREEMENT at the principal location of: Kids Oneida Inc., 310 Main Street, Utica, New York 13501 and agrees to provide the DEPARTMENT written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address(s).

(32). The DEPARTMENT agrees to notify the CONTRACTOR of persons assigned monitoring responsibility for Child Protective Services recipients receiving preventive services from the CONTRACTOR.

SECTION VII BOOKS, RECORDS AND REPORTS

(33). The CONTRACTOR will keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each public charge receiving services under this AGREEMENT. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of service involved with the case, including the date such services were provided. The CONTRACTOR shall make such reports to the DEPARTMENT on the current status and progress of each recipient of service at intervals required in the State Department of Social Services Regulations.

(34). All information contained in the CONTRACT'S files shall be held confidential by the CONTRACTOR and the DEPARTMENT pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18

NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

(35). The records of individual recipients of services shall be made available to the DEPARTMENT upon request for consultation or review.

(36). The CONTRACTOR will maintain statistical records as required by the DEPARTMENT and will furnish such data at times prescribed by and on forms supplied by the DEPARTMENT.

(37). The CONTRACTOR agrees to maintain financial books, records and necessary supporting documents as required by the DEPARTMENT. The CONTRACTOR will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this AGREEMENT. The CONTRACTOR agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the DEPARTMENT.

(38). Such financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and/or Federal personnel.

(39). The CONTRACTOR agrees to retain all books, records and other documents relevant to this AGREEMENT for six (6) years after final payment for services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.

(40). In addition to Paragraph 37, 38, 39 and 40 of this AGREEMENT, and until the expiration of (6) years after the furnishing of services pursuant to this AGREEMENT or any subcontract made pursuant to this AGREEMENT, the CONTRACTOR and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this AGREEMENT, and books, documents and records of CONTRACTOR or subcontractor(s) that are necessary to certify the nature and extent of such costs.

#### SECTION VIII ACCOUNTABILITY

(41). The DEPARTMENT will establish methods to evaluate the provision of preventive services by the CONTRACTOR pursuant to this AGREEMENT. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the CONTRACTOR recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his jurisdiction and thus has the duty, ongoing throughout the term of this AGREEMENT, to

monitor the CONTRACTOR with regard to the preventive services provided to the children referred hereunder.

(42). The CONTRACTOR agrees that a program and facilities review, as pertains to the delivery of preventive services under this AGREEMENT, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with and staff directly or indirectly involved in the provision of preventive services, may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.

(43). The DEPARTMENT shall confer with the CONTRACTOR at least twice a year to discuss the CONTRACTOR'S services purchased by the DEPARTMENT. This shall include but not be limited to such items as frequency of contact and planning with the natural family and significant others, scope of Service Plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the CONTRACTOR and the DEPARTMENT determined these were necessary. These semi-annual client reviews shall include determination of compliance to contract requirements.

(44). If the CONTRACTOR significantly does not conform to the provisions of this AGREEMENT after due written notice, the DEPARTMENT may take such actions or invoke such sanctions under this AGREEMENT and any appropriate regulations issued by the State Department of Social Services as it deems necessary.

(45). The CONTRACTOR may subcontract certain direct service of this AGREEMENT. The Contractor will provide a list of all sub-contracts on a monthly basis. It should also be noted that where subcontractors are permitted they are subject to Federal and State requirements governing purchase of services contracts and the CONTRACTOR is responsible for the performance of any subcontractor.

(46). The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the CONTRACTOR'S performance of the Services defined in Section 1. The CONTRACTOR further covenants that in the performance of this AGREEMENT no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the CONTRACTOR are annexed to this AGREEMENT.

#### SECTION IX COMPLIANCE WITH LAW

(47). The CONTRACTOR represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and



as supplemented in Department of Labor Relations, 41 CFR, Part 60. The CONTRACTOR also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.

(48). The CONTRACTOR represents and agrees to be bound by the terms and conditions of Appendix A and Appendix B attached hereto and made a part hereof.

#### SECTION X TERMINATION OF AGREEMENT

(49). The CONTRACTOR may be terminated by mutual written agreement of the contracting parties.

(50). The CONTRACT may be terminated by the DEPARTMENT for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, including the attachment thereto, provided that the DEPARTMENT shall give the CONTRACTOR written notice specifying the CONTRACTOR'S failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the CONTRACTOR. The CONTRACTOR agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.

(51). In addition to the termination provisions set forth in paragraph 51 supra, the DEPARTMENT shall have the right to terminate this AGREEMENT in whole or in part, if at any time CONTRACTOR has failed to comply with any Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the CONTRACTOR, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and CONTRACTOR fails to secure it during the term of this AGREEMENT.

(52). When a CONTRACT is to be terminated pursuant to Paragraph 51 and 52 of this AGREEMENT, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the AGREEMENT expiration date.

(53). Upon termination or upon expiration of the term of this AGREEMENT pursuant to Paragraphs 50, 51, or 52 supra, the DEPARTMENT will arrange for the transfer to another CONTRACTOR of all public charges then served in the CONTRACTOR. In order to reimburse that CONTRACTOR for all public charges not transferred by the effective date of termination, the DEPARTMENT and CONTRACTOR will negotiate an extension of this AGREEMENT prior to the date of termination.

(54). The CONTRACTOR shall comply with all DEPARTMENT close-out procedures,

including but not limited to: account for and refund to the CONTRACTOR pursuant to this AGREEMENT; not incur or pay any further obligation to be reimbursed to it under this AGREEMENT beyond the termination date; and transmit to the DEPARTMENT or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this AGREEMENT.

#### SECTION XI

(55). The DEPARTMENT and the CONTRACTOR agree that the CONTRACTOR is an independent CONTRACTOR and is not in anyway to be deemed an employee of the COUNTY. The CONTRACTOR agrees to indemnify the COUNTY for any loss the COUNTY or organization (excepting only the COUNTY), injured by negligent acts or omission of the CONTRACTOR its officers, employees or sub-contractors.

It is further understood and agreed that no agent, servant or employee of CONTRACTOR shall at any time or under any circumstances be deemed to be an agent, servant or employee of the COUNTY.

(56). The CONTRACTOR agrees that it will at all times indemnify and hold the COUNTY and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the CONTRACTOR, its officers or employees, with respect to this AGREEMENT and any of the terms thereof.

(57). This CONTRACTOR agrees that payment by the COUNTY will be contingent upon the CONTRACTOR submitting a claim form to THE ACCOUNTING DEPARTMENT which has been approved by DEPARTMENT certifying the satisfactory completion of the CONTRACTOR'S performance and setting forth the payment to be made.

(58). This AGREEMENT may not be assigned, transferred or in any way disposed of by the CONTRACTOR without first having obtained written approval thereof from the DEPARTMENT.

(59). The CONTRACTOR warrants that it is not in arrears to the COUNTY upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

(60). CONTRACTOR warrants that if and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. CONTRACTOR further agrees to keep such required documents in full force and effects during the term of this AGREEMENT, or any extension, and to comply within the required time to secure any new license so required.

\*\*\*\*\*

Date: \_\_\_\_\_  
Oneida County Executive: \_\_\_\_\_

Anthony J. Picente Jr., Oneida County Executive

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Approved as to Form \_\_\_\_\_  
Oneida County Attorney

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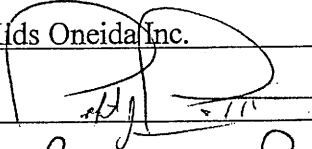
Date: \_\_\_\_\_

Oneida County Department of Social Services: \_\_\_\_\_  
Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: \_\_\_\_\_

Agency: Kids Oneida Inc. \_\_\_\_\_

Authorized Signature:  \_\_\_\_\_

Print Authorized Name: Robert J. Roberts III \_\_\_\_\_

Title: CEO / Executive Director \_\_\_\_\_

\*\*\*\*\*

## APPENDIX A

Purchase of Services Specifications for the Agreement between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the Laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and Kids Oneida Inc. with its principal offices located at 310 Main Street, Utica, New York 13501 (hereinafter called Contractor).

The Department wishes to have developed and operating a scaled back program to work with the current KIDS Oneida system. The step-down option creates a less costly, less intense option forcing residential care and the KIDS Oneida program to expedite cases through the system.

The Contractor is qualified to provide such services and has access to appropriate personnel to provide such services.

The Department has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services.

### SECTION I - SCOPE OF SERVICES

The Department and Contractor shall be responsible for determining the appropriate level of services for the individual. The Individuals deemed to need the step down option will be provided service through this contract.

The Department shall be responsible for case management.

The Contractor will keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, including the date such services were provided. The Agency shall make such reports to the Department on the current status and progress of each recipient of service at intervals required.

All information contained in the Contractor's files shall be held confidential pursuant to the applicable provision of the Social Services Law and any State Dept. Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

It is expressly understood that the Contractor may subcontract for the performance of the above without prior written approval of the Department. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements and the Contractor is responsible for the performance of any subcontractor.

Upon determining the appropriate level from the Department and Contractor, the Contractor will follow the established procedures as outlined in enrollment section of the Kids Oneida Policy. The services provided as part of this Agreement are appended to this Agreement (Appendix B). The Contractor will maintain a no reject or no eject policy. No discontinuing of services because of client cooperation or agreement without plan amendment and Department of Social Services approval

The Contractor agrees to devise reporting and assessment forms acceptable to the Department (NYCRR 428).

The Contractor agrees to help to encourage all appropriate parties to be present for the case planning/service plan development sessions.

The Contractor agrees to conduct U. C. R. meetings and other treatment meetings as requested by the Department.

The Contractor agrees to see all children and families at/in home and community locations, i.e. school. Visits must include unannounced visits. Visits will meet State and Federal guideline and local policy

The Contractor will provide:

1. Linkages to an integrated system of diversions to community-based services.
2. Promote the development of community-based services as an alternative to institutionalization.

Outcome/Measurements for Step Down Program:

- **Outcome #1:** Reduce the length of residential placement stays for children and reduce the number of children requiring replacement after discharge from a child care facility.

**Performance:** Identify children who are appropriate for early discharge and return them to their caretakers with linkages to an integrated system of community-based services as an alternative to institutionalization.

**Measurement:** 70% of the number of children identified for this program will be discharged from care earlier than the anticipated discharge date.

**Measurement:** 70% of the number of children identified for this program will not re-enter care within a 12 month period of their discharge.

- **Outcome #2:** Children with mental health and significant behavioral difficulties will have access to specialized community services in order to lessen the likelihood of an out of home placement or to prevent a movement to a more restrictive level of care for children currently in placement.

**Performance:** Children remaining in the home or children residing in least restrictive levels of placement will be afforded specialized community-based services that will address the specific child need and prevent the need for an out of home placement or prevent a child from requiring a higher level of care.

**Measurement:** 70% of the children referred for prevention of placement will remain in the home of their caretaker for a period of 12 months from the time the service is implemented.

**Measurement:** 70% of the children referred to prevent movement to a more restrictive level of care will remain at that level of care until they are either returned home or another permanency option is achieved.

The Contractor will provide reports to the Department as requested and a final statistical report of services provided by the Contractor and all subcontractors under the terms of this Agreement.

The Contractor agrees to prepare and provide the Department with any and all monthly or statistical reports required by the County or State Governments pertain to this contract.

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

The Contractor and any subsequent sub-contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub-contractor must include the following written statement when disclosing any confidential HIV - related information.

" This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

The Contractor, as a Business Associate of the Department, shall comply with the Health

Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR §

6. 164.524;  
Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

The Contractor also agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

In the event of home visitation, it should be the responsibility of representatives of the County of Oneida involved either directly or through contract services to have those representatives observe negative living conditions in the residences that are inspected and to report those conditions to the responsible code department for the municipality in which they are located or to the Department of State, if the Municipality has no code enforcement agency. Each representative will have checklist



and will complete the checklist after making visual inspections and will also report any gross deviations from normal living standards not included on the checklist.

The Contractor represents and agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246 entitled " Equal Employment Opportunity " as amended by the Executive No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

It is expressly agreed between the parties that the Contractor is an independent contractor and not in any way deemed to be an employer of the Department or the County of Oneida.

It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission on the Contractor with respect to this Agreement or any terms hereof.

This Agreement can be terminated with a 30 day written notice by either party.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the

Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

### REIMBURSEMENT

The Department agrees to reimburse the Contractor at a rate of \$ 1,201.00 per month per child enrolled in the Kids Oneida Step Down Program. It is expressly understood that this rate shall be an all-inclusive amount to include all the services in Appendix B. The maximum children at any given time shall be 40.

The per month rate per child may be amended at any time through the Agreement of both parties to reflect actual cost experiences of the Contractor.

Kids Oneida Inc. will attempt to utilize existing insurance coverage for clinical services outlined in Appendix B, prior to paying for clinical Services from their monthly fee.

Appendix B

**Covered Service:** Assessment Outpatient

**Service Description:** Neurological, psychiatric, developmental, functional behavioral and learning disability evaluations by a qualified professional on an outpatient basis.

**Credentials:** Licensed Physician, Licensed Psychologist, Licensed or Certified Social Worker/MFT

**Covered Service:** Medication Trial Outpatient

**Service Description:** Psychiatric medication trials, medication retrials, monitoring and evaluation on an outpatient basis.

**Credentials:** Licensed physician or Qualified Health Professional

**Covered Service:** Psychiatric Reviews/Medication Checks

**Service Description:** Medication review and check-ins brief reviews by a qualified professional.

**Credentials:** Licensed Physician, Nurse Practitioner, or RN

**Covered Service:** Rehabilitation Treatment

**Service Description:** Intensive Psychiatric Rehabilitation Treatment Service.

**Credentials:** All licensed DSS, OMH Rehabilitation Programs

**Covered Service:** Nursing Services

**Service Description:** Service providing monitoring and education to enrolled clients and family on medication, diagnosis, medical treatment, etc. as directed by a qualified professional

**Credentials:** RN, LPN

**Covered Service:** Individual Therapy

**Service description:** Goal-directed, face-to-face therapeutic intervention (including insight-oriented, behavior modifying, or supportive psychotherapy) with the enrolled client, which focuses on the mental health/behavioral/emotional needs of the client.

**Credentials:** Licensed/certified Psychologist, Social Worker, MFT, Supervised BA

**Covered Service:** Individual AODA Therapy

**Service Description:** Goal-directed, face-to-face therapeutic intervention with the enrolled client that focuses on AODA issues/needs of the client.

**Credentials:** Psychologist, Certified Social Worker, MFT, CASAC, Supervised BA

**Covered Service:** Family Therapy

**Service Description:** Goal-directed, face-to-face therapeutic intervention with the minimum of two family members that may include the enrolled client. Services may be in a clinic setting, school, or home.

**Credentials:** Licensed/Certified Psychologist, Certified Social Worker, MFT, Supervised BA

**Covered Service:** Group Therapy

**Service Description:** Goal-directed, face-to-face therapeutic intervention with the enrolled client and one or more clients who are treated at the same time that focuses on the mental/behavioral/emotional needs of the clients in the group.

**Credentials:** Licensed/Certified: Psychologist, Certified Social Worker, MFT, Supervised BA

**Covered Service:** Group AODA, Therapy

**Service Description:** Goal-directed, face-to-face therapeutic intervention with the enrolled client and one or more clients who are treated at the same time that focuses on the AODA needs of the clients in the group.

**Credentials:** Licensed/Certified Psychologist, Certified Social Worker, MFT, CASAC, Supervised BA

**Covered Service:** Special Therapy

**Service Description:** Non-traditional therapies including art, movement, music

**Covered Service:** Crisis Intervention and Treatment

**Service Description:** Immediate on-site (home, school, community) therapeutic response, available 24 hours per day, which involves face to face or direct telephone contact with enrolled client exhibiting acute psychiatric symptoms, and their families and other collaterals to alleviate the problems which if untreated present an immediate threat to clients or others.

