



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

COMMUNICATIONS WITH DOCUMENTATION

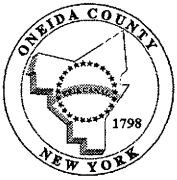
November 24, 2010

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

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COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NEW YORK 13501
(315) 798-5800
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FN 20 10 - 370

November 16, 2010

READ & FILED

Mikale P. Billard
Clerk of the Board
Board of Legislators
Oneida County
800 Park Avenue
Utica, New York, 13501

Dear Mr. Billard:

I am in receipt of the 2011 Oneida County Budget as enacted by the Board of Legislators at their regular session held on November 10, 2010.

Please be advised that, pursuant to Article VI, Section 607 of the Oneida County Charter I have no objection to any items added or increased in said budget.

Thank you.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 NOV 17 AM 10:13



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 - 400

November 4, 2010

PUBLIC HEALTH

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

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 NOV 23 PM 3:51

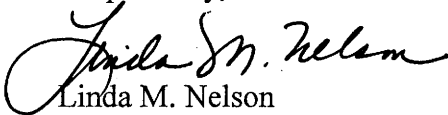
Dear Mr. Picente:

I am forwarding six (6) copies of a Purchase of Services Agreement between the Oneida County Department of Mental Health and Central New York Services, Inc. for your review and signature.

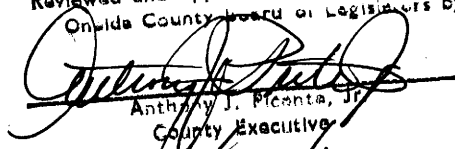
The gross amount of this Agreement is **\$1,209,583.00**. The **\$112,061** in county tax dollars partially fund the screening services offered at the Oneida County Correctional Facility and the local courts.

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 11/22/10

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Central New York Services, Inc.

Title of Proposed Service/Program: Forensic Evaluation Unit (OMH)
Suicide Prevention and Screening (OMH)
Bridger Program (OMH)
Coordinated Children's Services Initiative (OMH)
Assertive Community Treatment Program (OMH)
Mentally Ill Chemical Abuser Network (OMH)
Advocacy and Support (OMH)
Shelter Plus Care Case Management (OASAS)

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

Client Population/Number to be Served: Adults with a mental illness who are in or entering the criminal justice system. Children and youth with a serious emotional disturbance, and adults with a serious and persistent mental illness, a co-occurring disorder and a history of multiple psychiatric hospitalizations.

Summary Statements:

I. Narrative Description of Service/Program:

Under the terms and conditions of this Agreement, Central New York Services, Inc. (CNYS) will provide the following services and related programs:

(A) FORENSIC EVALUATION UNIT (FEU)

Location: Utica and Rome City Courts
Oneida County Town and Village Courts

Screening and Jail Diversion

The Agency receives referrals directly from the Courts and provides screening, case planning, referral and monitoring for the Court and the individual referred. Individuals receiving the service have been identified with a mental illness, substance abuse addiction or dual diagnosis. Individuals are diverted from the Correctional Facility and receive treatment and other services from community providers. Successful completion of the treatment plan results in dismissal of the charges in the criminal justice system. This service allows an individual to either continue in employment or access the necessary supports to move toward gaining employment.

for the dually diagnosed person. This support provides persons with the foundation to pursue training, placement and other employment related services to further their recovery.

(G) ADVOCACY/SUPPORT

Provides ongoing administrative support for all Oneida County services but, in particular, Shelter Plus Care Housing, which assists 240+ persons and their families in obtaining and sustaining quality housing to help ensure continuing participation in treatment, employment and other services aiding in their recovery from substance abuse

(H) SHELTER PLUS CARE CASE MANAGEMENT

Provides case management support to 240+ individuals and families to obtain/maintain housing through the HUD Shelter Plus Care (SPC) program. Individuals are helped to find affordable housing within Oneida County, establish income eligibility for a Section 8 housing subsidy and understand the Public Assistance/Social Security benefits process. Other staff duties include: performing annual apartment safety inspections, as required by HUD; conducting monthly visits to assess continued treatment program attendance (required for ongoing receipt of a housing voucher) and housing safety; and providing needed referral and linkage to other community service providers, again, to help support permanent housing.

II. Service/Program Objectives and Outcomes:

Services provided through the court system are intended to divert individuals with a mental illness and charged with relatively minor offenses from the criminal justice system and jail into more appropriate, and less costly, treatment settings. Suicide screening and assessment services, in particular, are designed as a proactive, preventative measure to eliminate the risk of potential cases. The agency anticipates utilizing the same overall performance measurements as in 2010.

III. Service/Program Design and Staffing:

All programs and individual staffing criteria meet NYS Office of Mental Health (OMH) and NYS Office of Alcoholism and Substance Abuse Services (OASAS) guidelines and regulations.

Total Funding Requested (2011):

Account #: A4310.49519

Gross Budget	\$1,209,583.00
Revenues (All Sources)	0
Net Amount	\$1,209,583.00
Federal Funds	0
State Funds	
OMH	\$ 934,702.00
OMRDD	0
OASAS	\$ 162,820.00
County Funds	\$ 112,061.00
Other	0

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$1,209,583.00 be approved for 2011. Contract amounts for 2012 and 2013, respectfully, will be determined based on State Aid allocation.

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

Federal	0
State	\$1,097,522.00
County	\$ 112,061.00

(B) SUICIDE PREVENTION AND SCREENING

Location: Oneida County Correctional Facility (OCCF)
Judd Road, Oriskany

Pre-Admission Screening, Assessment and Monitoring

Mental Health services are a federal mandate for all county correctional facilities. All persons admitted to the Oneida County Correctional Facility are assessed for lethality (potential for suicide) via the Forensic Mental Health Unit (FMHU); individuals assessed as needing supports are monitored for possible symptoms of depression or decompensation. Crisis intervention services are available when staff is notified. In addition, medication assessment services are also provided. If notified of impending discharge, staff will offer inmates a voluntary opportunity to access supports and referrals designed to enhance the individual's employability.