**Credentials:** 1,000 Hours Experience with SED Children

**Covered Services:** Intensive Assessment/Stabilization Service

**Service Description:** Intensive, in-home service directed to stabilize a family situation and provide assessment information needed to effectively prevent crisis and eliminate the need for hospital or residential placement, available on a 24 hour a day basis (for a maximum of 30 days).

**Credentials:** 1,000 Hours Experience with SED Children

**Covered Service:** In-home Stabilization Follow-up Services

**Service Description:** Services delivered as a follow-up to covered service "Intensive Assessment/Stabilization Service", which will enable the family to incorporate the necessary skills and strategies to maintain changes made in the intensive phase without additional in-home therapy (for a maximum of 60 days).

**Credentials:** 1,000 Hours Experience with SED Children

**Covered Service:** Crisis Assistance

**Service Description:** Therapeutic planning and support for children and families who are in crisis, including a collateral contact to arrange necessary resources or coordinate services during or after a crisis.

**Credentials:** 1,000 Hours Experience with SED Children

**Covered Service:** In-home Treatment

**Service Description:** Flexible, time limited intensive services provided in the home. In-home services are geared toward families at risk of having a child removed from home and are viewed as one alternative to residential treatment. Services focus on the family as a unit and include; specialized parental skill training, behavior management, family therapy, 24 hour accessibility by the family (as needed), and intensive supervision of family client events.

**Credentials:** Licensed/Certified Psychologist, Certified Social Worker, MFT, or Supervised BA

**Covered service:** In-home Family Assessment

**Service Description:** In-home time limited intensive strength and needs based assessment. The assessment will identify individual and family strengths and needs and address the client's place of residence (i.e. home, foster home, etc.) potential for reintegration from out of home/community placement, and safety of all family members. The assessment is designed to protect the family's integrity, and is conducted within the family's cultural context

**Covered Service:** Evaluation Services

**Service Description:** Psychological, AODA, and behavioral, pre-admission screenings that are a requirement for evaluation/assessment and treatment planning.

**Credentials:** Licensed/Certified Psychologist, Certified Social Worker, MFT, and CASAC

**Covered Service:** Therapeutic Community Support

**Service Description:** Services that provide help in initiating or maintaining a community-based placement including supportive counseling, help finding an apartment, case management services to client and family members, etc., when provided by a person other than a service coordinator.

**Covered Service:** Camp

**Service Description:** All varieties of camp; special interest and general; resident and day.

**Covered Service:** Reintegration Treatment Services

**Service Description:** Services specifically designed to focus on the reintegration of a child into the family/surrogate family home after a placement in a hospital, residential treatment center, group home or any out-of home placement.

**Covered Service:** Consultation with Other Professionals

**Service Description:** Consultation by an MS, Ph.D., or MD clinician concerning specific clinical information and identified clinical needs necessary to create an individualized treatment plan. Consultation will always involve face-to-face contact among the consultant, service coordinator, and/or other treatment members.

**Credentials:** Licensed Physician, Psychologist, Certified Social Worker.

**Covered Service:** Behavioral Management Services

**Service Description:** Behavioral strategy program provided to enrolled clients by a trained mental health professional (i.e. Anger Management).

**Credentials:** Approved

**Covered Service:** Crisis Respite

**Service Description:** Special crisis respite provided at an hourly rate for less than 24 hours.

**Covered Service:** Respite Service

**Service Description:** Respite care refers to appropriate temporary care (usually day, overnight or longer), that is provided to and SED child either from within and extended family network or from an outside (neighborhood or agency) source, in order to sustain the family structure or to meet the planned needs of the enrolled client. Respite care can also be provided on an emergency basis.

**Credentials:** Licensed/Certified Provider

**Covered Service:** Respite Day Service

**Service Description:** Respite day care refers to appropriate temporary care (usually for 4 to 6 hours a day), that is provided to an enrolled child in order to provide the family/guardian with support/relief, that otherwise could result in the child's removal. It is anticipated that this childcare service will range from 10 to 40 hours a month.

**Covered Service:** Sibling Mentoring

**Service Description:** Mentoring Services (see Covered Service: Mentoring) provided for a sibling of an enrolled child

**Credentials:** 1,000 hours experience with SED Children

**Covered Service:** Teachers Aid

**Service Description:** A service delivered to an enrolled child during the school day to assist in preventing behavioral problems that otherwise, if unmonitored, could result in suspension from school.

**Credentials:** Trained/Licensed Teacher or Other Qualified Individuals

**Covered Service:** Parent Aid

**Service Description:** Services provided in the home/community that focus on the need of the parent for instruction and skill development to maintain or enhance parental functioning.

**Covered Service:** Tutoring

**Service Description:** Service provided to assist an enrolled client in achieving or maintaining age-appropriate academic skills as indicated on the client's IEP/report card or recommendations from teacher. Service shall be provided by a certified teacher.

**Credentials:** Trained /Certified Teacher or other Qualified Individuals

**Covered Service:** Mentoring

**Service Description:** Service provides a structured one-to-one relationship or partnership that focused on the needs of the mentored child. It encourages youth to develop to their fullest potential and helps that youth develop a vision for the future. It is anticipated that contact be from 10 to 30 units per month

**Credentials:** 1,000 Hours of experience with SED Children

**Covered Service:** Recreation

**Service Description:** Service provides for recreational/daily activities for the enrolled child or siblings to promote social skills. It is anticipated that contact will be from 10-30 units per month

**Covered Service:** Life Coach

**Service Description:** Service provided by a trained individual primarily as a live-in mentor and therapeutic support for an older child in an independent living transitional housing arrangement.

**Covered Service:** Volunteer Mentoring

**Service Description:** An enrolled child that has demonstrated the ability and interested in mentoring another enrolled child by sharing his/her experiences and talents in a structured supervised environment. (This service will always be accompanied with Covered Service: Mentoring)

**Covered Service:** Parent/Family Skills Training Groups

**Service Description:** Structured group activities designed to increase the ability of families and children to be successful in the community. Training normally involves a curriculum or defined set of experiences that will promote unable learning. Training may or may not include direct involvement of children in the sessions.

**Covered Service:** Community Supervision

**Service Description:** Contact by a trained professional designed to monitor specific behavioral objectives or performance on at least a weekly basis. The service should include specific behavioral objectives, time periods, and any crisis capability that are negotiated on a case by case basis. Monitoring of objectives and provision of treatment plan and/or court orders and any assistance may vary depending on the client's performance and level of monitoring needed. It is anticipated that contact will range from 5-25 units per month.

**Credentials:** 1,000 Experience with SED Children

**Covered Services:** Rise & Shine Supervision

**Service Description:** Service provides face-to-face supervision prior to scheduled school day, to enrolled clients with high-risk truancy issues and/or behaviors that would otherwise result in school suspensions. Service requires daily logs and communications with school personnel if client is unable or unwilling to attend School. It is anticipated that contact will be form 5-20 units per month.

**Covered Service:** Over Night Supervision

**Service Description:** Provides overnight supervision to ensure safety of an enrolled child.

**Covered Service:** Child/Family Supervised Visitation

**Service Description:** Provides monitoring/supervising court order visitation between enrolled child and family members or individually identified by family court judge.

**Covered Service:** Sibling Recreation

**Service Description:** Recreation services for the sibling of an enrolled child

**Covered Service:** Group Recreation

**Service Description:** Group recreation for one or more enrolled children or siblings

**Covered Service:** Intensive Supervision

**Service Description:** A multi-faceted service generally monitoring of curfew, school attendance and behavior, community behavior and conditions of court order for a distinct time period by a trained professional. Intensive supervision begins with a specific behavioral contact negotiated with enrolled client, parents, service coordinator and other interested parties. Contact with the enrollee client shall both monitor these expectations and other assistance, either by phone or in person. The service includes a 24-hour, 7-day week on-call crisis response. It is anticipated that contact of 5 hours of face-to-face or more a week will be required to meet these goals.

**Credentials:** 1,000 hours of experience with SED children

**Covered Service:** Supportive Independent Living

**Service Description:** Provides supported living environments for youths (ages 17-18), who require community intervention and supervision. Also includes teaching independent living skills.

**Credentials:** 1,000 Hours of experience with SED Children

**Covered Service:** Supportive Work Environments

**Service Description:** Provides supportive work environments for youths (ages 14-18), who require intervention and support on the job. Service also includes career planning and job placement.

**Covered Service:** Transportation

**Service Description:** Provides transportation of enrolled client or family members to and from scheduled appointments.

**Covered Service:** Discretionary Funds

**Service Description:** Provides monies for Mentoring and Recreation on a rate of \$ 30.00 per month per enrolled client. Other items of need such as: household supplies/groceries, incentive monies, membership, etc. are required to have prior approval by Kids Oneida.

**Covered Service:** Discretionary Employment/Supportive Work

**Service Description:** Wages for Employment opportunities for enrolled children

**Covered Service:** Discretionary Recreation / Personal

**Service Description:** Discretionary money for recreation and personal items



**Covered Service:** Discretionary other Needs

**Service Description:** other Discretionary Needs

**Covered Service:** Attendance at Plan of Care Meeting

**Service Description:** A scheduled face-to-face contact with family team members (service coordinator, client, family members, providers, natural/community resources) for the purpose of reviewing, assessing, planning and identifying needs necessary to create an individualized treatment plan. Plan of Care Meetings are scheduled every ninety (90) days or when deemed appropriate by service coordinator.

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

- A. The applicant certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining; attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

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

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).



Anthony J. Picente Jr.  
County Executive



Lucille A. Soldato  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**  
County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733 Fax (315) 798-5218

December 10, 2010

FN 20 10-465

Honorable Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**HUMAN RESOURCES**  
**WAYS & MEANS**

Dear Mr. Picente:

Oneida County is in receipt of a grant from Office of Children and Family Services in the amount of \$ 61,144.00 for the time period of February 1, 2011 through January 31, 2012. These funds are approved to be used for the Child Fatality Review Team (CFRT).

The purpose of the Child Fatality Review Team is to investigate the death of any child whose care and custody or custody and guardianship has been transferred to an authorized agency, any child for whom child protective services has an open case, any child for whom the local department of social services has an open preventive service case and in the case of a report made to the central register involving the death of a child; A fatality review team may also investigate any unexplained or unexpected death of any child under the age of eighteen.

**There will be no county funds utilized to support this effort.** I am available at any time to further discuss this grant should you have any questions.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for acceptance of these grant funds.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date

12/14/10

#35401

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_

Only Respondent \_\_\_\_\_

Sole Source RFP \_\_\_\_\_

**Oneida County Board of Legislators**

**Contract Summary**

**Name of Proposing Organization:** Office of Children and Family Services  
52 Washington Street  
Rensselaer, New York 12144

**Title of Activity or Services:** Child Fatality Review Team Grant

**Proposed Dates of Operations:** February 1, 2011 through January 31, 2012

**Client Population/Number to be Served:**

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

The purpose of the Child Fatality Review Team is to investigate the death of any child whose care and custody or custody and guardianship has been transferred to an authorized agency, any child for whom child protective services has an open case, any child for whom the local department of social services has an open preventive service case and in the case of a report made to the central register involving the death of a child; A fatality review team may also investigate any unexplained or unexpected death of any child under the age of eighteen.

**2). Program/Service Objectives and Outcomes**

- Increase the percentage of reported childhood deaths that are properly investigated through a multi-disciplinary team approach
- Decrease the number of necessary interviews with siblings and witnesses
- Decrease the level of trauma to secondary victims
- Maintain accurate records of reports, arrests, prosecutions, and convictions, coordinate quarterly meeting in both Oneida and Madison County, facilitate trainings, collect data, and provide community outreach based on needs assessment.
- Increase the number of secondary victims and perpetrators receiving appropriate treatment and services.

**3). Program Design and Staffing Level -**

**Total Grant Amount:** \$ 61,144.00

**Mandated or Non-Mandated** – Non-Mandated the local district may establish a Child Fatality Review Team with the approval of New York State Office of Children and Family Services. Oneida County has been approved to be the lead agency for the two counties which include Oneida and Madison Counties

**Oneida County Dept. Funding Recommendation:** A2703 - 100% funds through New York State Office of Children and Family Services

**Proposed Funding Source (Federal \$ /State \$ / County \$):**

Federal	0%
State	100%
County	0%

**Cost Per Client Served:**

**Past performance Served:** The Department began the Child Fatality Review Team in August 2007 and receives 100% grant funding from New York State Office of Children and Family Services to support this program.

**O.C. Department Staff Comments:** Oneida County is the lead agency supporting two counties which include Oneida County and Madison County.

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Executive: \_\_\_\_\_

Anthony J. Picente Jr., Oneida County Executive

\*\*\*\*\*

Approved as to Form \_\_\_\_\_

Oneida County Attorney

\*\*\*\*\*

Date: 12/13/10

Oneida County Department of Social Services: \_\_\_\_\_

Lucille A. Soldato, Commissioner

\*\*\*\*\*

**APPENDIX X**

MODIFICATION AGREEMENT

Agency Code: 25000 Contract No. C025047 Period: 2/1/2011 - 1/31/2012

Funding Amount for Period \$ 61,144.00

**This contract is funded with non-Federal funds only**

**This contract is funded in whole or in part with Federal funds (see Appendix A3, paragraph 14 for Federal audit information))**

**OCFS has determined that the Contractor is NOT a subrecipient)**

**OCFS has determined that the Contractor is a subrecipient**

**The Federal Funds for this contract are from Catalogue of Federal Domestic Assistance (CFDA) Number(s):**

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the Office of Children and Family Services, having its principal office at 52 Washington Street, Rensselaer, New York 12144 (hereinafter referred to as the STATE), and Oneida County (hereinafter referred to as the CONTRACTOR), for modification of Contract Number C025047 as amended in attached Appendix(ices)

APPENDIX A-1

Appendix B

Appendix C

Appendix D

All other provisions of said AGREEMENT shall remain in full force and effect.



**Standard Clauses for New York State  
Office of Children and Family Services Contracts  
APPENDIX A-1  
Revised 8-2010**

**1. PERSONNEL**

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel, which shall be as shown in the APPENDICES. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal and State laws and regulations.
- b. It is the policy of the Office to encourage the employment of qualified applicants for, or recipients of public assistance by both public organizations and private enterprises who are under contractual AGREEMENT to the Office for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Office, to the degree that such change is within the reasonable control of the Contractor.

**2. NOTICES**

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
  - By certified or registered United States mail, return receipt requested;
  - By facsimile transmission;
  - By personal delivery;
  - By expedited delivery service; or
  - By e-mail.

Notices to the Office shall be addressed to the Program Manager assigned to this contract at the Address, Telephone Number, Facsimile Number or E-Mail Address provided to the Contractor during contract development, or to such different Program Manager as the Office may from time-to-time designate.

Notices to the Contractor shall be addressed to the Contractor's designee as shown on the Cover Page in Appendix D, or to such different designee as the Contractor may from time-to-time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

**3. OFFICE SERVICES**

- a. The Contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the

## APPENDICES.

- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies provided under this AGREEMENT shall be determined between the Contractor and the Office, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Office. Upon expiration or termination of this AGREEMENT, all property purchased with funds under this AGREEMENT shall be returned to the Office, unless the Office has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Office, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section.

## **4. GENERAL TERMS AND CONDITIONS**

- a. The Contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the APPENDICES. Any modifications to the tasks or workplan contained in Appendix D must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Office within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Office under the Federal Social Security Act.
- d. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:
  - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against any county or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or any county or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during the pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, The Capitol, Albany, New York 12224.
  - The contractor shall provide to the New York State Office of Children and Family Services in a format provided by the Office such additional information concerning the provision of legal services as the Office shall require.
- e. The Office will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project

reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

- f. Except where the Office otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Office, which shall have the right to review and approve each and every subcontract prior to giving written approval to the Contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT, (2) that nothing contained in the subcontract shall impair the rights of the Office under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Office, and (4) incorporating all provisions regarding the rights of the Office as set forth in Section 9 of this Appendix A-1 and in Appendix A-3, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Office for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor
- g. The contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Office, have all the necessary licenses, approvals and certifications currently required by the laws of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The Contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain the requisite licenses, approvals or certificates. In the event the Contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify Office.
- h. Prior to executing a subcontract agreement the Contractor agrees to provide to the Office the information the Office needs to determine whether a proposed Subcontractor is a responsible vendor. The determination of vendor responsibility will be made in accordance with Section 3 m. of this Appendix A-1.
- i. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Office forthwith and shall be subject to the direction of the Office as to the disposition of such revenue.
- j. Any interest accrued on funds paid to the Contractor by the Office shall be deemed to be the property of the Office and shall either be credited to the Office at the closeout of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- k. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- l. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
  - Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.

- Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
- Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
- Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.

Although not required, the Office recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- m. By signing this contract, the contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by OCFS that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to OCFS prior to entering into this contract. The actions that would potentially establish a basis for a finding by OCFS that the contractor is a non-responsible vendor include:
- The contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
  - The contractor has had a claim, lien, fine, or penalty imposed or secured against the contractor by a governmental agency.
  - The contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the contractor.
  - The contractor has been issued a citation, notice, or violation order by a governmental agency finding the contractor to be in violation of any local, state or federal laws.
  - The contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the contractor to be in violation of any local, state or federal laws is pending before a governmental agency.
  - The contractor has not paid all due and owed local, state and federal taxes to the proper authorities.
  - The contractor has engaged in any other actions of a similarly serious nature.

Where the contractor has disclosed any of the above to OCFS, OCFS may require as a condition precedent to entering into the contract that the contractor agree to such additional conditions as will be necessary to satisfy OCFS that the vendor is and will remain a responsible vendor. By signing this contract, the contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the contractor will promptly notify OCFS if the contractor engages in any actions that would establish a basis for a finding by OCFS that the contractor is a non-responsible vendor, as described above.

- n. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a.
- o. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the AGREEMENT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the AGREEMENT. This additional funding can be provided within an existing period, or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of the Office of the State Comptroller.
- p. Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the contract or procurement will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that state agency web-

based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by OCFS and the results of such testing must be satisfactory to OCFS before web content will be considered a qualified deliverable under the contract or procurement.

- q. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at [http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)

## **5. REPORTS AND DELIVERABLES**

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Office and as necessary to meet State and Federal requirements.

## **6. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS**

- a. The Contractor agrees to safeguard the confidentiality of information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Employee Confidentiality Certification and Employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other contractor whose employees and volunteers will have access to client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Employee Confidentiality Certification before any such employees and volunteers are permitted access to any client identifiable information concerning such youth.

## **7. PUBLICATIONS AND COPYRIGHTS**

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Office, which results (1) shall acknowledge the support of the Office and the State of New York and, if funded with federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Office or the State of New York.
- b. The Office and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Office's right to such license.
- c. All of the license rights so reserved to the Office and the State of New York under this paragraph are

equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded.

- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Office at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Office, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

## **8. PATENTS AND INVENTIONS**

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the Office. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

## **9. TERMINATION**

- a. This AGREEMENT may be terminated by the Office upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the Contractor established by the receipt returned, if delivered by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Office agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT for the purposes set forth in this AGREEMENT, or if at any time during the term of this AGREEMENT the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Office may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter. Said notice of breach shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Office may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Office. Upon such termination, the Office may require a) the repayment to the Office of any monies previously paid to the Contractor, or b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of a) and b), at the Office's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Office terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Office to the Contractor.
- d. Should the Office determine that Federal or State funds are limited or become unavailable for any reason, the Office may reduce the total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Office agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Office shall follow this up immediately with

written notice. The Office will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Office. For Legislative and other special purpose grants funded from a State Community Projects Fund (State Finance Law § 99-d) account, the state shall not be liable for payments under this agreement made pursuant to an appropriation to the account if insufficient monies are available for transfer to the account, after any required transfers are made pursuant to State Finance Law § 99-d (3).

- e. The Contractor shall provide to the Office such information as is required by the Office in order that the Office may determine whether the Contractor is a responsible vendor for purposes of compliance with Section 163 of the State Finance Law and requirements of the Office of the State Comptroller established thereunder. If there is any change in any of the vendor responsibility information provided to the Office by the Contractor at any time during the term of this AGREEMENT, the Contractor shall be required to immediately notify the Office so that the Office may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Office of any change in the vendor responsibility information or should the Office otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Office may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Office may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the Contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contact. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Office may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Office. Upon such termination, the Office may require (a) the repayment to the Office of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b), at the Office's option.

## **10. CONTRACTOR COMPLIANCE**

The Office shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT and/or to retain the services of qualified independent auditors or investigators to perform such audit and review on the Office's behalf. If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the AGREEMENT, or has abused or misused the funds paid to the Contractor, the Contractor agrees to pay to the Office any costs associated with the review.

If the review indicates that the Contractor has violated or is in non-compliance with any of the terms of the AGREEMENT, or has abused or misused funds paid to the Contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Office, the rights of the Office shall include, but not be limited to:

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Office in transferring the operation of the contracted services to any other entity selected by the Office in a manner that will enable

the Office or clients to continue to receive services in an on-going basis, including, but not limited to, notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Office from taking actions otherwise available to it under law including but not limited to the State's "Set-Off Rights" and "Records" provisions contained in Appendix A (Standard Clauses for all New York State Contracts).

The Contractor agrees to cooperate fully with any audit or investigation the Office or any agent of the Office may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the NYS Attorney General, State Comptroller, the Office, and any representatives specifically directed by the State Comptroller or the Office to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Office will return all such books, records and documents to the Contractor upon completing the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Office.

#### **11. FISCAL SANCTIONS**

In accordance with the OCFS Fiscal Sanction policy, contractors may be placed on fiscal sanction when the Office identifies any of the following issues:

- The contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to OCFS within the established timeframe;
- An OCFS, Office of the State Comptroller, or other audit identifies significant fiscal irregularities and/or that funds are due to OCFS;
- The contractor has not provided satisfactory services as required under the terms of this or another OCFS agreement;
- The contractor has not provided fiscal or program reports as required under the terms of this or another OCFS agreement;
- A local, State or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the contractor;
- The contractor is not in compliance with State or federal statutes or regulations, or applicable OCFS guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the contractor and funded under an agreement with OCFS.

Once the contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid a Fiscal Sanction. Issues that are not resolved within the timeframe established by OCFS may be referred to the Attorney General for collection or legal action.

#### **12. PROCUREMENT LOBBYING LAW**

The Contractor will comply with all New York State and Office procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and Office procedures and will affirmatively certify that all information provided pursuant to those provisions is



complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and Agreement pursuant to State Finance Law Sections 139-j and 139-k.

The Office reserves the right to terminate this contract if the Offerer's Certification filed by the Contractor in accordance with the New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such a determination by the Office, the Office may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this contract. Nothing herein shall preclude or otherwise limit the Office's right to terminate this contract as set forth at Paragraph 8 of this Appendix A-1.

### **13. REQUIRED REPORTS – CONTRACTS FOR CONSULTING SERVICES**

If consulting services (including services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services) are provided, the contractor must submit on or before May 15<sup>th</sup> of each year for the annual period ending March 31<sup>st</sup>, Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record. This form must report information for all employees who provided services under the contract whether employed by the contractor or a subcontractor. This form will be available for public inspection and copying under the Freedom of Information Law with any individual employee names and social security numbers redacted.

Contractors can obtain this form from their Contract Manager or through the Internet at the following site: <http://ocfs.state.nyenet/admin/Forms/Contracts/word2000/OCFS-4843%20State%20Consultant%20Services-Contractors%20Annual%20Employment%20Record.doc>

The contractor must submit a completed Form OCFS-4843, State Consultant Services – Contractor's Annual Employment Record, to each of the following addresses:

New York State Office of Children and Family Services  
Bureau of Contract Management  
52 Washington Street, South Building, Room 202  
Rensselaer, New York 12144

New York State Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, New York 12236  
Attn: Consultant Reporting

New York State Department of Civil Service  
Alfred E. Smith Office Building  
8<sup>th</sup> Floor Counsel's Office  
Albany, New York 12239

### **14. ADDITIONAL ASSURANCES**

- a. The Office and Contractor agree that Contractor is an independent contractor, and not an employee of the Office. The Contractor agrees to indemnify the State of New York for any loss the State of New York may suffer when such losses result from claims of any person or organization (excepting only the Office) injured by the negligent acts or omission of Contractor, its officers and/or employees or subcontractors. Furthermore, The Contractor agrees to indemnify, defend, and save harmless the State of New York, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights,

or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this contract.

- b. The Contractor agrees that Modifications and/or Budget Revisions that do not effect any change in the amount of consideration to be paid, or change the term, will be in accordance with Appendix C.
- c. Expectation of Insured: The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an appropriate amount.
- d. Notwithstanding the provisions of Article 14 of this contract, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of paragraphs A, B and C of Article 14 (Article 14 A., B. and C.) shall not apply. In such cases, the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

**15. RENEWAL NOTICE TO NOT-FOR-PROFIT CONTRACTORS**

With respect to contracts that include a renewal option, if the Office does not provide notice to Contractor of its intent to not renew this contract by the date by which such notice is required by §179-t (1) of the State Finance Law, this contract shall be deemed continued until the date that the Office provides the notice required by §179-t (1), and the expenses incurred during such extension shall be reimbursable under the terms of this contract.



## A-1 Personal Narrative

Budget Narrative: Attach a description of the role/responsibility of each person included above.  
Resumes of key project staff should be included as an addendum to the Project Narrative Section.

1. Title:

Enter Role/Responsibility Below

Prepare financial expenditure reports for the CFRT contract on a quarterly basis.

2. Title:

Enter Role/Responsibility Below

3. Title:

Enter Role/Responsibility Below

4. Title:

Enter Role/Responsibility Below

5. Title:

Enter Role/Responsibility Below

6. Title:

Enter Role/Responsibility Below

7. Title:

Enter Role/Responsibility Below

8. Title:

Enter Role/Responsibility Below

9. Title:

Enter Role/Responsibility Below

10. Title:

Enter Role/Responsibility Below

11. Title:

Enter Role/Responsibility Below

12. Title:

Enter Role/Responsibility Below

13. Title:

Enter Role/Responsibility Below

14. Title:

Enter Role/Responsibility Below

15. Title:

Enter Role/Responsibility Below

16. Title:

Enter Role/Responsibility Below

17. Title:

Enter Role/Responsibility Below

18. Title:

Enter Role/Responsibility Below

19. Title:

Enter Role/Responsibility Below

20. Title:

Enter Role/Responsibility Below

### B4. Contractual/Consultant

Item	Local Share	OCFS Funds	Total Costs
Project Coordinator		\$45,760	\$45,760
Data Based Specialist		\$6,280	\$6,280
Training Specialist		\$1,440	\$1,440
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total Contractual/Consultant Costs</b>	\$0	\$53,480	\$53,480

Enter Budget Narrative Below:

Contractual Project Coordinator - 12 months (52 weeks) Cost = \$ 45,760

Madison County CFRT Enhancement 8 hrs. per week @ \$ 40.00 per hour = \$ 16,640  
 Oneida County CFRT Enhancement 14 hrs. per week @ 40.00 per hour = \$ 29,120

Data Based Specialist - Gathering and entering statistics and information in NCCDR and NYS Case Tracking Database systems. Assist Coordinator in reports and documentation through out the year, 314 hrs, @ \$ 20.00 per hour = \$ 6,280.00

Training Specialist - Will present power point presentations to police, emts, etc. on child death scenes protocol once a month at \$ 20.00 per hour X 6 hrs. X 12 months = \$1,440

\* Contractual Consultant Agreements will be provided prior to reimbursement.



### B5. Travel

Item	Local Share	OCFS Funds	Total Costs
Coordinator Travel		\$240	\$240
CFRT Training		\$3,806	\$3,806
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total Travel Costs</b>	\$0	\$4,046	\$4,046

**Enter Budget Narrative Below:**

Coordinator travel between Oneida County and Madison County CFRT office and review meetings. 40 miles per month @ .50 per mile for 12 months = \$ 240.00

Training monies will be set aside for the purpose of training CFRT team members  
 Trainings will be researched and pre-approval will be sought from the OCFS program manager.

\* State rates and state per diem rates will be followed for all travel and trainings.





### B8. Other Expenses

Item	Local Share	OCFS Funds	Total Costs
Meeting Room Fees		\$800	\$800
Telephone and internet access line		\$1,143	\$1,143
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
<b>Total Other Expenses</b>	\$0	\$1,943	\$1,943

Enter Budget Narrative Below:

Rental of room space for CFRT meetings:

Madison County - 4 meetings @ \$ 100.00 per meeting  
 Oneida County - 4 meetings @ \$ 100.00 per meeting

Telephone and internet package for the 12 month contract period \$ 95.25 X 12 months = \$ 1,143.00

<b>Contractor Name:</b> Oneida County
<b>Period of Budget:</b> 2/1/11 through 1/31/12
<b>Contract Number:</b> CO25047

**APPENDIX B  
BUDGET SUMMARY**

(Rev. 1/8/02)

The purpose of this form is to document the budget for the proposed project. Indicate the amount of funds being requested to support the proposed project under "OCFS Funds."

Expense Category 1	Local Share/ Local Match (if applicable) 2	OCFS Funds 3	Total Project Cost 4
<b>A. Personal Services</b>			
1. Project Staff Salaries	\$0	\$675	\$675
2. Fringe Benefits			\$0
3. Total (Lines 1 + 2)	\$0	\$675	\$675
<b>B. Non-Personal Services</b>			
4. Contractual/Consultant	\$0	\$53,480	\$53,480
5. Travel/Per Diem	\$0	\$4,046	\$4,046
6. Equipment	\$0	\$0	\$0
7. Supplies	\$0	\$1,000	\$1,000
8. Other Expenses	\$0	\$1,943	\$1,943
9. Total (Total Lines 4 to 8)	\$0	\$60,469	\$60,469
<b>C. Project Total (Lines 3 + 9)</b>	\$0	\$61,144	\$61,144

<b>Local Match (if required)</b> Use *calculation below
--

\***Local Match Calculation** = % of matching funds (if required in the RFP or contract agreement ) X OCFS grant award.

**Total costs** entered for each budget category above must reflect totals from attached Budget Sections.

**Local Share** refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.

**OCFS Funds** are the funds you are requesting through this application.

**Total Cost** refers to the combined Local Share and Grant Funds for this project.

**Budget Narrative:** Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.

**Note:** All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.

\* Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application.

## Local Share/Match Breakdown

	Source	Amount
<b>A. Cash Donations</b>		
<b>B. In-Kind Donations</b>		
<b>C. Volunteers/Intern</b>		
<b>D. Fees for Service</b>		
<b>E. Unrestricted Cash or Fund Balance</b>		
<b>F. Grants:</b>		
- Other grants supporting this project		
<b>Amount of OCFS Funds</b>		\$61,144
<b>Non-OCFS Funds supporting this project</b>		
<b>Total</b>		\$61,144

Itemize amounts of assured revenue, potentially available funds, and estimated income from in-kind contributions to support this project.

Cash Donations should be calculated on the basis of what the applicant organization can realistically be expected to raise during the program year; attach a description of fund raising efforts.

In-Kind Donations refers to equipment, furnishings and other non-personal expenses that are donated to support the function of this project.

Volunteers (another type of in-kind contribution) refers to project personnel who donate their time to the functioning of this project. Volunteer job descriptions and timecards should be kept to substantiate this line item.

Unrestricted Cash or Fund Balance Unrestricted funds include all revenues that are not specifically restricted as to their use. Unrestricted funds include income from dues, publication sales, advertising sales, conference fees, mailing label sales, interest income from unrestricted funds, fees obtained in the execution of externally funded projects, and contributions.