(C) BRIDGER PROGRAM

Location: Oneida County Correctional Facility (OCCF)
Judd Road, Oriskany

Located within the Forensic Mental Health Unit (FMHU), the Bridger Program provides initial referral and linkage to appropriate treatment services, including employment training, support and readiness, for inmates upon their discharge from jail. The program is designed to reduce recidivistic behavior by offering a greater chance of successful reintegration into the community for inmates who have difficulty accessing needed services once out of the facility. Program participation is voluntary in nature; basic case management techniques are utilized.

(D) COORDINATED CHILDREN'S SERVICES INITIATIVE (CCSI)

Location: Oneida County Juvenile Probation Offices
Union Station, Utica

This program uses an assessment tool to assist in the management and planning of services to children and adolescents with juvenile justice involvement (or potential involvement) and their families, to achieve permanency and quality in their plans for life and employment. The assessment tool is employed by the Probation Dept. for decision support and is further used to design a system of services that seeks to avoid juvenile justice contact or placement, and to maintain children with their families. These specialized services, when linked to effective treatment services, have proven to be an excellent means of reducing recidivism and preventing criminal behaviors in adulthood.

(E) ASSERTIVE COMMUNITY TREATMENT (ACT) TEAM PROGRAM

Administers wrap-around service funds to assist the Oneida County ACT Teams @ Mohawk Valley Psychiatric Center to sustain a person within the larger community and/or to assist them in reduction of hospital stays and/or contact with the criminal justice system. The 2 teams serve a total of approximately 120 individuals through a voluntary service; funds can be used for employment training and readiness.

(F) MENTALLY ILL CHEMICAL ABUSE (MICA) NETWORK

Integration of chemical dependency and mental health services for those with co-occurring disorders is recognized as a *Best Practice*. Recent research has noted the pervasive nature of co-occurring disorders, and the failure of the traditional treatment approach of sequentially or concurrently treating an individual in two separate treatment environments. The service assists the individual to avoid additional contacts with the criminal justice system by obtaining treatment that addresses all of the disability issues concurrently, sustaining the individual through the inevitable short-term setbacks and providing case management support and advocacy

Service Units: (Data reflects YTD 2010 Statistics thru 3rd quarter)

Service/Program	Service/ Program Code	No. of Persons Served (Unduplicated)	Units of Service	Units of Service Definition	Cost Per Person Served
Outreach • Forensic Evaluation Unit (FEU) @ Utica City Court	0690	416	2,635	Client Contact	N/A
Advocacy/Support • Forensic Evaluation Unit (FEU) @ Utica City Court	0810	31	357	Client Contact	N/A
Outreach • Suicide Prevention & Screening @ OCCF/FMHU	0690	1,723	16,365	Client Contact	N/A
Case Management • Bridger Program @ OCCF/FMHU	1990	333	1,382	Paid Staff Hour	N/A
Children's Coordinated Services Initiative (CCSI) – Youth Diversion Program @ OC Probation Dept.	2990	386	1,560	Paid Staff Hour	N/A
Case Management • Assertive Community Treatment (ACT) Team @ MVPC	8810	140	148	Request for Service \$	N/A
MICA/Dual Recovery Network	5990	38	1,560	Paid Staff Hour	N/A
Advocacy/Support • OASAS Housing/Shelter Plus Care (SPC)	3078	489	1,455	Hour of Housing Case Management (HCM)	N/A

Cost Per Person Served: See above.

Past Performance Data: State agency and Oneida County Department of Mental Health reviews are consistently strong. Contractual reports are received in a thorough and timely manner.

Oneida County Department Staff Comments: It is difficult to find agencies that are willing to work inside the correctional facility due to insurance costs and liability in the event of a suicide. Central New York Services, Inc. has done this for the past 10 years and has experience in the Broome County Correctional Facility as well. The court and jail programs reduce the expense of hospital emergency department admissions and forensic incarcerations, both costly settings for the mentally ill and taxpayers.

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 Central New York Services. (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 518 James Street, Suite 240, Syracuse, NY 13203.

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 1st 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 1st 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 30th, 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

11/4/10
Date

CONTRACTOR BY:

Joseph J. Gaglia
Joseph Gaglia, President
Board of Directors
Central New York Services

10/27/10
Date

John Warren
John Warren, Executive Director
Central New York Services

10/27/10
Date

Approved as to form only:
Oneida County Attorney

By: Kenneth J. Buer

Date: 11/12/10

**APPENDIX A
CONTRACT BUDGET 2011
CENTRAL NEW YORK SERVICES INC.**

	OMH	\$934,702.00	
	OMRDD		
	OASAS	\$162,820.00	\$1,097,522.00
Total State Aid			\$112,061.00
County Funds			\$0.00
Voluntary Contribution (Matched)			\$0.00
Unmatched Contribution by Agency (non-funded amt)			
TOTAL FUNDING			\$1,209,583.00

Mission Statement

A. Central New York Services, Inc. is a Behavioral Health Organization providing support and advocacy to those who are most at risk and underserved. The Agency provides premier, accessible behavioral healthcare through development and operation of community-based services. The services are available to all who wish to use them and especially to those who are multiply disabled.

A copy of the Board resolution authorizing the Contractor to provide the services under the conditions of the Agreement is attached.

APPENDIX B:

SECTION IA

CENTRAL NEW YORK SERVICES, INC.

BOARD OF DIRECTORS

BOARD RESOLUTION:

RESOLVED: The Board of Directors of Central New York Services, Inc. hereby Authorizes the Agency (Central New York Services Inc.) to provide Forensic Evaluation, Suicide Prevention and Screening, Bridger/Transitional Case Management, MICA Network, Youth Diversion, Advocacy/Support, ACT (administrative support for wrap-around service funds) and OASAS Clinical Case Management Diversion Services under an Agreement made by and between the County of Oneida, a municipal corporation with its principal offices located at 800 Park Avenue, Utica, New York through its Department of Mental Health which is based in Utica, New York and Central New York Services, Inc. which is incorporated under Not-for Profit Corporation Law and has its principals office located at 518 James Street, Suite 240, Syracuse, New York 13203 for the period January 1, 2011 until December 31, 2013.

Central New York Services, Inc. is a signed participant in the Oneida County Mental Health System of Care. The System-Wide Business Associate/Chain of Trust Agreement is on file with the Oneida County Department of Mental Health. Additional Agreements (attached) include: Faxton/St. Luke's Healthcare, Addictions Crisis Center of the Rescue Mission of Utica, McPike Addictions Treatment Center, Neighborhood Center/Mobile Crisis Assessment Team, Mohawk Valley Psychiatric Center, Insight House Chemical Dependency services, Inc., Catholic Charities of Utica, and Mental Health connections-Human Technologies Corporation.

Central New York Services, Inc. has formal written agreements with Hutchings Psychiatric Center, Onondaga Case Management Services, AIDS Community Resources and the Salvation Army in Onondaga County. The purpose of these agreements is to provide referrals and cooperative case management activities between the agencies and their respective staff. In Oneida County the Agency has working agreements with the Oneida County Intensive Case Management System for information sharing, referral and discharge planning; the McPike Program (and other programs outside the area for in-patient substance treatment); Insight House for referrals and outpatient treatment of alcoholism through their Substance Abuse Clinic and Neighborhood Center of Utica, New York for referral and treatment of younger inmates who may be eligible for their discharge planning. The Agency continues to enhance working relationships with the Department of Probation, the local criminal justice system and other major providers of services such as United Cerebral Palsy. All of these agreements are designed to provide coordinated supports to individuals presenting complex needs in the sites where Central New York Services, inc. provides contracted service. Since many of these services are located within the local criminal justice system an integrated coordinated referral process to generic community-based services is critical to avoid inappropriate return to a criminal justice setting.

The Agency is an active participant in the MICA Community Network and participates in all community service and referral activities in order to continue the process of integration of proper service packages for individuals exposed to our programs.

Central New York Services, Inc. was founded to provide services for persons diagnosed with multiple or co-occurring disorders. The Agency's agreements are designed to achieve the best possible referral corridors for the complex issues presented by those persons we serve. Since the Agency needs to access the best and broadest array of services to meet the varied issues presented these agreements have been developed in consultation and collaboration with the providers. The agreements strive to offer a platform for flexible service provision and development as well as a guarantee of access.

APPENDIX B:

SECTION IB

AGREEMENT

BETWEEN

McPike Addictions Treatment Center

and

Central New York Services, Inc.

**REGARDING REFERRAL AND EXCHANGE OF
INFORMATION**

PURPOSE OF AGREEMENT

The purpose of this agreement is to assist in the provision of coordinated community-based services to the citizens of Oneida County with the policies and procedures as outlined herein

I. PARTIES TO THE AGREEMENT

Central New York Services, located at 518 James St., Syracuse, NY 13203 and hereinafter referred to as CNYS, and

McPike Addictions Treatment Center

is located at

1400 Noyes Street, Utica, NY 13502

and hereinafter referred to as MATC .

II. PERIOD OF AGREEMENT

This agreement shall be in effect from the date of signature and may be revised at any time whenever conditions may require, by written agreement of the parties as described in Article III.

III. CANCELLATION OR ALTERATION

Either party may withdraw from this agreement after providing written notice at least sixty (60) days prior to such withdrawal. Such notice shall contain the rationale for the intended action and shall schedule a meeting between the parties within thirty (30) days for the purpose of review of the withdrawal intent.

IV. COMPLIANCE WITH STATE/COUNTY REGULATIONS AND POLICIES

Parties agree that they shall comply with all applicable state and county codes, rules, regulations, and laws insofar as they are applicable to the operation of the mutual services.

V. EXECUTORY PROVISION

This agreement shall have effect only to the extent that the necessary funds and other resources are appropriated, or otherwise made available, by state and local legislative and fiscal authorities. Each party shall retain exclusive control of the management, assets and affairs of their respective agency, and further, that no party by virtue of this agreement assumes any

Authorization for exchange of information will discontinue upon the recipient's request or at the time of discharge from either agency.

VIII. RELATED ISSUES

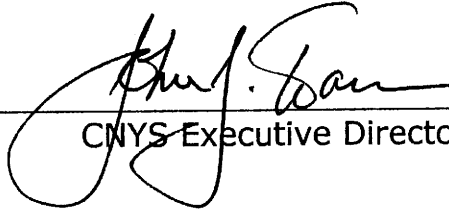
Client fees:

Charges for services performed by either party, pursuant to this agreement, shall be collected by the agency rendering such services. Such charges shall be billed directly to the client, third-party payors, or other sources normally billed by the agency; and neither agency shall have any liability to the other for such charges, except to the extent that such a liability would exist separate and apart for this agreement.

Meetings

The Chief Executive Officer (or their designees) will meet as necessary to monitor the provisions of this agreement in order to make whatever changes or adjustments deemed necessary in the interest of the efficient execution of this agreement.

IX. SIGNATURES



CNYS Executive Director

2/4/10

Date



Executive Director (or designee)

2/4/10

Date

AGREEMENT

BETWEEN

Addictions Crisis Center of the Rescue Mission of Utica,
Inc.

and

Central New York Services, Inc.

REGARDING REFERRAL AND EXCHANGE OF INFORMATION

PURPOSE OF AGREEMENT

The purpose of this agreement is to assist in the provision of coordinated community-based services to the citizens of Oneida County with the policies and procedures as outlined herein

I. PARTIES TO THE AGREEMENT

Central New York Services, located at 518 James St., Syracuse, NY 13203 and hereinafter referred to as CNYS, and

Addictions Crisis Center of the Rescue Mission of Utica, Inc.

is located at

210 Lansing Street, Utica, NY 13401

and hereinafter referred to as ACCRMU.

II. PERIOD OF AGREEMENT

This agreement shall be in effect from the date of signature and may be revised at any time whenever conditions may require, by written agreement of the parties as described in Article III.

III. CANCELLATION OR ALTERATION

Either party may withdraw from this agreement after providing written notice at least sixty (60) days prior to such withdrawal. Such notice shall contain the rationale for the intended action and shall schedule a meeting between the parties within thirty (30) days for the purpose of review of the withdrawal intent.

IV. COMPLIANCE WITH STATE/COUNTY REGULATIONS AND POLICIES

Parties agree that they shall comply with all applicable state and county codes, rules, regulations, and laws insofar as they are applicable to the operation of the mutual services.