Fees for Services refers primarily to income received from clients directly. In addition, any income received by the applicant organization for reimbursable activities funded by this contract such as counseling, training, speaking engagements, etc., must be listed here.

Grants refers not only to the amount being requested under this grant but also to monies received (or applied for) from another funding source for activities related to this contract, e.g., state, federal, local. Each grant must be listed separately under Section F.

**APPENDIX C**  
**PAYMENT AND REPORTING TERMS AND CONDITIONS**

Revised July 2010

- This Contract is funded with non-Federal funds only
- This contract is funded in whole or in part with Federal funds (see Appendix A3, Paragraph 14, for federal audit information)
- OCFS has determined that the Contractor IS NOT a Subrecipient
- OCFS has determined that the Contractor IS a Subrecipient
- The Federal funds for this contract are from Catalog of Federal Domestic Assistance (CFDA Number(s):

**I. PAYMENT TERMS AND CONDITIONS**

In consideration of the services to be performed by the Contractor pursuant to this AGREEMENT, the Office of Children and Family Services (OCFS) agrees to pay and the Contractor agrees to accept a sum not to exceed the amount specified on the face page of this AGREEMENT for the initial AGREEMENT period and, for subsequent periods, the amount specified in Appendix X for that period. All payments shall be in accordance with the budget contained in Appendix B for the applicable period. Payment under this AGREEMENT is conditional upon the continued availability of funds. Should funds become unavailable, the Contractor shall be relieved of any obligation to continue this project beyond the period for which funds were available. Payments and future funding are contingent on the availability of funding for the activities to be conducted in accordance with this AGREEMENT.

Funds cannot be expended until the contract is approved by the Office of the State Comptroller (OSC). Expenditures cannot precede the contract start date. If the Contractor makes expenditures subsequent to the contract start date, but prior to OSC approval of the contract, they do so at their own risk.

See Appendix A-2 for any additional program-specific Payment Terms and Conditions applicable to this AGREEMENT. To the extent that there is a conflict between any Payment Terms and Conditions set forth in this Appendix and in Appendix A-2, the Payment Terms and Conditions in Appendix A-2 will supersede the Payment Terms and Conditions in Appendix C.

Contractor shall provide complete and accurate billing invoices to the Office in order to receive payment. Billing invoices submitted to the Office must contain all information and supporting documentation required by this AGREEMENT, the Office and the Office of the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner of the Office, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the Office of the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the Office of the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this AGREEMENT if it does not comply with the Office of the State Comptroller's electronic payment procedures, except where the Commissioner of the Office has expressly authorized payment by paper check as set forth above.

## II. ADVANCE PAYMENT AND RECOUPMENT

- a. To the extent permitted by applicable laws and regulations, OCFS may, at its own discretion, make advance payment(s) to the Contractor, up to **0%** of the annual period amount, upon the submission by the Contractor of sufficient justification therefor. Any advance may be eligible for payment only upon approval of this AGREEMENT by the Attorney General and by OSC and upon the submission to OCFS by the Contractor of a properly executed State of New York Standard Voucher in a form acceptable to OCFS and to OSC.
- b. Recoupment of any advance payment(s) shall be recovered by crediting **33.3% of the advance amount for the first 3 quarters** or as otherwise specified in Appendix A-2. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims will be reduced until the advance is fully recovered. Any unexpended advance balance at the end of the AGREEMENT period will be refunded by the Contractor to OCFS. In the event either party terminates the AGREEMENT prior to its expiration, the Contractor agrees to refund to OCFS immediately any advance balance then outstanding.
- c. An initial advance, if determined to be payable to the contractor, shall be payable thirty days from the start date of services within the contract period or thirty days from the submission of a properly executed State of New York Standard Voucher in a form acceptable to the Office and to the Comptroller of the State of New York, whichever is later.
- d. For purposes of interest determinations pursuant to Article XI-B of the State Finance Law, vouchers for payment of advances are payable 30 days from the start date of services within the contract period if deemed acceptable by OCFS and the Office of the State Comptroller. If the Contractor's voucher is not received within 30 calendar days of the contract becoming fully executed no additional interest shall accrue after such thirtieth day.
- e.

## III. CLAIMS FOR REIMBURSEMENT

- a. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of OCFS under this AGREEMENT within fifteen (15) days after the end of each **quarterly** claiming period or as otherwise specified in Appendix A-2.
- b. For each claiming period the Contractor shall submit a New York State Standard Voucher and a New York State Financial Claim Report within fifteen (15) days after the end of each claiming period as identified in Appendix A-2. The Contractor shall also submit the appropriate supporting fiscal documentation for the expenses claimed. The final claim shall be submitted within thirty (30) days after the expiration of each annual contract period or the early termination of this AGREEMENT or as otherwise specified in Appendix A-2.
- c. OCFS agrees to pay the Contractor for expenses incurred in behalf of fulfilling this AGREEMENT, according to the budget contained in Appendix B and upon the submission of a properly executed State of New York Standard Voucher in a form acceptable to OCFS and to OSC. OCFS agrees to submit each approved claim to OSC for payment, unless it shall have notified the Contractor of its disapproval of payment, in writing, together with a justification therefor.
- d. Vouchers other than those for payment of advances are payable on the 45th day after the end of the vouchering period (monthly or quarterly as defined in this agreement) if deemed acceptable by OCFS and the Office of the State Comptroller, and if the Contractor's voucher is received within 15 days after the end of said period. If the Contractor's voucher is received later than 15 days after the end of said period, then the voucher will be payable 30 days after receipt if deemed acceptable by OCFS and the Office of the State Comptroller."
- e. For purposes of interest determinations pursuant to Article XI-B of the State Finance Law, vouchers other than those for the payment of advances are payable 30 days after the end of the



vouchering period (monthly or quarterly as defined in this agreement) if deemed acceptable by OCFS and the Office of the State Comptroller. If the Contractor's voucher is not received within 30 calendar days of the contract becoming fully executed no additional interest shall accrue after such thirtieth day.

- f. OCFS reserves the right to withhold up to ten percent (10%) of the total amount of the contract as security for the faithful completion of services under this AGREEMENT. OCFS  will or  will not withhold up to 10% of the total amount of this contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under this AGREEMENT. The amount withheld will be paid to the Contractor upon the receipt of all required reports, including the final programmatic and fiscal reports, all products of the project as provided in the AGREEMENT as detailed in Appendix D, a final voucher, the accounting for any advance payment(s) made pursuant to this AGREEMENT, and upon certification by the Contractor that it has completed its obligations and duties under this AGREEMENT.
- g. OCFS will not be liable for payments on any contract, grant or agreement made pursuant to an appropriation if insufficient monies are available, pursuant to Section 99-d(3) of the State Finance Law.
- h. The Contractor shall require any and all subcontractors to submit all claims to the Contractor in sufficient time for said information to be received by the Contractor no later than ten (10) days following the final day of the claiming period. The Contractor shall require any and all subcontractors to submit all financial claims for services rendered and required supporting documentation and reports necessary to complete the financial claim and expense report as referenced in Section IIIa above in sufficient time for said information to be received by the Contractor no later than ten (10) days following the final day of the claiming period. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information and/or are not received by the Contractor by said due date. Subcontractors shall be paid on a timely basis after submitting the required reports and vouchers for reimbursement of services.
- i. Subcontracts should not be signed by Contractor prior to OCFS approving the subcontract and OSC approving the contract. Subcontracts cannot have start dates prior to the contract start date. If Contractor obtains signature on a subcontract subsequent to the start date, but prior to OSC approval of the contract, they do so at their own risk.
- j. Payment for travel costs and related expenses incurred by the Contractor's staff, employees and consultants shall be made at no greater than the prevailing New York State rates established for travel costs and related expenses for State employees as set by OSC and listed at the following internet website <http://www.osc.state.ny.us/agencies/travel/travel.htm>
- k. OCFS may specifically request the return of any equipment purchased pursuant to this AGREEMENT. At the discretion of OCFS, the Contractor may retain custody of such equipment, provided it continues to be used for the children, family, and youth services outlined in the AGREEMENT. No equipment purchased with OCFS funds may be transferred or disposed of without written permission from OCFS. Equipment items purchased and claimed must be listed in the approved contract budget. Any changes in the equipment listed in the budget must have prior approval by OCFS in writing before implementing the change.
- l. If the Contractor receives funds under this AGREEMENT to construct, renovate or improve the property it occupies, then the improved property will be used for the children, family and youth services outlined in this AGREEMENT for the period set forth in Appendix A-2 of this AGREEMENT
- m. All obligations must be incurred prior to the end date of the contract. The Contractor has up to 90 days after the contract end date to make expenditures as long as the obligation was made prior to the contract end date.

- n. Any goods or services ordered by the Contractor prior to the contract start date must be received and paid for during the contract period in order for the cost of such goods and/or services to be reimbursed to the contractor using funds from this AGREEMENT. Should the contractor order goods and/or services prior to Office of the State Comptroller's approval of the contract, the contractor does so at their own risk and OCFS will have not reimburse the contractor for the cost of such goods and/or services if such goods and/or services were received or paid for prior to the commencement of the contract period.

#### **IV. BUDGET REVISIONS**

- a. For the purposes of paragraphs b), c) and d) below, direct cost categories are defined as the separate sections of the budget as shown on the Budget Summary Page.
- b. The Contractor may make revisions to the budget contained in Appendix B up to ten percent (10%) of any direct cost category without prior approval of OCFS except that any budget revisions that affect changes in the workplan contained in Appendix D shall require prior written approval of OCFS unless otherwise specified in Appendix A-2. The Contractor agrees to submit any and all revisions made pursuant to this subparagraph to the Designated Payment Office identified in Appendix A-2 within ten (10) days of implementing such revisions or as an attachment to any claims for reimbursement that may be associated with such revisions, whichever is the earlier date.
- c. Budget revisions in excess of ten percent (10%) of any direct cost category or which affect changes in the workplan as contained in Appendix D shall be submitted in writing to the Designated Payment Office identified in Appendix A-2 for approval, accompanied by justification therefor. The OCFS Project Officer shall notify the Contractor, in writing, of OCFS' approval of such budget revisions, or shall, in writing, notify the Contractor of OCFS' disapproval and identify the reasons for such disapproval.
- d. Any proposed modification to the contract which results in a change of greater than ten percent (10%) to any budget category must be submitted by OCFS to OSC for approval, and must be approved by OSC prior to its implementation.

#### **V. AUDIT AND RECORDS RETENTION**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this AGREEMENT (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. OSC, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this AGREEMENT, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation. If the Records are in any way relevant to audit findings, litigation or claims and the audit findings, litigation, or claims are not resolved within a period of six (6) years after the end or termination of this AGREEMENT, the Contractor will retain such records until notified in writing by OCFS to dispose of them.

#### **VI. REFUNDS**

In the event that the contractor must make a refund to OCFS for contract related activities (repayment of an advance, an audit disallowance, or for any other reason), payment must be made in the form of a check or money order payable to "New York State Office of Children and Family Services". The contractor must include with the payment a brief explanation of why the refund is being made and reference the contract number. Refund payments must be submitted to:

NYS Office of Children and Family Services  
Attention: Contract Cash Receipts  
Bureau of Contract Management  
Capital View Office Park  
52 Washington Street  
South Building, Room 202  
Rensselaer, NY 12144

#### **VII. PROGRAM REPORTING REQUIREMENTS**

- a. The Contractor shall submit a Program Report on the schedule and in the format stated in Appendix A-2.
- b. In addition to the periodic reports stated above, the Contractor shall, prior to receipt of final payment under this AGREEMENT, submit a final program report satisfactory to OCFS no later than thirty (30) days following the termination of this contract or the completion of expenditures, whichever is sooner or as otherwise specified in Appendix A-2.

#### **VIII. REPORTING SCHEDULE**

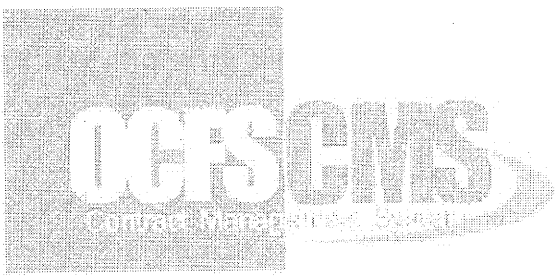

All periodic reports as identified in Appendix A-2, shall be submitted in accordance with the schedule provided unless otherwise designated in writing by the Program Officer. All periodic reports must be submitted no later than fifteen (15) days after the end of the reporting period or as otherwise specified in Appendix A-2.

**Appendix D  
Application Cover Page - Agreement**

I. Project Title:	Oneida-Madison Counties CFRT Project			
II. Incorporated Agency Name:	Oneida County Department of Social Services			
III. Amount of OCFS Funds Requested:	\$ 61,144.00			
IV. Proposed Dates of Project:	February 1, 2011 through January 31, 2012			
V. Address: (Include Street, City, State, Zip Code)	Mailing	Payment	Site	Agency Record
Oneida County Department of Social Services 800 Park Avenue Utica, New York 13501		✓		
Oneida County Child Advocacy Center 930 York Street Utica, New York 13502	✓		✓	✓
VI. Federal Tax Identification Number:	156000-460			
VII. Does the Business Entity have a Data Universal Numbering System (DUNS) Number? If yes, what is the DUNS Number?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		DUNS Number:	
VIII. Is the Business Entity a: (a) For Profit entity; <u>and</u> (b) A New York Certified Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), New York State Small Business or a Federally Certified Disadvantaged Business Enterprise (DBE)?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
If yes, please specify the type of entity:	<input type="checkbox"/> Minority Owned Business Enterprise (MBE) <input type="checkbox"/> Women Owned Business Enterprise (WBE) <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> New York State Small Business			
IX. Is the Business Entity a: (a) Not-For-Profit entity; <u>and</u> (b) A Minority Community-Based Organization (MCBO)	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
X. Charities Registration Number:				
If exempt, enter reason for exemption:	municipality			
Contractor <input type="checkbox"/> has or <input type="checkbox"/> has not, filed all required periodic or annual written reports with the Attorney General's Charities Bureau.				

<b>XI. Congressional/Legislative District Information: (If Known)</b>				
Federal Congressional District(s): 24th				
State Assembly District(s): Several				
State Senate District(s): Several				
<b>XII. County:</b>		Oneida		
<b>XIII. Contact Person(s):</b>				
<b>Key Contacts</b>	<b>Name</b>	<b>Address</b>	<b>Telephone &amp; E-Mail Address **</b>	<b>Authorized to Sign Contracts and/or Vouchers</b>
Board Chairperson	Gerald J. Fiorini	800 Park Avenue Utica, New York 13501	315-798-5900 GFiorini@ocgov.net	
Chief Administrative Officer	County Executive Anthony Picente Jr.	Oneida County 800 Park Avenue Utica, New York 13501	315-798-5800 APicente@ocgov.net	Yes
Contract Contact	Tammy Stoetzner	800 Park Avenue Utica, New York 13501	315-798-5260 tstoetzner@ocgov.net	
Chief Fiscal Officer	Comptroller Joseph Timpano	800 Park Avenue Utica, New York 13501	JTimpano@ocgov.net	
<b>**An E-mail address is required. If you do not have a personal e-mail address, please supply your Organization's shared e-mail address.</b>				

The parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

<b>CONTRACTOR</b>	<b>STATE AGENCY</b> Office of Children and Family Services
Electronically Signed by: 	Electronically Signed by: 
	<u>State Agency Certification</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

I certify that I have personally verified the electronic signature of the Contractor to this Agreement.