V. EXECUTORY PROVISION

This agreement shall have effect only to the extent that the necessary funds and other resources are appropriated, or otherwise made available, by state and local legislative and fiscal authorities. Each party shall retain exclusive control of the management, assets and affairs of their respective agency, and further, that no party by virtue of this agreement assumes any

liability for any debts or obligations of either financial or legal nature incurred by another party to this agreement.

Neither party hereto shall use the name of the other party in any promotional or advertising material unless review and written approval of the intended use is obtained from the party whose name is being used.

VI. REFERRAL PROCEDURES

Addictions Crisis Center of the Rescue Mission of Utica, Inc. will:

1. Accept applications to appropriate programs.
2. Provide evaluation and consultations on an individualized basis.
3. Communicate appropriate information regarding recipients during the evaluation process, following all the guidelines of confidentiality.

CNYS will:

1. Accept applications to appropriate programs.
2. Provide appropriate history for evaluative purposes.
3. Maintain communication with staff on the progress of recipients.
4. Accept recipient's return to programs if deemed appropriate by agency staff.

VII. EXCHANGE OF INFORMATION

Whenever an individual receives services from both agencies, relevant clinical information will be shared. It is agreed by the parties hereto that all information exchanged between the parties as provided for in this agreement, will be considered confidential, for professional use only, and to be used only in the individual's best interest.

Authorization for exchange of information will discontinue upon the recipient's request or at the time of discharge from either agency.

VIII. RELATED ISSUES

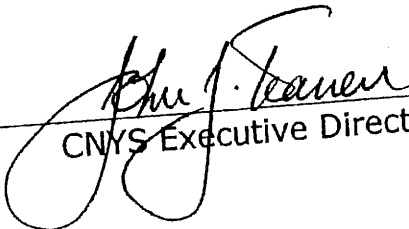
Client fees:

Charges for services performed by either party, pursuant to this agreement, shall be collected by the agency rendering such services. Such charges shall be billed directly to the client, third-party payors, or other sources normally billed by the agency; and neither agency shall have any liability to the other for such charges, except to the extent that such a liability would exist separate and apart for this agreement.

Meetings

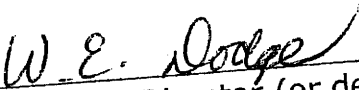
The Chief Executive Officer (or their designees) will meet as necessary to monitor the provisions of this agreement in order to make whatever changes or adjustments deemed necessary in the interest of the efficient execution of this agreement.

IX. SIGNATURES



CNYS Executive Director

2/4/10
Date



Executive Director (or designee)

4/27/10
Date

AGREEMENT

BETWEEN

Neighborhood Center/Mobile Crisis Assessment Team

and

Central New York Services, Inc.

**REGARDING REFERRAL AND EXCHANGE OF
INFORMATION**

PURPOSE OF AGREEMENT

The purpose of this agreement is to assist in the provision of coordinated community-based services to the citizens of Oneida County with the policies and procedures as outlined herein

I. PARTIES TO THE AGREEMENT

Central New York Services, located at 518 James St., Syracuse, NY 13203 and hereinafter referred to as CNYS, and

Neighborhood Center/Mobile Crisis Assessment Team

is located at

293 Genesee St., Oneida, NY 13501

and hereinafter referred to as NCMCAT.

II. PERIOD OF AGREEMENT

This agreement shall be in effect from the date of signature and may be revised at any time whenever conditions may require, by written agreement of the parties as described in Article III.

III. CANCELLATION OR ALTERATION

Either party may withdraw from this agreement after providing written notice at least sixty (60) days prior to such withdrawal. Such notice shall contain the rationale for the intended action and shall schedule a meeting between the parties within thirty (30) days for the purpose of review of the withdrawal intent.

IV. COMPLIANCE WITH STATE/COUNTY REGULATIONS AND POLICIES

Parties agree that they shall comply with all applicable state and county codes, rules, regulations, and laws insofar as they are applicable to the operation of the mutual services.

V. EXECUTORY PROVISION

This agreement shall have effect only to the extent that the necessary funds and other resources are appropriated, or otherwise made available, by state and local legislative and fiscal authorities. Each party shall retain exclusive control of the management, assets and affairs of their respective agency, and further, that no party by virtue of this agreement assumes any

liability for any debts or obligations of either financial or legal nature incurred by another party to this agreement.

Neither party hereto shall use the name of the other party in any promotional or advertising material unless review and written approval of the intended use is obtained from the party whose name is being used.

VI. REFERRAL PROCEDURES

Neighborhood Center/Mobile Crisis Assessment Team will:

1. Accept applications to appropriate programs.
2. Provide evaluation and consultations on an individualized basis.
3. Communicate appropriate information regarding recipients during the evaluation process, following all the guidelines of confidentiality.

CNYS will:

1. Accept applications to appropriate programs.
2. Provide appropriate history for evaluative purposes.
3. Maintain communication with staff on the progress of recipients.
4. Accept recipient's return to programs if deemed appropriate by agency staff.

VII. EXCHANGE OF INFORMATION

Whenever an individual receives services from both agencies, relevant clinical information will be shared. It is agreed by the parties hereto that all information exchanged between the parties as provided for in this agreement, will be considered confidential, for professional use only, and to be used only in the individual's best interest.

Authorization for exchange of information will discontinue upon the recipient's request or at the time of discharge from either agency.

VIII. RELATED ISSUES

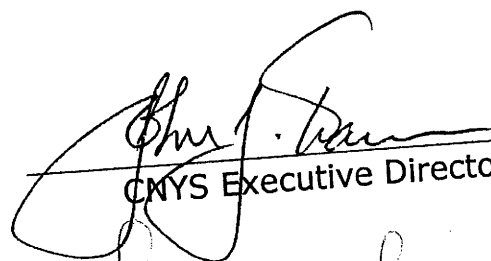
Client fees:

Charges for services performed by either party, pursuant to this agreement, shall be collected by the agency rendering such services. Such charges shall be billed directly to the client, third-party payors, or other sources normally billed by the agency; and neither agency shall have any liability to the other for such charges, except to the extent that such a liability would exist separate and apart for this agreement.

Meetings

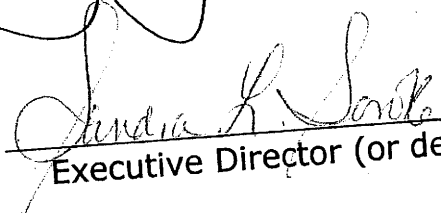
The Chief Executive Officer (or their designees) will meet as necessary to monitor the provisions of this agreement in order to make whatever changes or adjustments deemed necessary in the interest of the efficient execution of this agreement.

IX. SIGNATURES



CNY Executive Director

2/18/10
Date



Executive Director (or designee)

2/22/10
Date

AGREEMENT

BETWEEN

Mohawk Valley Psychiatric Center

and

Central New York Services, Inc.

**REGARDING REFERRAL AND EXCHANGE OF
INFORMATION**

PURPOSE OF AGREEMENT

The purpose of this agreement is to assist in the provision of coordinated community-based services to the citizens of Oneida County with the policies and procedures as outlined herein

I. PARTIES TO THE AGREEMENT

Central New York Services, located at 518 James St., Syracuse, NY 13203 and hereinafter referred to as CNYS, and

Mohawk Valley Psychiatric Center

is located at

1400 Noyes Street, Utica, NY 13502

and hereinafter referred to as MVPC.

II. PERIOD OF AGREEMENT

This agreement shall be in effect from the date of signature and may be revised at any time whenever conditions may require, by written agreement of the parties as described in Article III.

III. CANCELLATION OR ALTERATION

Either party may withdraw from this agreement after providing written notice at least sixty (60) days prior to such withdrawal. Such notice shall contain the rationale for the intended action and shall schedule a meeting between the parties within thirty (30) days for the purpose of review of the withdrawal intent.

IV. COMPLIANCE WITH STATE/COUNTY REGULATIONS AND POLICIES

Parties agree that they shall comply with all applicable state and county codes, rules, regulations, and laws insofar as they are applicable to the operation of the mutual services.

V. EXECUTORY PROVISION

This agreement shall have effect only to the extent that the necessary funds and other resources are appropriated, or otherwise made available, by state and local legislative and fiscal authorities. Each party shall retain exclusive control of the management, assets and affairs of their respective agency, and further, that no party by virtue of this agreement assumes any

liability for any debts or obligations of either financial or legal nature incurred by another party to this agreement.

Neither party hereto shall use the name of the other party in any promotional or advertising material unless review and written approval of the intended use is obtained from the party whose name is being used.

VI. REFERRAL PROCEDURES

Mohawk Valley Psychiatric Center will:

1. Accept applications to appropriate programs.
2. Provide evaluation and consultations on an individualized basis.
3. Communicate appropriate information regarding recipients during the evaluation process, following all the guidelines of confidentiality.

CNYS will:

1. Accept applications to appropriate programs.
2. Provide appropriate history for evaluative purposes.
3. Maintain communication with staff on the progress of recipients.
4. Accept recipient's return to programs if deemed appropriate by agency staff.

VII. EXCHANGE OF INFORMATION

Whenever an individual receives services from both agencies, relevant clinical information will be shared. It is agreed by the parties hereto that all information exchanged between the parties as provided for in this agreement, will be considered confidential, for professional use only, and to be used only in the individual's best interest.

Authorization for exchange of information will discontinue upon the recipient's request or at the time of discharge from either agency.

VIII. RELATED ISSUES

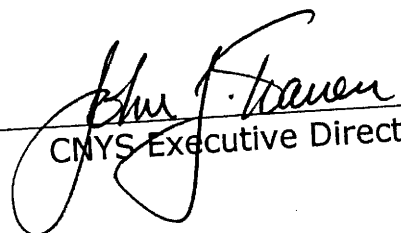
Client fees:

Charges for services performed by either party, pursuant to this agreement, shall be collected by the agency rendering such services. Such charges shall be billed directly to the client, third-party payors, or other sources normally billed by the agency; and neither agency shall have any liability to the other for such charges, except to the extent that such a liability would exist separate and apart for this agreement.

Meetings

The Chief Executive Officer (or their designees) will meet as necessary to monitor the provisions of this agreement in order to make whatever changes or adjustments deemed necessary in the interest of the efficient execution of this agreement.

IX. SIGNATURES



CNYS Executive Director

2/4/10
Date



Executive Director (or designee)

2/23/10
Date

AGREEMENT

BETWEEN

Insight House Chemical Dependency Services, Inc.

and

Central New York Services, Inc.

**REGARDING REFERRAL AND EXCHANGE OF
INFORMATION**

PURPOSE OF AGREEMENT

The purpose of this agreement is to assist in the provision of coordinated community-based services to the citizens of Oneida County with the policies and procedures as outlined herein

I. PARTIES TO THE AGREEMENT

Central New York Services, located at 518 James St., Syracuse, NY 13203 and hereinafter referred to as CNYS, and

Insight House Chemical Dependency Service, Inc.

is located at

500 Whitesboro Street, Utica, NY 13502

and hereinafter referred to as IHCDSI.

II. PERIOD OF AGREEMENT

This agreement shall be in effect from the date of signature and may be revised at any time whenever conditions may require, by written agreement of the parties as described in Article III.

III. CANCELLATION OR ALTERATION

Either party may withdraw from this agreement after providing written notice at least sixty (60) days prior to such withdrawal. Such notice shall contain the rationale for the intended action and shall schedule a meeting between the parties within thirty (30) days for the purpose of review of the withdrawal intent.

IV. COMPLIANCE WITH STATE/COUNTY REGULATIONS AND POLICIES

Parties agree that they shall comply with all applicable state and county codes, rules, regulations, and laws insofar as they are applicable to the operation of the mutual services.

V. EXECUTORY PROVISION

This agreement shall have effect only to the extent that the necessary funds and other resources are appropriated, or otherwise made available, by state and local legislative and fiscal authorities. Each party shall retain exclusive control of the management, assets and affairs of their respective agency, and further, that no party by virtue of this agreement assumes any

liability for any debts or obligations of either financial or legal nature incurred by another party to this agreement.

Neither party hereto shall use the name of the other party in any promotional or advertising material unless review and written approval of the intended use is obtained from the party whose name is being used.

VI. REFERRAL PROCEDURES

Insight House Chemical Dependency Services, Inc. will:

1. Accept applications to appropriate programs.
2. Provide evaluation and consultations on an individualized basis.
3. Communicate appropriate information regarding recipients during the evaluation process, following all the guidelines of confidentiality.