BCM SIGNATURE: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

Approved:  
 Thomas P. DiNapoli  
 State Comptroller

\_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Date: \_\_\_\_\_

# ONEIDA COUNTY HEALTH DEPARTMENT

A *Adirondack Bank Building*, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PH.D, MPH, CHES  
DIRECTOR OF HEALTH

## ADMINISTRATION

Phone: (315) 798-6400 • Fax: (315) 266-6138

November 29, 2010

FN 20 10 466

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**PUBLIC HEALTH  
WAYS & MEANS**

Dear Mr. Picente:

Re: Reduction in Grant for Refugee Medical Assistance Program C-026123


Attached are five (5) copies of a grant between Oneida County through its Health Department – Diagnostic and Treatment Center and the New York State Department of Health.

New York State Department of Health has notified our department this grant is being reduced in the amount of \$43,112. The grant provides core screening procedures to include obtaining and documenting vital statistic information, review overseas medical examination, interview for history of personal and family medical background and conduct physical examination. These examinations include chest x-ray, blood work, HIV testing, pregnancy testing, as well as several other tests too numerous to list. The grant is effective March 31, 2010 through March 30, 2011.

Please forward to the Board of Legislators for approval. **Please Note:** The New York State Department of Health has requested original signatures on both contracts

Feel free to contact Patrice Bogan, Director of Clinical Services at 798-5748 or myself at 798-5220 should you require additional information.

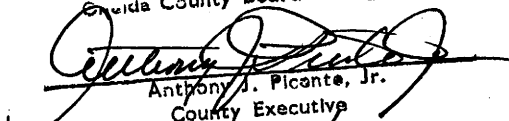
Sincerely,



Gayle D. Jones, Ph.D., MPH, CHES  
Director of Health

attachments  
ry

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by



Anthony J. Picente, Jr.  
County Executive

Date 12/14/10

2010 DEC 14 PM 4:08

RECEIVED  
ONEIDA COUNTY LEGISLATURE

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Refugee Medical Assistance Program (Refugee Health Program) C-026123

**NAME AND ADDRESS OF VENDOR:** New York State Department of Health  
Bureau of Tuberculosis Control  
Empire State Plaza  
Corning Tower, Room 840  
Albany, New York 12237-0669

**VENDOR CONTACT PERSON:** Diane Dattorre, RHP Contract Manager

**CONTRACT SUMMARY:** This contract provides for core screening procedures for all newly arrived refugees. Core screening procedures will include obtaining and documenting vital statistic information, review overseas medical examination, interview for history of personal and family medical background and conduct physical examination. These examinations will include chest x-ray, bloodwork, HIV testing, pregnancy testing, as well as several other tests too numerous to list.

**PREVIOUS CONTRACT YEAR:** March 31, 2005 through March 30, 2010

**TOTAL:** \$144,075

**THIS CONTRACT YEAR:** March 31, 2010 through March 30, 2011

**TOTAL:** \$43,112 \*(Multi-Year term is March 31, 2010 through March 30, 2015)

\_\_\_\_\_ **NEW**                      \_\_\_\_\_ **RENEWAL**                      \_\_\_\_\_ **X** **AMENDMENT**

**FUNDING SOURCE:** A2280 \$43,112 PLEASE NOTE THIS AMOUNT IS A REDUCTION IN THE CONTRACT

Less Revenues: \_\_\_\_\_

State Funds: 100% State funded

County Dollars – Previous Contract -0-

County Dollars – This Contract -0-

\* In 2005, The New York State Department of Health revised the contract process from an annual to a five year process.

**SIGNATURE:** Gayle D. Jones, Ph.D., MPH, CHES Director of Health

**DATE:** November 29, 2010



# ONEIDA COUNTY HEALTH DEPARTMENT

*A Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501*

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PH.D., MPH, CHES  
DIRECTOR OF HEALTH

## ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

November 29, 2010

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

Dear Mr. Picente:

Re: Reduction in Grant for Refugee Medical  
Assistance Program C-026123

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New York State Department of Health has notified our department this grant is being reduced in the amount of \$43,112. The grant provides core screening procedures to include obtaining and documenting vital statistic information, review overseas medical examination, interview for history of personal and family medical background and conduct physical examination. These examinations include chest x-ray, blood work, HIV testing, pregnancy testing, as well as several other tests too numerous to list. The grant is effective March 31, 2010 through March 30, 2011.

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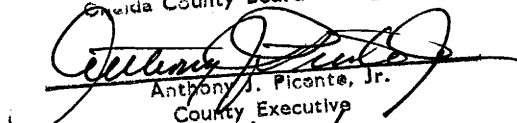
Sincerely,



Gayle D. Jones, Ph.D., MPH, CHES  
Director of Health

attachments  
ry

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by



Anthony J. Picente, Jr.  
County Executive  
Date: 12/14/10

2010 DEC 14 PM 4:08

RECEIVED  
ONEIDA COUNTY LEGISLATURE

Agency Code 12000  
APPENDIX X

Contract Number: C-026123

Contractor: Oneida County Health Department

Amendment Number X- 1

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and Oneida County Health Department (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the work plan or deliverables
- Replaces State of New York Agreement (multi-year) with the attached State of New York Agreement (Standard)
- Adds the attached appendix(es) \_\_\_\_\_
- Other: decreases total rate based contract value for contract year 3/31/10 – 3/30/11

This amendment is is not x a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ 280,085  
(Value before amendment)

From 3 / 31 / 10 to 3 / 30 / 11  
(Initial start date)

This amendment provides the following modification (complete only items being modified):

\$ (\$43,112)

From 3 / 31 / 10 to 3 / 30 / 11

This will result in new contract terms of:

\$ 236,973  
(All years thus far combined)

From 3 / 31 / 10 to 3 / 31 / 11  
(Initial start date) (Amendment end date)

Signature Page for:

Contract Number: C-026123

Contractor: Oneida County Health Department

Amendment Number: X-1

-----  
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

**CONTRACTOR SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

(signature)

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Approved as to Form Only  
Assistant County Attorney

By: \_\_\_\_\_  
Brian M. Miga  
Assistant County Attorney

STATE OF NEW YORK                    )  
  ) SS:  
County of \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, 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.

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgement)

-----  
**STATE AGENCY SIGNATURE**

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

By: \_\_\_\_\_ Date: \_\_\_\_\_

(signature)

Printed Name: Barbara S. Devore

Title: Deputy Director, Center for Community Health

-----  
**ATTORNEY GENERAL'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE COMPTROLLER'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

## STATE OF NEW YORK

### AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

#### WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

#### I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope or change in the

term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

## II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
- D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and

supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

### III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

#### IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

#### V. Property

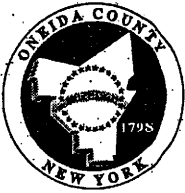
Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-2.

#### VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.





Anthony J. Picente Jr. County Executive

Linda M. Nelson, Commissioner

Oneida County  
**dmh**  
Department of Mental Health  
235 Elizabeth Street  
Utica, New York 13501

Phone: (315) 798-5903  
Fax: (315) 798-6445  
E-mail: mentalhealth@ocgov.net  
Web site: www.ocgov.net

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**PUBLIC HEALTH**

**WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC 14 PM 4:24

November 24, 2010

Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

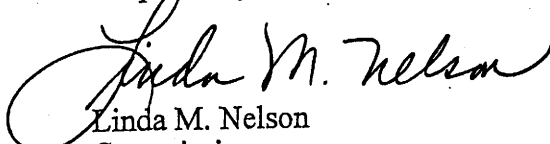
Dear Mr. Picente:

I am forwarding six (6) copies of the 2011-2013 Purchase of Services Agreement between the Oneida County Department of Mental Health and Insight House Chemical Dependency Services, Inc. for your review and signature. Under the terms of this agreement, Insight House will provide: Gambling prevention and treatment, outpatient and residential substance abuse treatment and school prevention programs.

The gross amount of this Agreement is \$1,716,534.00 of which \$71,176.00 is the County's State required maintenance of effort funding to defray the operating deficits incurred by the substance abuse programs.

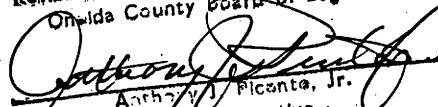
Thank you for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

  
Linda M. Nelson  
Commissioner

LMN/ldr  
Encs.

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

  
Anthony J. Picente, Jr.  
County Executive

Date 12/14/10

Oneida County Department: Mental Health

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**CONTRACT SUMMARY**

**Name of Proposing Individual/Organization:** Insight House Chemical Dependency Services, Inc.

**Title of Proposed Service/Program:** OP Chemical Dependence Treatment/Rehabilitation (OASAS)  
Intensive Residential Treatment (OASAS)  
Compulsive Gambling Treatment/Prevention (OASAS)  
Substance Abuse School-Based Prevention (OASAS)

**Proposed Dates of Operation:** January 1, 2011 through December 31, 2013

**Client Population/Number to be Served:** Individuals with an alcohol and/or substance abuse or dependency problem, and their families

**Summary Statements:**

**I. Narrative Description of Service/Program:**

Under the terms and conditions of this Agreement, Insight House agrees to provide the following services and related programs:

**A. MEDICALLY SUPERVISED OUTPATIENT CHEMICAL DEPENDENCE TREATMENT CLINIC**

The intended purpose of this program is to provide professional, confidential chemical dependency treatment to individuals striving to achieve and maintain a sober lifestyle, and their family members. Individualized, evidenced-based services are provided in a clinic-like setting and address a cohort ranging from adolescents to seniors.

The clinic offers evaluation/assessment services; referral; individual, family and group counseling; and discharge aftercare planning. Treatment modalities are tailored to meet the needs of those in the early stage of abuse or dependency, or as a step-down from a higher level of care. Recovery options are offered for unique populations, including women and persons with criminal justice issues, with particular attention being paid to the integration of care for individuals diagnosed with a co-occurring disorder that includes both substance abuse and mental illness,

**B. CHEMICAL DEPENDENCE OUTPATIENT INTENSIVE DAY REHABILITATION SERVICES**

The Day Rehab. program is an adjunct to the clinic's chemical dependence services. It focuses on the development of basic skills in pre-vocational and vocational competencies, personal care, nutrition and community integration. These services are designed to serve more chronic

individuals who are severely impacted by addiction and are typically scheduled 3-5 days per week for at least 4 hours/day. Additional habilitative services are also provided.

Persons admitted to this program must have an inadequate social support system and either a substantial deficit in functional skills or significant health care needs that require more than routine care and monitoring. Emphasis is placed on assisting these individuals to regain control of their lives with a central focus on relapse prevention.

#### **C. CHEMICAL DEPENDENCE INTENSIVE RESIDENTIAL SERVICES**

The Residential Program is a certified 48-bed service that provides a voluntary, drug-free setting, which supports and reinforces abstinence from alcohol and/or other drugs. This program component involves a highly-intensive level of care suitable for men and women who are experiencing dysfunction in multiple life areas and who require a structured living arrangement during treatment. Individuals can be admitted to this program with a primary alcohol or drug diagnosis. The average length of stay is six months and may vary dependent upon the treatment needs of the resident. A minimum of 40 hours per week of clinical services is provided within this controlled therapeutic environment to help meet the individual needs of those in the more advanced stages of abuse or dependency. Additional skill training is provided in the following areas: vocational and educational, life, parenting, community living, personal hygiene/care, socialization and leisure activities.

#### **D. PROBLEM AND PATHOLOGICAL GAMBLING TREATMENT/PREVENTION SERVICES**

This specialized program offers professional and confidential compulsive gambling treatment to individuals, ranging from adolescents to seniors, who are struggling with an addiction to gambling. Services, which include evaluation, referral, clinical counseling and education, are based upon identified need and help support the participant's goals of recovery and self-sufficiency.

This program component offers prevention services to increase public awareness and help educate the community to recognize the signs of, and act upon, compulsive gambling behaviors. The targeted population includes adolescents through seniors. Compulsive Gambling Prevention Services serve our local region through informational community forums, awareness programs for civic and faith-based organizations, information and referral for concerned parents and family members, as well as through presentations at local schools, businesses and agencies.

#### **E. SUBSTANCE ABUSE SCHOOL-BASED PREVENTION SERVICES**

Insight House offers chemical dependence Prevention Services primarily geared toward adolescents in our community. Insight House School Based Prevention services are designed to provide contracted schools (18 in 2010-2011) with the availability of an on-site resource designated to specifically address students' individual needs for addiction prevention issues.

Prevention counselors will call identified students into a designated confidential area, evaluate the student to determine whether they are appropriate for services, and make a recommendation. The counselor will then decide which would be more appropriate: a referral to a higher level of services, or prevention services in the school. Each student receiving prevention services in the school-based program will have an individualized service plan, specifically identifying the student's risk factors and the necessary protective factors needed to counteract them.

The Prevention Outreach Team meets weekly not only to discuss current prevention and school-wide issues with individual students, but also to plan and monitor community prevention education. During case reviews, different prevention and intervention strategies are discussed in the effort to render the most appropriate level of services to be provided to our students. Community and environmental strategies are focused on changing the culture in our community through public service announcements and a monthly newsletter.

Prevention counselors are trained to provide the entire faculty with annual or semi-annual updates as to the current trends and signs/symptoms of local drug/alcohol use/abuse. On the same token, Insight House provides free parent forums, which focus on different topics that increase awareness in the home. Prevention counselors are also available to provide student assembly or classroom presentations on different topics.

**II. Service/Program Objectives and Outcomes:**

All services and programs offered by Insight House are designed to provide education and treatment of problems related to chemical abuse and dependency.

Performance indicators measured through the OASAS Integrated Program Monitoring & Evaluation System (IPMES) include:

- Targeted Units of Service Delivered
- Units of Service per FTE Direct care Staff
- Discontinued Use of Substance
- Maintained FT or Improved Employment-Related Status
- 1, 3 & 6-Month Retention Rates
- Individuals Completing Program Referred
- % Reduction in 6-Month Arrests
- Counseling Sessions per FTE Counselor per Week
- Group to Individual Counseling Ratio
- Patient to Primary Counselor Ratio

**III. Service/Program Design and Staffing:**

All services and programs are certified by the NYS Office of Alcoholism and Substance Abuse Services (OASAS) and thus are directed to meet minimum staffing requirements.

**Total Funding Requested:**

**Account #: A4310.49515**

Gross Budget	\$1,716,534.00
Revenues (All Sources)	0
Net Amount	\$1,716,534.00
Federal Funds	0
State Funds	
OMH	0
OPWDD	0
OASAS	\$1,645,358.00
County Funds	\$ 71,176.00
Other	0

**Oneida County Department Funding Recommendation(s):** It is recommended that the full amount of \$1,716,534.00 be approved for 2011. Contract amounts for 2012 and 2013, respectively, will be determined based upon State Aid allocation.

**Service Units:** (Budgeted for 2011)

Service/Program	Program Code	No. of Persons Served (Unduplicated)	Units of Service	Unit of Service Definition	Cost Per Person Served	
					OC	NYS
OP Chemical Dependence Treatment Clinic	674	N/A	20,500	Individual, group or family session that is 30 mins. or more in duration.	N/A	N/A
OP Chemical Dependence Rehab.	50343	N/A	17,000	Visit of specified duration	N/A	N/A
Intensive Residential Treatment	4647	N/A	16,500	Patient Day	N/A	N/A
Compulsive Gambling Treatment	52113	N/A	250	Individual, group or family session that is 30 mins. or more in duration.	N/A	N/A
Compulsive Gambling Prevention	2790	N/A	N/A	Specified attention to "risk" for gambling addiction.	N/A	N/A
Substance Abuse School-Based Prevention	5550	N/A	N/A	Individual assessment and counseling visit based on presented "risk." Also included are students reached during classroom presentations, assembly programs & other community events.	N/A	N/A

**Proposed Funding Sources (Federal \$/State \$/County \$):**

State	\$1,645,358.00
County	\$ 71,176.00

**Cost Per Client Served:** See above.

**Past Performance Data:** The NYS Office of Alcoholism and Substance Abuse Services (OASAS) performs program and fiscal reviews. The Oneida County Department of Mental Health (OCDMH) participates in this process and monitors corrective action plans, as warranted. Working with Insight House through our quarterly data review process, the Department of Mental Health has addressed low residential utilization and the need to enhance staffing patterns based on client needs. We have also provided assistance with increasing integrated services.