CNYS will:

1. Accept applications to appropriate programs.
2. Provide appropriate history for evaluative purposes.
3. Maintain communication with staff on the progress of recipients.
4. Accept recipient's return to programs if deemed appropriate by agency staff.

VII. EXCHANGE OF INFORMATION

Whenever an individual receives services from both agencies, relevant clinical information will be shared. It is agreed by the parties hereto that all information exchanged between the parties as provided for in this agreement, will be considered confidential, for professional use only, and to be used only in the individual's best interest.

Authorization for exchange of information will discontinue upon the recipient's request or at the time of discharge from either agency.

VIII. RELATED ISSUES

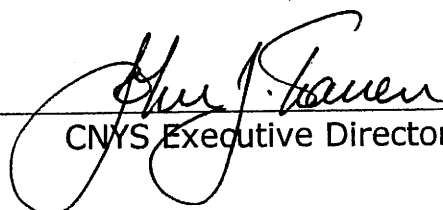
Client fees:

Charges for services performed by either party, pursuant to this agreement, shall be collected by the agency rendering such services. Such charges shall be billed directly to the client, third-party payors, or other sources normally billed by the agency; and neither agency shall have any liability to the other for such charges, except to the extent that such a liability would exist separate and apart for this agreement.

Meetings

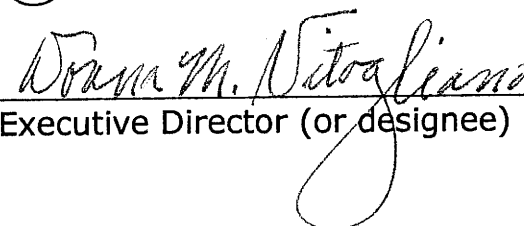
The Chief Executive Officer (or their designees) will meet as necessary to monitor the provisions of this agreement in order to make whatever changes or adjustments deemed necessary in the interest of the efficient execution of this agreement.

IX. SIGNATURES



CNYS Executive Director

2/4/10
Date



Executive Director (or designee)

2/9/10
Date

AGREEMENT

BETWEEN

Mental Health Connections-Human Technologies
Corporation

and

Central New York Services, Inc.

**REGARDING REFERRAL AND EXCHANGE OF
INFORMATION**

PURPOSE OF AGREEMENT

The purpose of this agreement is to assist in the provision of coordinated community-based services to the citizens of Oneida County with the policies and procedures as outlined herein

I. PARTIES TO THE AGREEMENT

Central New York Services, located at 518 James St., Syracuse, NY 13203 and hereinafter referred to as CNYS, and

Mental Health Connections Human Technologies Corporation

is located at

1500 Genesee Street, Utica, NY 13501

and hereinafter referred to as MHCHTC.

II. PERIOD OF AGREEMENT

This agreement shall be in effect from the date of signature and may be revised at any time whenever conditions may require, by written agreement of the parties as described in Article III.

III. CANCELLATION OR ALTERATION

Either party may withdraw from this agreement after providing written notice at least sixty (60) days prior to such withdrawal. Such notice shall contain the rationale for the intended action and shall schedule a meeting between the parties within thirty (30) days for the purpose of review of the withdrawal intent.

IV. COMPLIANCE WITH STATE/COUNTY REGULATIONS AND POLICIES

Parties agree that they shall comply with all applicable state and county codes, rules, regulations, and laws insofar as they are applicable to the operation of the mutual services.

V. EXECUTORY PROVISION

This agreement shall have effect only to the extent that the necessary funds and other resources are appropriated, or otherwise made available, by state and local legislative and fiscal authorities. Each party shall retain exclusive control of the management, assets and affairs of their respective agency, and further, that no party by virtue of this agreement assumes any

liability for any debts or obligations of either financial or legal nature incurred by another party to this agreement.

Neither party hereto shall use the name of the other party in any promotional or advertising material unless review and written approval of the intended use is obtained from the party whose name is being used.

VI. REFERRAL PROCEDURES

Mental Health Connections Human Technologies Corporation will:

1. Accept applications to appropriate programs.
2. Provide evaluation and consultations on an individualized basis.
3. Communicate appropriate information regarding recipients during the evaluation process, following all the guidelines of confidentiality.

CNYS will:

1. Accept applications to appropriate programs.
2. Provide appropriate history for evaluative purposes.
3. Maintain communication with staff on the progress of recipients.
4. Accept recipient's return to programs if deemed appropriate by agency staff.

VII. EXCHANGE OF INFORMATION

Whenever an individual receives services from both agencies, relevant clinical information will be shared. It is agreed by the parties hereto that all information exchanged between the parties as provided for in this agreement, will be considered confidential, for professional use only, and to be used only in the individual's best interest.

Authorization for exchange of information will discontinue upon the recipient's request or at the time of discharge from either agency.

VIII. RELATED ISSUES

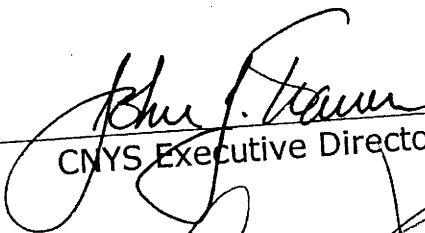
Client fees:

Charges for services performed by either party, pursuant to this agreement, shall be collected by the agency rendering such services. Such charges shall be billed directly to the client, third-party payors, or other sources normally billed by the agency; and neither agency shall have any liability to the other for such charges, except to the extent that such a liability would exist separate and apart for this agreement.

Meetings


The Chief Executive Officer (or their designees) will meet as necessary to monitor the provisions of this agreement in order to make whatever changes or adjustments deemed necessary in the interest of the efficient execution of this agreement.

IX. SIGNATURES



CNYS Executive Director

2/4/10
Date



Executive Director (or designee)

2/8/10
Date

AGREEMENT

BETWEEN

Catholic Charities of Utica

and

Central New York Services, Inc.

**REGARDING REFERRAL AND EXCHANGE OF
INFORMATION**

PURPOSE OF AGREEMENT

The purpose of this agreement is to assist in the provision of coordinated community-based services to the citizens of Oneida County with the policies and procedures as outlined herein

I. PARTIES TO THE AGREEMENT

Central New York Services, located at 518 James St., Syracuse, NY 13203 and hereinafter referred to as CNYS, and

Catholic Charities

is located at

1404 Genesee St., Utica, NY 13501

and hereinafter referred to as CC.

II. PERIOD OF AGREEMENT

This agreement shall be in effect from the date of signature and may be revised at any time whenever conditions may require, by written agreement of the parties as described in Article III.

III. CANCELLATION OR ALTERATION

Either party may withdraw from this agreement after providing written notice at least sixty (60) days prior to such withdrawal. Such notice shall contain the rationale for the intended action and shall schedule a meeting between the parties within thirty (30) days for the purpose of review of the withdrawal intent.

IV. COMPLIANCE WITH STATE/COUNTY REGULATIONS AND POLICIES

Parties agree that they shall comply with all applicable state and county codes, rules, regulations, and laws insofar as they are applicable to the operation of the mutual services.

V. EXECUTORY PROVISION

This agreement shall have effect only to the extent that the necessary funds and other resources are appropriated, or otherwise made available, by state and local legislative and fiscal authorities. Each party shall retain exclusive control of the management, assets and affairs of their respective agency, and further, that no party by virtue of this agreement assumes any

liability for any debts or obligations of either financial or legal nature incurred by another party to this agreement.

Neither party hereto shall use the name of the other party in any promotional or advertising material unless review and written approval of the intended use is obtained from the party whose name is being used.

VI. REFERRAL PROCEDURES

Catholic Charities will:

1. Accept applications to appropriate programs.
2. Provide evaluation and consultations on an individualized basis.
3. Communicate appropriate information regarding recipients during the evaluation process, following all the guidelines of confidentiality.

CNYS will:

1. Accept applications to appropriate programs.
2. Provide appropriate history for evaluative purposes.
3. Maintain communication with staff on the progress of recipients.
4. Accept recipient's return to programs if deemed appropriate by agency staff.

VII. EXCHANGE OF INFORMATION

Whenever an individual receives services from both agencies, relevant clinical information will be shared. It is agreed by the parties hereto that all information exchanged between the parties as provided for in this agreement, will be considered confidential, for professional use only, and to be used only in the individual's best interest.

Authorization for exchange of information will discontinue upon the recipient's request or at the time of discharge from either agency.

VIII. RELATED ISSUES

Client fees:

Charges for services performed by either party, pursuant to this agreement, shall be collected by the agency rendering such services. Such charges shall be billed directly to the client, third-party payors, or other sources normally billed by the agency; and neither agency shall have any liability to the other for such charges, except to the extent that such a liability would exist separate and apart for this agreement.

Meetings


The Chief Executive Officer (or their designees) will meet as necessary to monitor the provisions of this agreement in order to make whatever changes or adjustments deemed necessary in the interest of the efficient execution of this agreement.

IX. SIGNATURES



CNYS Executive Director

2/4/10
Date



Executive Director (or designee)

02-18-10
Date

AGREEMENT

BETWEEN

Faxton/St. Luke's Healthcare

and

Central New York Services, Inc.

**REGARDING REFERRAL AND EXCHANGE OF
INFORMATION**

PURPOSE OF AGREEMENT

The purpose of this agreement is to assist in the provision of coordinated community-based services to the citizens of Oneida County with the policies and procedures as outlined herein

I. PARTIES TO THE AGREEMENT

Central New York Services, located at 518 James St., Syracuse, NY 13203 and hereinafter referred to as CNYS, and

Addictions Crisis Center of the Rescue Mission of Utica, Inc.

is located at

210 Lansing Street, Utica, NY 13401

and hereinafter referred to as ACCRMU.

II. PERIOD OF AGREEMENT

This agreement shall be in effect from the date of signature and may be revised at any time whenever conditions may require, by written agreement of the parties as described in Article III.

III. CANCELLATION OR ALTERATION

Either party may withdraw from this agreement after providing written notice at least sixty (60) days prior to such withdrawal. Such notice shall contain the rationale for the intended action and shall schedule a meeting between the parties within thirty (30) days for the purpose of review of the withdrawal intent.

IV. COMPLIANCE WITH STATE/COUNTY REGULATIONS AND POLICIES

Parties agree that they shall comply with all applicable state and county codes, rules, regulations, and laws insofar as they are applicable to the operation of the mutual services.

V. EXECUTORY PROVISION

This agreement shall have effect only to the extent that the necessary funds and other resources are appropriated, or otherwise made available, by state and local legislative and fiscal authorities. Each party shall retain exclusive control of the management, assets and affairs of their respective agency, and further, that no party by virtue of this agreement assumes any

liability for any debts or obligations of either financial or legal nature incurred by another party to this agreement.

Neither party hereto shall use the name of the other party in any promotional or advertising material unless review and written approval of the intended use is obtained from the party whose name is being used.

VI. REFERRAL PROCEDURES

Addictions Crisis Center of the Rescue Mission of Utica, Inc. will:

1. Accept applications to appropriate programs.
2. Provide evaluation and consultations on an individualized basis.
3. Communicate appropriate information regarding recipients during the evaluation process, following all the guidelines of confidentiality.

CNYS will:

1. Accept applications to appropriate programs.
2. Provide appropriate history for evaluative purposes.
3. Maintain communication with staff on the progress of recipients.
4. Accept recipient's return to programs if deemed appropriate by agency staff.

VII. EXCHANGE OF INFORMATION

Whenever an individual receives services from both agencies, relevant clinical information will be shared. It is agreed by the parties hereto that all information exchanged between the parties as provided for in this agreement, will be considered confidential, for professional use only, and to be used only in the individual's best interest.

Authorization for exchange of information will discontinue upon the recipient's request or at the time of discharge from either agency.

VIII. RELATED ISSUES

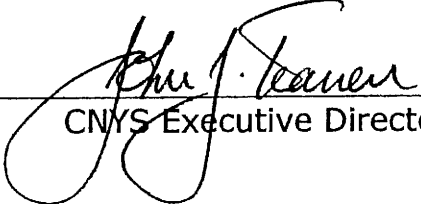
Client fees:

Charges for services performed by either party, pursuant to this agreement, shall be collected by the agency rendering such services. Such charges shall be billed directly to the client, third-party payors, or other sources normally billed by the agency; and neither agency shall have any liability to the other for such charges, except to the extent that such a liability would exist separate and apart for this agreement.