**Oneida County Department Staff Comments:** Insight House provides services to the segment of Oneida County's population that is indigent and unable to pay. As a mandatory service, this is the responsibility of Oneida County. The agency has been cooperative with OASAS and OCDMH expectations by meeting regularly to address all areas of client need, providing monthly management reports and regular updates on programmatic changes, and demonstrating an increase in utilization through ongoing community outreach efforts.

## AGREEMENT

This Agreement made by and between the County of Oneida, a municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York (hereinafter referred to as the "County"), through its Department of Mental Health which is based in Utica, New York, and the Insight House, Inc. (hereinafter referred to as the "Contractor"), which is incorporated under the New York State Not-For-Profit Corporation Law and having its principal office located at 500 Whitesboro St., Utica, NY 13502.

### WITNESSETH:

WHEREAS, the County through its Department of Mental Health desires to establish a comprehensive and integrated system of community mental health services as required by Article 41 of the Mental Hygiene Law of the State of New York; and

WHEREAS, Article 41 of New York State (hereinafter referred to as the "State") Mental Hygiene Law mandates and authorizes the County through its Department of Mental Health to enter into a series of Agreements, which establish a comprehensive and integrated system of community mental health services that will address the needs of the citizens and residents of Oneida County; and

WHEREAS, the County defines this entire set of Agreements that make-up the comprehensive and integrated system of community mental health services as an organized health care arrangement and, as such, each Contractor upon final execution of this Agreement shall identify themselves as a member participant of the Oneida County Community Mental Health Network in and on all appropriate circumstances and materials; and

WHEREAS, the Contractor is a Not-For-Profit Corporation established for the purpose, among others, of furnishing community mental hygiene services and is authorized to furnish such services to the County, and

WHEREAS, the parties hereto desire to make available to the County the Community Mental Health Services and related Programs (hereinafter referred to as the "Services") authorized by the Community Mental Health Services Act as set forth in Article 41 of the Mental Hygiene Law of the State of New York, and

WHEREAS, the Contractor is desirous within its corporate powers to provide the Services described by program type in the Consolidated Budget Report (CBR) attached hereto as *Appendix A* and made a part hereof (hereinafter referred to as the "Budget") and the Service/Program Narrative attached hereto as *Appendix B* and made a part hereof (hereinafter referred to as the "Narrative").

NOW, THEREFORE, it is mutually agreed between the parties as follows:

#### I. TERM OF AGREEMENT

The term of this three (3)-year agreement shall commence January 1, 2011 and shall conclude December 31, 2013. It is expressly understood that this Agreement may be amended at any time during this period to reflect new programmatic or fiscal constraints.

## II. SCOPE OF SERVICE

### A. General

The **Contractor**, at its own expense and charge for the consideration provided, agrees to furnish adequate, qualified and trained personnel, together with required office space and equipment, and to furnish and render the **County**, the **Services** outlined in *Appendix B*. The specific services are detailed by the program category specified in the **Budget**. All services will be provided, and all programs operated, in accordance with the appropriate rules and regulations as promulgated by the Department of State and published in Volume 14, Parts A, B and C of the Codes, Rules and Regulations of the State of New York, which regulate said service. The **Contractor** must demonstrate such compliance, where applicable, by attaching the current Operating Certificates as required by the **Narrative**, Section IIA.

The **Contractor** agrees, where applicable, to provide any and all **Services**, authorized by this Agreement or other license or certification, to individuals involved in the New York State Office of Mental Health (OMH) Assisted Outpatient Treatment (AOT) Program. This includes individuals under a court order and individuals that meet the criteria for an AOT order but have been diverted from the formal court proceedings. The **Contractor** further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a safe and confidential manner.

For the purposes of this Agreement, the **Contractor** shall be considered an independent contractor and hereby covenants and agrees to act in accordance with that status. The **Contractor** shall neither hold itself out as nor claim to be an officer or employee of the **County**, and the agents of the **Contractor** shall neither hold themselves out as nor claim to be officers or employees of the **County** and shall make no claim for nor shall be entitled to, workman's compensation coverage, medical, unemployment, social security or retirement membership benefits from the **County**.

### B. Levels of Service

The **Contractor** agrees to deliver the services in accordance with the number of units, services and programs as specified in the attached **Budget**. No reduction in level of services shall be permitted if such a reduction alters the basic nature or adversely affects the quality of services. If the **Contractor** is delivering services at a rate which in the judgment of the **County** will result in a level of services below that agreed upon, the **County** may, after notifying the **Contractor** in writing, request that the rate of service be increased in general or by a specified amount up to the level agreed upon.

### C. Case Records: Confidentiality and HIPAA Communications

Where applicable, the **Contractor** shall maintain individual case records for each client participating in the **Services** as may be required under the rules and regulations promulgated by New York State. All case records, summaries, statistics, other records and reports shall be maintained and/or submitted in a manner satisfactory

to the County Department of Mental Health and appropriate State agency. The case records for each client receiving the **Services** provided pursuant to this Agreement shall be kept and maintained in a confidential manner in compliance with 42 CFR Part 2, and all of the laws, regulations and guidelines of the Federal, State and Local governments and their agencies.

Copies of individual treatment records or evaluations shall be transferred to physicians, licensed psychologists, certified social workers, and other providers of mental hygiene services or other health care staff, who are involved in caring for, treating or rehabilitating the clients only upon the informed consent of the client. Any information transferred to another provider should be kept confidential and used solely for the benefit of the client by the receiving individual or agency. When releasing this information, the **Contractor** shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as well as all regulations promulgated by the Federal government in furtherance thereof, to assure the privacy and security of all Protected Health Information (PHI) exchanged between the **Contractor** and the receiving individual or agency.

At the expiration of this Agreement, and in the event that no successor agreements are entered into, all plans and programs for providing treatment services, all educational plans, programs and materials, all clinical and program records, and all program evaluation materials shall become the property of the Oneida County Department of Mental Health. The **Contractor's** obligation to perform as provided in this section continues beyond the termination of this Agreement.

#### **D. Participation in County Planning Process**

The **Contractor** agrees to participate in the development and implementation of the Local Governmental Plan. Participation may include but not necessarily be limited to: attendance at appropriate subcommittee meetings; notification to a subcommittee of intent to submit a Certificate of Need (CON) application and/or grant application which will modify **Services** offered by **Contractor**; submission of planning reports and CON applications and/or Prior Approval and Review (PAR) applications to the **County** prior to submission to the **State**; attendance and cooperation with various ad hoc work groups of the subcommittee; submission of various demographic reports on **Services** in addition to LS3 of LS2C data as may be requested by a subcommittee and/or workgroup; and submission of preliminary budget and program data to the **County** through the Department of Mental Health in a timely manner for inclusion in planning documents.

#### **E. Participation in County Single Point of Access and Accountability (SPOA/A) Processes; Admission and Termination Committee; MICA Network Committee; Mental Health and Drug Court Planning Committees**

The **Contractor** shall participate, where applicable, in all of the appropriate Oneida County Single Point of Access and Accountability (SPOA/A) Processes; and/or Admission and Termination Committee; and/or MICA Network Committee; and/or Mental Health and Drug Court Planning Committees. It is expressly understood that these processes and committees share HIPAA defined Protected Health Information



(PHI) or Individually Identified Health Information (IIHI). This required **Contractor** participation is covered under the auspices of the Oneida County Community Mental Health Network as a member participant of an organized health care arrangement. Under this arrangement, the **Contractor** shall inform all program participants of their participation in this network and the processes and/or committees listed above.

In all circumstances where it is clinically appropriate, the **Contractor** shall obtain a signed authorization and acknowledgement from the individual program participant to have his/her PHI or IIHI presented as necessary.

It is expressly understood that every attempt will be made to "de-identify" all PHI or IIHI prior to any and all meetings; however, there may be circumstances under which PHI and/or IIHI must be exchanged to fulfill the **County's** oversight and monitoring rights and responsibilities under HIPAA and New York State Mental Hygiene Law.

Where applicable, the **Contractor** agrees to take all necessary and appropriate actions to assure compliance with all confidentiality and HIPAA laws and regulations in safeguarding the PHI and/or IIHI obtained as a result of their participation in the Oneida County Community Mental Health Network and all of its committees and processes.

If the **Contractor** is part of the Children and Youth SPOA/A committee and process, the **Contractor** agrees to submit a completed Children and Youth Data set and a completed Child and Adolescent Needs Survey (CANS) as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

If the **Contractor** is part of the Adult SPOA/A committee and process, the **Contractor** agrees to submit all required PHI or IIHI as required by the Commissioner of the Department of Mental Health and/or his/her designee in a timeframe established by the Department of Mental Health.

It is expressly understood that the Department of Mental Health and the **Contractor** will enter into all necessary Chain of Trust, Business Associate and/or Trading Partners Agreements as may be necessary and appropriate to assure reasonable compliance with Federal HIPAA regulations and New York State Mental Hygiene Law.

### III. BUDGET AND ADMINISTRATIVE REPORTING REQUIREMENTS

#### A. Budget and Total Amount of Agreement

The **Contractor** expressly represents and agrees that the **Budget** for the services and programs attached hereto and made a part hereof, lists personnel and all other estimated costs of service, estimated revenue, and units of service to be rendered by the **Contractor** under this Agreement, and shall not exceed the total Approved Net Operating Cost.

## B. Budget Revisions

In the event that New York State modifies the budget instructions/format during the course of this contract period, the **Contractor** shall submit a revised budget within a time frame established by the **County**.

The **County** shall review and consider any request by the **Contractor** to revise the **Budget** submitted to the **County** no later than thirty (30) days after the expiration of this Agreement. The Oneida County Department of Mental Health, in its sole discretion, may approve such a request, provided that the total payment is not increased. Upon approval, the **Budget** as revised shall, for purposes of this Agreement, replace the **Budget** previously appended and made a part hereof.

## C. Contractor, County and State Share of Net Budget Costs

The **Contractor** agrees to provide up to the amount, if any, identified as the Voluntary Contribution share of the Approved Net Operating Cost specified in *Appendix A* of this Agreement. Such shares shall consist of voluntary contributions or endowments from non-state or federal sources and shall not be obtained from fees or other reimbursement received for services rendered pursuant to this Agreement.

In full consideration of the services to be rendered by the **Contractor**, the **County** agrees to provide the **Contractor** with an amount not to exceed the total **County** share indicated in *Appendix A* attached hereto which represents the **County** funds available to partially or completely finance the **Contractor's** Approved Net Operating Cost.

The **County** further agrees to provide the **Contractor** with an amount not to exceed the total State Aid share indicated in the **Budget** attached hereto which represents the State funds available to partially or completely finance the **Contractor's** Approved Net Operating Cost.

In the event that the **State** or **County** approves a funding amount below that contained in the **Budget**, the **Contractor**, at the request of the Oneida County Commissioner of Mental Health, shall submit a revised budget plan which reflects the approved Operating Costs, Net Operating Costs and funding by the various Deficit Funding Sources. It is expressly understood that the **County** assumes no responsibility for costs not approved for reimbursement by the **State**. Should any expenses be disapproved in a post-audit by the State of New York, the **Contractor** shall submit a check payable to the **County** equal to the amount of any disallowance already paid to the **Contractor** by the **County** within ninety (90) days of notification. This provision shall apply to this Agreement and all previous Agreements between the **County** and the **Contractor**.

In the event that the **State** approves a funding amount above that contained in *Appendix A*, the **County** shall notify the **Contractor** as soon as practical. The **Contractor** shall submit a revised *Appendix A* and *Appendix B* that reflects the funding modifications and resultant program adjustments to the Department of Mental Health as an Amendment to this Agreement. The **County**, upon the approval of the Board of

Legislators and County Executive, shall make all the necessary adjustments in the advanced payments to the **Contractor** in order to facilitate the initial start up and operation of the program or service.

In the event that the **Contractor's** final net deficit total is less than that contained in the attached **Budget**, the **Contractor's** contribution will be proportionate to that cost as contained in the attached **Budget**. Should the **Contractor** exceed the approved net operating cost, the **Contractor** will display any excess deficit above authorized state and/or county funding on the non-funded line of DMH 2.2. It is expressly understood that this amount is the responsibility of the **Contractor**. It is expressly understood and agreed that the "Gross Expenditures," "Estimated Revenues" and "Net Operating" amounts specified in the **Budget** may be increased or decreased only with the written consent of the **County**.

#### D. Claims, Reports and Payments

The **County** will make State aid payments either monthly or quarterly, to be determined by the manner in which New York State advances funding to the **County**. **County** share of payments will be provided subsequent to services rendered and upon review of voucher receipt from **Contractor**. A minimum initial payment of at least one-twelfth of the approved State allocation will be provided upon final execution of this Agreement, or January 1, of each year covered by this Agreement, which ever occurs last, based upon the submission of a voucher by the **Contractor** requesting payment.

All remaining State aid payments will be made on or about the 1<sup>st</sup> day of each month up to and until such time New York State advances funding to the **County** on a quarterly basis. At this time, these payments will be made on or about the 1<sup>st</sup> day of each quarter based upon submission of a voucher by the **Contractor** requesting payment. Payments made monthly for the last quarter will equal the full amount due the **Contractor** less any previous payments made to the **Contractor** under this Agreement. Final reconciliation of the third and fourth quarters of the contract period will be based upon submission of the required Consolidated Fiscal Report (CFR).

In the event that additional funding becomes available during the term of this Agreement, the **Contractor** must submit a revised *Appendix A* and *Appendix B* as required under Section III paragraph C above. Upon completion and submission of these requirements and approval by the Oneida County Board of Legislators, the **County** will issue an interim payment to the **Contractor** equal to the retroactive proportion of payments due to the **Contractor**.

The **Contractor** is required, where applicable, to submit to the **County** a semi-annual Consolidated Quarterly Fiscal Report (CQFR) within thirty (30) days after the end of the second quarter for each year covered by this Agreement. The Consolidated Fiscal Report (CFR) will serve as the required financial report for the fourth quarter advance and will be due based on deadlines imposed by New York State and outlined in CFR memorandums.

The **Contractor** shall submit a final expenditure report known as the Consolidated Fiscal Report (CFR) in a manner and within the timeframes established by the Oneida County Commissioner of Mental Health and the New York State Inter-Office

Coordinating Council. It is expressly understood that each New York State Department of Mental Hygiene agency can and may establish their own fiscal reporting rules and formats and that the **Contractor** assumes responsibility for compliance with these requirements.

If for any reason whatsoever, the **Contractor** shall spend an amount that is less than the amount specified in the attached **Budget** during the term of this Agreement, for the purposes set forth herein, the total **County** payment of county and state shares specified herein shall be reduced to the amount of approved actual **Contractor** expenditures made for such purposes as reported on the CFR.

Any and all county payments to the **Contractor** shall be subjected to off set by the amount of any previously identified as a "Sum Subject to Recapture". Any "Sum Subject to Recapture" made to the **Contractor** under any predecessor Agreement shall be an offset against the Total County Payment to **Contractor** under this Agreement. The amount of recapture shall be reflected in a reduction of the payments to **Contractor**.

Please note that the obligations of the parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the **County** shall have the option to immediately terminate this Agreement upon providing written notice to the **Contractor** by certified mail. In such an event, the **County** shall be under no further obligation to the **Contractor** other than payment for costs actually incurred prior to termination and in no event will the **County** be responsible for any actual or consequential damages as a result of such termination.

#### **E. Annual Report, Financial and Management Audit**

##### **1. Annual Audit and Reports**

The **Contractor** shall submit two (2) copies of its annual financial audit and corresponding Management Letter to the Oneida County Department of Mental Health no later than June 1st, of the following year for each year covered by this Agreement.

The **Contractor** shall submit *only* two (2) copies of its completed Annual Report, including any Financial Statement(s), on or before April 30<sup>th</sup>, of the following year for each year covered by this Agreement.

The **Contractor** shall submit a final summary copy of the data requested in Section XXII below in addition to a copy of **Contractor's** final quality assurance report which address the recommended changes in operation or funding of the program or services offered by the **Contractor**.

##### **2. Compliance with Federal Single Audit Act**

If the **Contractor** is scheduled to receive Federal funds in excess of \$300,000 or more in a year in federal funds, exclusive of Medicaid and Medicare, the

**Contractor** shall cause to have a single audit conducted in accordance with OMB Circular A-133. If the receipt of these Federal funds is through the State Aid Funding Authorization process, the Oneida County Department of Mental Health will notify the **Contractor** of the award and the necessary CFDA numbers. Upon receipt of this notification of federal funding, the **Contractor** shall comply with all requirements stated in OMB Circular A-133, OMB Circular A-110, the A-102 Common Rule and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the single Audit Act Amendments of 1996.

The **Contractor** shall submit two copies of the Single Audit Report and all other related documents generated as part of the scope of the Single Audit Report to the Oneida County Department of Mental Health no later than September 15th of each year covered by this Agreement.

Should the **Contractor** expend less than \$300,000 a year in federal funds, exclusive of Medicaid and Medicare, the **Contractor** shall retain all documents related to the federal programs for three (3) years, and make such documents available for a subsequent audit as requested by Oneida County or the State of New York.

#### F. Indemnification and Insurance

Notwithstanding the limits of any policy of insurance provided by the **Contractor** pursuant to this Agreement, the **Contractor** further covenants and agrees to indemnify, defend and hold harmless the **County** and the **State**, its officers, agents and employees, from and against any and all claims, judgments, costs, awards, liability, loss, damage, suit or expense of any kind which the **County** or the **State** may incur, suffer or be required to pay by reason of or in consequence, directly or indirectly, of the fault, failure, omission, or negligence of the **Contractor**, its agents, officers, members, directors, or employees, including any misrepresentations contained in this Agreement or the breach of any warranty made herein, or the failure of the **Contractor** to carry out its duties under this Agreement or otherwise arising out of, or in connection with, directly or indirectly, this Agreement. The **Contractor** shall not be required to indemnify the **County** or the **State** for any damage or loss out of any acts of the **County** or the **State**, their officers or agents.

The **Contractor** shall, at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard worker's compensation insurance, if required by law; general liability insurance (including, without limitation, contractual liability); and professional liability insurance; each with single limits of liability in the amount of \$1,000,000; automobile liability insurance in the amount of \$1,000,000, with a minimum of \$1,000,000 each occurrence, bodily injury and property damage. Proof of same must be provided to the **County** at the time of the execution of this contract as *Appendix D*. If the existing insurance policy or policies expire during the term of this Agreement, the **Contractor** will be required to deliver to the **County** a renewal certificate prior to the expiration date. Failure to deliver the renewal certificate(s) shall be deemed a breach of this Agreement and may result in the immediate termination of this Agreement. The **County** must be named as an "Additionally Insured" as part of the **Contractor's** insurance policy.

If any of the required insurance coverage's contain aggregate limits or apply to other operations of the **Contractor**, outside of those required by this Agreement, the **Contractor** shall provide the **County** with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection which such insurance affords the **County**. The **Contractor** shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

If the **Contractor** self-insures any of the above requirements, a letter specifying the coverage, limits, etc., and the umbrella coverage in force, above the self-insured limits must be submitted to the **County**. Again, the **County** shall be named as an "Additionally Insured".

#### G. Management Information System

The **Contractor** agrees, where applicable, to participate in and provide necessary information in support of a comprehensive management information system. It is the responsibility of the **Contractor** to obtain the necessary release of information signed by each individual participating in a program or service licensed by or supported with funds from New York State's Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OASAS) and/or Office of Persons With Developmental Disabilities (OPWDD) authorizing the **Contractor** to release client specific information to the Oneida County Department of Mental Health. It is expressly understood that the information released to the Oneida County Department of Mental Health will be used pursuant to Mental Hygiene Law Sections 33.13 (c) (12); 33.13 (d); and 41.13.

This information may also be used to assist in the coordination of benefits and program services offered through and by the Oneida County Department of Mental Health and its contract agencies, in conjunction with the Oneida County Department of Social Services and the Oneida County Office of Work Force Development.

The **Contractor** agrees, where applicable, to submit electronic demographic and service reporting data that will address a variety of outcome and quality assurance issues.

All electronic files and data transferred to the Oneida County Department of Mental Health will be maintained with restricted access and in compliance with all rules concerning client confidentiality.

#### H. Contract Property

The **County** shall reimburse the **Contractor** for the purchase of all property, i.e. equipment, materials and supplies, which is specified and accounted for in the **Budget**. The **Contractor** shall carry sufficient insurance, with the **County** named as an "Additionally Insured" in an amount sufficient to cover all property acquired by the **Contractor** through purchase under this contract against loss or damage due to negligence, fire, theft, vandalism, malicious mischief, or other cause. This provision shall apply to all property purchased under this Agreement and any previous agreement between the **County** and the **Contractor**. The **County** shall maintain an equitable

interest in all property purchased under this Agreement or any previous agreement between the **County** and the **Contractor**.

The **Contractor** shall, where applicable, provide the **County** with a list (*Appendix E*) identifying all such property, including the year purchased and the cost. This provision shall apply to all property purchased under this Agreement, or any previous agreement between the **County** and the **Contractor**. This list is to be provided to the **County** no later than January 1st of each year covered by this Agreement.

#### I. Inspection of Books and Records

The **Contractor** further agrees to make available its plans, facilities, and financial, administrative, and other statistical records for inspection and audit by authorized personnel of the Oneida County Department of Mental Health, the New York State Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OMH), Office of Persons With Developmental Disabilities (OPWDD) and/or the Oneida County Department of Audit and Control. Such records must be maintained for at least seven (7) years subsequent to the date of final payment hereunder, or until a final audit has been made by the respective New York State agency. All examinations, inspections, audits, and visitations shall, in the absence of an effective waiver by the client(s), be conducted in accordance with the laws governing client confidentiality and privilege and shall be performed on the **Contractor's** premises and, at the discretion of the **County**, in the presence of a **Contractor** representative.

#### J. Subcontract

The **Contractor** shall not enter into any agreement with any third party for the provision of **Services** without the prior written approval of the **County** nor assign the within contract without the prior written approval of the **County**. This provision does not prohibit the **Contractor** from entering into employment contracts or contracts for the acquisition of goods or the provision of services which are ancillary to the main purpose of this Agreement and are not directly related to the provision of contracted services. Such approval shall be granted or withheld at the sole discretion of the **County**.

#### K. Regulatory Compliance

The **Contractor** shall operate all programs in compliance with the laws, rules and regulations as passed and/or promulgated by the **County**, State or Federal governments. It is further understood by the **Contractor** that agencies and departments of New York State other than OMH, OASAS and OPWDD may promulgate these rules and regulations.

Pursuant to Oneida County Board of Legislators Resolution No. 249, the **Contractor** must provide proof that wastes and recyclables generated in Oneida County by the **Contractor** or a subcontractor shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Management Authority. Compliance with this requirement will become *Appendix C* of this Agreement to be known as Resolution 249 Compliance.

*Appendix C* must include a list of all Oneida County locations at which services will be provided. This list is to include all services provided by the contracting organization or **Contractor** not withstanding their respective delineation in Appendix A of this Agreement. Furthermore, *Appendix C* must include a photocopy of an agreement between the contracting organizations or **Contractor** and a waste hauler specifying the locations covered by that agreement and certification from the Oneida-Herkimer Solid Waste Management Authority that the waste hauler delivers their waste to the Oneida-Herkimer Solid Waste Management Authority facilities. The **Contractor** pursuant to this Agreement must provide compliance with this section of the Agreement to the County prior to the final execution of this Agreement and provision of services.

As previously noted, the **Contractor** shall comply, where applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as well as all regulations promulgated by the Federal government in furtherance thereof, to assure the privacy and security of all Protected Health Information (PHI) exchanged between the **Contractor** and the provider individual or agency. As proof of compliance with 45 CFR 160 through 164, the **Contractor** shall append to this Agreement, where applicable, a copy of its updated Policy and Procedures Manual that addresses HIPAA compliance issues (*Appendix F*).

The **Contractor** represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

The **Contractor** further agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

As a mandated reporting agency, all instances of suspected child abuse, neglect, and/or maltreatment shall be reported to the Central Registry as required by law. These verbal reports will be followed by submission of completed 2221A to the local Department of Social Services. The family will be informed in advance of the agency's decision to file a report with the Central Register.

The **Contractor** shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV-related illness.

The **Contractor** and any subsequent subcontractor agrees that any staff to whom confidential HIV-related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for re-disclosure in violations of State Law and Regulations.

The **Contractor** and any subsequent subcontractor must include the following written statement when disclosing any confidential HIV-related information.



*"This information has been disclosed to you from confidential records which are protected by New York State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."*

#### IV. MISCELLANEOUS PROVISIONS

##### A. Additional Appendices

Annexed hereto and made a part hereof as Appendices G/H/I/J/K/L/M/N are additional terms, covenants and conditions which the respective parties agree to be bound by and follow, where applicable, as part of the within Agreement. Unless otherwise indicated, such information should be submitted to the Department of Mental Health no later than the last business day in October of each year covered by this Agreement.

##### **Appendix G – Disclosure Statements**

Certifications regarding lobbying; debarment, suspension and other responsibility matters; and drug-free workplace requirements.

##### **Appendix H – Disaster Response Plan**

The **Contractor** shall submit a copy of its Disaster Response Plan. In addition, the **Contractor** shall participate in the development of an Oneida County plan to respond to man-made or natural disasters. The **Contractor** shall also provide staff as requested by the Oneida County Commissioner of Mental Health to assist in the response to any and all such disasters. It will be the responsibility of the County to assist in the training of all appropriate staff called to respond.

##### **Appendix I – Accounting System & Financial Capability Questionnaire**

##### **Appendix J – Corporate Compliance Plan**

The **Contractor** shall provide a copy of its Corporate Compliance Plan, which reflects efforts to ensure that personnel are aware of and in compliance with relevant laws and regulations. This document should minimally include the following standards and procedures:

- Overall compliance program oversight;
- Standards and methods for delegating authority;

- Employee training programs;
- Monitoring and auditing systems;
- Enforcement and disciplinary actions; and
- Mechanisms for responding to problems and taking corrective action

#### **Appendix K – Organizational Chart**

The **Contractor** shall provide a copy of its Organizational Chart.

#### **Appendix L – Service Utilization**

Using the template provided, the **Contractor** shall provide the following information for each contract service/program on a quarterly basis and annually for each year covered by this Agreement:

- Total Number of Persons Served (Unduplicated)
- Total Number of Service Units  
What is meant by a “Unit of Service” should be clearly defined relative to the agency’s CFR.
- Cost Per Person Served  
Please note whether this expense is a Gross, Net or Average calculation.

#### **Appendix M – Performance Measurement**

Using the template provided, the **Contractor** shall provide its Performance Measurement Plan particular to each contract service/program. Incorporate any relevant performance measurement activities; including specific indicators and data collection methods, developed or expected to be developed during the period in question (please specify year). This information should be submitted to the Department of Mental Health on a quarterly basis and annually for each year covered by this Agreement.

#### **Appendix N – Miscellaneous/Other**

##### **B. Cooperation and Coordination with the Coordinated Children’s Services Initiative (CCSI)**

The **Contractor** agrees, where applicable, to provide any and all services, authorized by this Agreement or other licensed or certification, to children and families involved in the Oneida County CCSI Program. The **Contractor** further agrees to provide any and all required client-specific information as required by the State of New York and/or the Oneida County Department of Mental Health for monitoring purposes. It is expressly understood that all information sent to the Department of Mental Health will be handled in a safe and confidential manner. It is also expressly understood that the **Contractor** is responsible for obtaining a signed release of information from the individual to facilitate this level of communication.

### C. Cooperation with local Shelter Plus Care (SPC) Program Sponsor

The **Contractor** agrees, where applicable, to cooperate and enter into appropriate Business Associate and Chain of Trust Agreements with the local, designated sponsor of the Shelter Plus Care Program. The purpose of these Agreements will be to facilitate the development and operationalization of an appropriate service plan for individuals involved in the Shelter Plus Care Program. These Agreements will also allow for the local sponsor to gather the necessary information to document the required local match as required by the Federal Department of Housing and Urban Development (HUD).

V.

### TERMINATION OF AGREEMENT

Either party may terminate this Agreement by giving thirty (30) days prior written notice of such termination to the other party. Notwithstanding the above, if, through any cause, the **Contractor** fails to comply with legal, professional, County or State requirements for the provision of **Services** or with provisions of this Agreement, or if the **Contractor** becomes bankrupt or insolvent or falsifies its records or reports or misuses its funds from whatever source, the **County** may terminate this Agreement effective immediately, or, at its option, effective at a later date, after sending notice of such termination to the **Contractor**.

The **County** shall be released from any and all responsibilities and obligations arising from the **Services** covered by this Agreement, effective as of the date of termination. The **County** shall be responsible for payment of all claims for services provided and costs incurred by the **Contractor** prior to termination of this Agreement that are pursuant to, and after the **Contractor's** compliance with the terms and conditions herein.

Notice of termination must be in writing, signed by an authorized official and sent to the other party by certified mail or messenger, and receipt shall be requested. Notice of termination shall be deemed delivered as of the date of its posting by certified mail or at the time it is delivered to the other party by messenger. A copy of such notice shall also be sent to the appropriate New York State Office.

If any term or provision of the Agreement shall be found to be illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The paragraph headings in this Agreement are inserted for convenience and reference only and shall not be used in any way to interpret this Agreement. The laws of the State of New York, except where the Federal supremacy clause requires otherwise, shall govern this contract. Venue shall lie within the State of New York.

VI.

**THIS INSTRUMENT EXPRESSED ENTIRE AGREEMENT**

It is expressly understood that this instrument represents the entire Agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications shall be valid unless written and both parties thereof shall execute evidence.

**COUNTY BY:**

\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda M. Nelson, Commissioner  
Oneida County Department of Mental Health

\_\_\_\_\_  
Date

**CONTRACTOR BY:**

*Carl DelBuono*  
\_\_\_\_\_  
Carl DelBuono, Chairman  
Board of Directors  
Insight House

*11/1/10*  
\_\_\_\_\_  
Date

*Donna M. Vitagliano*  
\_\_\_\_\_  
Donna M. Vitagliano, President and C.E. O.  
Insight House

*11/1/10*  
\_\_\_\_\_  
Date

Approved as to form only:  
Oneida County Attorney

By: \_\_\_\_\_

Date: \_\_\_\_\_

ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara  
District Attorney

Dawn Catera Lupi  
First Assistant

Michael A. Coluzza  
First Assistant

Kurt D. Hameline  
Timothy P. Fitzgerald  
Laurie Lisi  
Paul J. Hernon  
Matthew P. Worth  
Joseph A. Saba  
Grant J. Garramone  
Steven C. Cox  
Stacey L. Paolozzi  
Bernard L. Hyman, Jr.

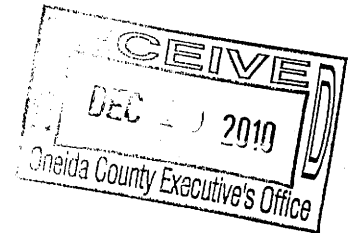
Todd C. Carville  
Robert L. Bauer  
Michael R. Nolan  
Kurt D. Schultz  
Kara E. Wilson  
John J. Raspante  
Joshua L. Bauer  
Patrick F. Scully  
Christopher D. Hameline

FN 20 10-468

**PUBLIC SAFETY**

December 8, 2010

**WAYS & MEANS**



The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following supplemental appropriation from the forfeiture cost center to purchase an iRecord Essential – 2 Room Interrogation Recording System for the New York State Police – Oneida Barracks.

To:

A1162.295 DA - Law Enforcement, Other Equipment \$22,358.

This 2011 supplemental appropriation will be fully supported by federal forfeiture funds that are already on deposit.

From:

A1207 DA – Law Enforcement, Approp. F.B. Year Forfeitures \$22,358.

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

If you have any questions or concerns, please contact me.

Reviewed and approved for submission to the  
Oneida County Board of Legislators by

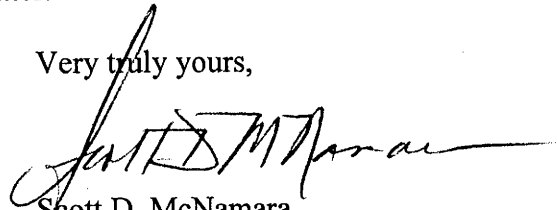
Anthony J. Picente, Jr.  
County Executive

Date 12/14/10

The Honorable Anthony J. Picente, Jr.  
December 8, 2010  
Page Two

Thank you for your time and assistance in this matter.

Very truly yours,



Scott D. McNamara  
Oneida County District Attorney

se

cc: Hon. Gerald J. Fiorini, Chairman  
Hon. David J. Wood, Majority Leader  
Hon. Patricia A. Hudak, Minority Leader  
Hon. Les Porter, Chairman, Ways & Means Comm.  
Hon. Richard A. Flisnik, Chairman, Public Safety  
Thomas Keeler, Budget Director

# Griffiss International Airport

592 Hangar Road, Suite 200  
Rome, NY 13441  
Telephone: 315-736-4171 / Fax: 315-736-0568



ANTHONY J. PICENTE, JR.  
County Executive

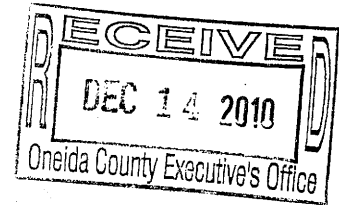
W. VERNON GRAY, III  
Commissioner of Aviation

FN 20 10 - 469

December 10, 2010

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Ave.  
Utica, NY 13501

**AIRPORT**



Dear County Executive Picente,


## WAYS & MEANS

Requested for your consideration and subsequent Board of Legislators' approval is the advance authorization to apply for Federal and State participation of projects identified by the Airport's Capital Improvement Program and supported by Capital Account H-339. The actual individual project(s) being requested for funding will be determined by the Federal Aviation Administration and their available program funding level. Applications will be made by submitting to the FAA an "Application for Federal Assistance," Standard Form 424.

In competing for both the Airport Improvement (AIP) and Military Airport (MAP) Programs' funding, it is incumbent on the County and its Consultant to provide in a timely manner the necessary information such as grant preapplications, applications, and engineering agreements. When the FAA apportions funds to eligible airports, the airports are expected to *accept and execute such grant documentation in as little as a twenty-four hour turnaround*. Considering this extremely short time requirement and in anticipation of potential future AIP and MAP program grant offers, the Department of Aviation request the County Executive seek Board of Legislator approval to apply for and execute potential Federal and State grant offer(s) for the projects identified in the federal Airport Capital Improvement Program (ACIP, attached) and supported by Capital Account H-339 Griffiss International Airport Redevelopment. It is requested that this approval allow the County Executive to authorize the Commissioner of Aviation to further advance such applications and grant documentation. The AIP and MAP programs are currently 95% Federal participation, 2.5% State participation reimbursement program with the County providing a 2.5% local share.

Thank you for your attention and support with this matter.

Sincerely,

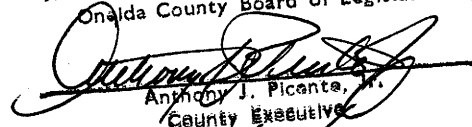
  
W. VERNON GRAY, III  
Commissioner of Aviation

WVG:wfa  
Attach.

Cc: County Attorney  
County Comptroller / Budget Director

2010 DEC 14 PM 4:02

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

  
Anthony J. Picente, Jr.  
County Executive

Date 12/14/10

RECEIVED  
ONEIDA COUNTY LEGISLATURE



**GRIFFISS INTERNATIONAL AIRPORT  
AIRPORT CAPITAL IMPROVEMENT PROGRAM (2011-2015)**

Airport: Griffiss International Airport		State		NY	NPIAS# 36-0119		LOCID	RME	DATE: 10/19/2010	Preliminary Estimate Complete?
Fiscal Year	Project Description	Federal Funds (\$1,000)		Entitlement	State Funds (\$1,000)	Other/County	Total (\$1,000)	Environmental Status	Est. Start Date	Est. Comp. Date
		Discretionary	MAP							
2011	Nose Dock Hangars Rehabilitation (Design / 784.785,786)		427.50		11.25	11.25	450.00	FONSI		
	Nose Dock Hangar 784 Rehabilitation (Construction)		3,325.00		87.50	87.50	3,500.00	FONSI		
	Taxiway Rehabilitation - Phase 1 (Construction)	4,275.00			112.50	112.50	4,500.00	CATEX		
	Airport Master Plan Update (w/Boundary Survey & GIS)	230.00		150.00	10.00	10.00	400.00	CATEX		
	<b>Totals 2011</b>	<b>4,505.00</b>	<b>3,752.50</b>	<b>150.00</b>	<b>221.25</b>	<b>221.25</b>	<b>8,850.00</b>			
2012	Nose Dock Hangar 785 Rehabilitation (Construction)		3,325.00		87.50	87.50	3,500.00	FONSI		
	Taxiway Rehabilitation - Phase 2 (Construction)	4,275.00			112.50	112.50	4,500.00	CATEX		
	Apron Rehabilitation (Design)	325.00		150.00	12.50	12.50	500.00	FONSI		
	<b>Totals 2012</b>	<b>4,600.00</b>	<b>3,325.00</b>	<b>150.00</b>	<b>212.50</b>	<b>212.50</b>	<b>8,500.00</b>			
2013	Nose Dock Hangar 786 Rehabilitation (Construction)		3,175.00		87.50	87.50	3,500.00	FONSI		
	Apron Rehabilitation - Phase 1 (Construction)	2,850.00			75.00	75.00	3,000.00	FONSI		
	<b>Totals 2013</b>	<b>2,850.00</b>	<b>3,175.00</b>	<b>150.00</b>	<b>162.50</b>	<b>162.50</b>	<b>6,500.00</b>			
			6,175.00		162.50	162.50	6,500.00	FONSI		
2014	Terminal Building (Construction)		230.00		10.00	10.00	400.00	FONSI		
	AFFF Fire Suppression System (Design)				75.00	75.00	3,000.00	FONSI		
	Apron Rehabilitation - Phase 2 (Construction)	2,850.00			3.75	3.75	150.00	FONSI		
	Aircraft Deicing Containment Facility (Design)	142.50			251.25	251.25	10,050.00	FONSI		
	<b>Totals 2014</b>	<b>2,992.50</b>	<b>6,405.00</b>	<b>150.00</b>	<b>251.25</b>	<b>251.25</b>	<b>10,050.00</b>			
2015	AFFF Fire Suppression System (Construction)		3,650.00		100.00	100.00	4,000.00	FONSI		
	Nosedock Hangars AFFF Fire System (Construction)		3,800.00		100.00	100.00	4,000.00	CATEX		
	Aircraft Deicing Containment Facility (Construction)	3,467.50			91.25	91.25	3,650.00	FONSI		
	<b>Totals 2015</b>	<b>3,467.50</b>	<b>7,450.00</b>	<b>160.00</b>	<b>291.25</b>	<b>291.25</b>	<b>11,650.00</b>			
	<b>TOTALS:</b>	<b>18,415.00</b>	<b>24,107.50</b>	<b>750.00</b>	<b>1,138.75</b>	<b>1,138.75</b>	<b>45,550.00</b>			



ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

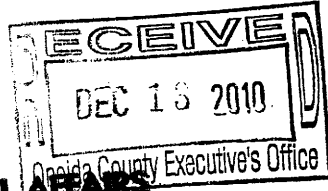


DEPARTMENT OF FINANCE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

December 10, 2010

FN 20 10-470



INTERNAL AFFAIRS

Mr. Anthony Picente  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

WAYS & MEANS

Dear Mr. Picente:

Enclosed, please find a proposed resolution regarding the semi-annual report on Mortgage Tax Receipts.

Please submit this to the Board of Legislators for their approval.

Very truly yours,

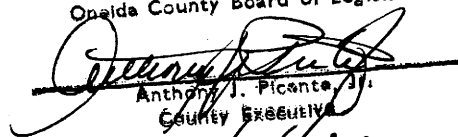
  
Anthony Carvelli  
Commissioner of Finance

AC/dmp

Enclosure

cc: Clerk of the Board

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

  
Anthony J. Picente Jr.  
County Executive

Date 12/14/10

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 DEC 14 PM 4:13

**MORTGAGE TAX RECEIPTS AND DISTRIBUTION**  
**FOR THE PERIOD ENDING SEPTEMBER 2010**

**WHEREAS:** The Oneida County Clerk and the Commissioner of Finance  
Have prepared and submitted to the Board of County Legislators their joint  
Semi-annual report on the Mortgage Tax Receipts, and:

**WHEREAS:** The report shows the credit statement to the sum of \$1,227,742.24 to be  
Distributed to the various towns, cities and villages pursuant to  
Section 261 of the Tax Law, now therefore, be it hereby

**RESOLVED:** That the Oneida County Commissioner of Finance be, and hereby is  
Authorized and directed to remit payments in the amount shown in  
Said semi-annual report on the Mortgage Tax Receipts.

**APPROVED:**



NEW YORK STATE MORTGAGE TAX SEMI-ANNUAL REPORT

**RECEIVED**

COUNTY OF Oneida County FOR THE PERIOD OF April 2010 THROUGH September 2010  
 CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11 TAX RATE: 0.9173717672  
 ONEIDA COUNTY COMMISSIONER OF FINANCE

DEC 1 0 2010

Months	BASIC TAX DISTRIBUTED				TREASURER				ALL OTHER TAXES DISTRIBUTED			
	1 Basic tax collected	2 Interest received by recording officer	3 Recording Officer's expense	4 Refunds or adjustments	5 Amount paid treasurer (Col 1 + Col 2 - Col 3 - Col 4)	6 Interest received by Treasurer	7 Treasurers expense	8 Tax districts share (Col 5 + Col 6 - Col 7)	9 Local Tax	10 Additional Tax CNY	11 Special assistance fund	12 Special additional tax SONYMA
Oct												
Nov												
Dec												
Jan												
Feb												
Mar												
Apr	177,834.58	6.05	18,786.03	0.00	159,054.60	0.00	0.00	159,054.60	69,660.55		55,442.54	
May	197,825.50	6.08	18,660.27	0.00	179,171.31	0.00	0.00	179,171.31	79,310.00		63,773.10	
Jun	274,728.00	11.02	18,609.31	0.00	256,129.71	0.00	0.00	256,129.71	114,405.70		91,396.46	
Jul	209,471.12	8.13	18,455.66	-31.44	190,992.15	0.00	0.00	190,992.15	88,042.55		68,314.49	
Aug	255,850.88	13.91	18,724.33	0.00	237,140.46	0.00	0.00	237,140.46	105,681.64		82,235.07	
Sep	222,647.09	7.11	18,633.52	0.00	204,020.68	1,233.33	0.00	205,254.01	91,191.08		72,262.68	
Totals	1,338,357.17	52.30	111,869.12	-31.44	1,226,508.91	1,233.33	0.00	1,227,742.24	548,291.52		433,424.34	

*James S. ...*  
 Recording Officer

*James ...*  
 Treasurer

**PART II**

Distribution Statement  
 (Columns 1 through 5) The "taxes collected" shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and correct errors are recorded in column 3 and 4, respectively. Authority for these additions and deductions is given by the orders of the Taxation Department noted on the bottom of this part.

Credit Statement  
 (Column 6) This column is the net amount due to each tax district for which the Board of Supervisors shall issue its warrant or warrants.

MUNICIPALITY	2 Taxes Collected	3 *Additions	4 *Deductions	5 Taxes Adj. Corr	6 Amount Due Tax District
ANNVILLE	11,958.50	0.00	0.00	11,958.50	10,970.39
AUGUSTA	10,911.50	0.00	0.00	10,911.50	10,009.90
AVA	2,349.00	0.00	0.00	2,349.00	2,154.91
BOONVILLE	32,965.50	0.00	0.00	32,965.50	30,241.62
BRIDGEWATER	4,152.00	0.00	0.00	4,152.00	3,808.93
CAMDEN	23,551.48	0.00	0.00	23,551.48	21,605.46
DEERFIELD	43,251.00	0.00	0.00	43,251.00	39,677.25
FLORENCE	6,064.50	0.00	0.00	6,064.50	5,563.40
FLOYD	27,684.00	0.00	0.00	27,684.00	25,396.52
FORESTPORT	18,882.00	0.00	0.00	18,882.00	17,321.81
KIRKLAND	81,410.80	0.00	0.00	81,410.80	74,683.97
LEE	50,131.50	0.00	0.00	50,131.50	45,989.22
MARCY	53,569.00	0.00	0.00	53,569.00	49,142.69
MARSHALL	11,481.53	0.00	0.00	11,481.53	10,532.83
NEW HARTFORD	202,449.00	0.00	0.00	202,449.00	185,721.00
PARIS	34,641.59	0.00	0.00	34,641.59	31,779.22
REMSEN	8,348.92	0.00	0.00	8,348.92	7,659.06
ROME	143,072.05	0.00	0.00	143,072.05	131,250.26
SANGERFIELD	10,961.44	0.00	0.00	10,961.44	10,055.72
STUBEN	4,260.50	0.00	0.00	4,260.50	3,908.46
TRENTON	39,682.58	0.00	0.00	39,682.58	36,403.68
UTICA	170,822.20	0.00	-31.44	170,790.76	156,678.62
VERNON	79,408.96	0.00	0.00	79,408.96	72,847.54
VERONA	35,777.00	0.00	0.00	35,777.00	32,820.81
VIENNA	43,609.00	0.00	0.00	43,609.00	40,005.67
WESTERN	14,199.00	0.00	0.00	14,199.00	13,025.76
WESTMORELAND	53,962.20	0.00	0.00	53,962.20	49,503.40
WHITESTOWN	118,800.42	0.00	0.00	118,800.42	108,984.15
<b>Total Tax Districts</b>	<b>28</b>	<b>0.00</b>	<b>-31.44</b>	<b>1,338,325.73</b>	<b>1,227,742.24</b>

\*See refund, adjustment and special adjustment orders of Commissioner of Taxation and Finance, case numbers



New York State Department of  
**TAXATION and FINANCE**  
Audit Division  
Transaction Desk Audit Bureau  
Real Estate Transfer Tax / Mortgage Tax Section  
W.A. Harriman Campus, Albany, New York 12227

December 10, 2010

Ms. Sandra J. DePerno  
Oneida County Clerk  
800 Park Avenue  
Utica, NY 13501

Re: Semi-Annual Report for the period April 2010 through September 2010.

Dear Ms. DePerno:

Your joint Semi-Annual Report, NY Form AU-202 is approved. The report may be submitted to your County Legislative Body for their action, pursuant to Section 261 of the Tax Law.

The report includes a minor discrepancy for the month of April which your software service provider IQS was not able to correct. Your office can request an adjustment order from the Department if a correction is determined.

Sincerely yours,

A handwritten signature in cursive script that reads "Joseph Mayer".

Joseph Mayer  
Excise Tax Technician 2  
Telephone (518) 457-0387