Meetings

The Chief Executive Officer (or their designees) will meet as necessary to monitor the provisions of this agreement in order to make whatever changes or adjustments deemed necessary in the interest of the efficient execution of this agreement.

IX. SIGNATURES



CNYS Executive Director

2/4/10
Date



Executive Director (or designee)

4/27/10
Date



HIPAA Business Associate Agreement

This Business Associate Agreement ("Agreement") is entered into this 14th day of April, 2003 between **Central New York Services, Inc.**, a **Not for Profit Agency** ("Company") and **Insight House**, a **Chemical Dependency Treatment Facility** ("Contractor").

RECITALS

I. Company is a Not-for-Profit, Behavioral Health Organization that provides services, support and advocacy to those who are most at risk and underserved with a principal place of business at 518 James Street, Suite 240, Syracuse, NY 13203.

II. Contractor is a **Chemical Dependency Treatment Facility**, with a principal place of business at **500 Whitesboro Street, Utica, New York, 13502**.

III. Company, as a Covered Entity defined herein under the Health Information Portability and Accountability Act of 1996 ("HIPAA") is required to enter into this Agreement to obtain satisfactory assurances that Contractor, a Business Associate under HIPAA, will appropriately safeguard all Protected Health Information ("PHI") as defined herein, disclosed, created or received by Contractor on behalf of, Company.

IV. Company desires to engage Contractor to perform certain functions for, or on behalf of, Company involving the disclosure of PHI by Company to Contractor, or the creation or use of PHI by Contractor on behalf of Company, and Contractor desires to perform such functions.

In consideration of the mutual promises below and the exchange of information pursuant to this agreement and in order to comply with all legal requirements for the protection of this information, the parties therefore agree as follows:

A. Definitions of Terms

1. Agreement means this Business Associate Agreement.
2. Business Associate shall have the meaning given to such term in 45 C.F.R. section 160.103.
3. C.F.R. shall mean the Code of Federal Regulations.

4. Designated Record Set shall have the meaning given to such term in 45 C.F.R. section 164.501.

5. Covered Entity shall have the meaning given to such term in 45 C.F.R. section 160.103.

6. Protected Health Information or PHI shall have the meaning given to such term in 45 C.F.R. section 164.501.

B. Obligations of Contractor.

1. Permitted Uses and Disclosures. Contractor may not use or disclose PHI received or created pursuant to this agreement except as follows:

1. The individual who is the subject of the information has authorized the use or disclosure.
2. The individual who is the subject of the information has received a Notice of Privacy Practices and acknowledged receipt of the Notice, thus allowing the use or disclosure and the use or disclosure is for treatment, payment or health care operations.
3. The individual who is the subject of the information agrees or does not object to the disclosure and the disclosure is to persons involved in the health care of the individual.
4. The disclosure is to the individual who is the subject of the information or to HHS for compliance-related purposes.
5. The use or disclosure is for one of the HIPAA "public purposes" (i.e. required by law, etc.).

DMV. Contractor's Operations – Permitted Uses of PHI. Contractor may use the PHI it receives in its capacity as a Business Associate for the proper management and administration of Contractor or to carry out Contractor's legal responsibilities.

DMV. Contractor's Operations – Permitted Disclosures of PHI. Contractor may disclose the PHI it obtains in its capacity as a Business Associate if such disclosure is necessary for the Contractor's proper management and administration or to carry out the Contractor's legal responsibilities, and:

- (i) the disclosure is required by law; or
- (ii) Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will be held confidentially 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 Contractor (and

Contractor in turn notifies Company) of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2. Disclosure Accounting. In the event that Contractor makes any disclosures of PHI that are subject to the accounting requirements of 45 C.F.R. section 164.528, Contractor promptly shall report such disclosures to Company. The notice by Contractor to Company of the disclosure shall include the name of the individual and company affiliation to whom the PHI was disclosed and the date of the disclosure. Contractor shall maintain a record of each such disclosure, including the date of the disclosure, the name and, if available, the address of the recipient of the PHI, a brief description of the PHI disclosed and a brief description of the purpose of the disclosure. Contractor shall maintain this record for a period of six (6) years and make available to Company upon request in an electronic format so that Company may meet its disclosure accounting obligations under 45 C.F.R. section 164.528.

3. Access to PHI by Individuals. Contractor shall cooperate with Company to fulfill all requests by individuals for access to the individual's PHI that are approved by Company. Contractor shall cooperate with Company in all respects necessary for Company to comply with 45 C.F.R. section 164.524. If Contractor receives a request from an individual for access to PHI, Contractor immediately shall forward such request to Company. Company shall be solely responsible for determining the scope of PHI and Designated Record Set with respect to each request by an individual for access to PHI. If Contractor maintains PHI in a Designated Record Set on behalf of Company, Contractor shall permit any individual, upon notice by Company, to access and obtain copies of the individual's PHI in accordance with 45 C.F.R. 164.524. Contractor shall make the PHI available in the format requested by the individual and approved by Company, unless the PHI is not readily producible in such format, in which case the PHI shall be produced in hard copy format. Contractor may not charge the individual any fees for such access to PHI.

4. Access to Contractor's Books and Records. Contractor shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of Company available to the Secretary of the Department of Health and Human Services for purposes of determining Company's compliance with the HIPAA laws and regulations. Upon reasonable notice to Contractor and during Contractor's normal business hours, Contractor shall make such internal practices, books and records available to Company to inspect for purposes of determining compliance with this Agreement.

5. Amendment of PHI. As directed and in accordance with the time frames specified by Company, Contractor shall incorporate all amendments to PHI received from Company. Within five (5) business days following Contractor's amendment of PHI as directed by Company, Contractor shall provide written

notice to Company confirming that Contractor has made to amendments to PHI as directed by Company and containing any other information as may be necessary for Company to provide adequate notice to the individual in accordance with 45 C.F.R. section 164.526.

6. Security Safeguards. Contractor shall implement a documented information security program that includes administrative, technical and physical safeguards designed to prevent the accidental or otherwise unauthorized use or disclosure of PHI.

7. Reporting and Mitigating Unauthorized Uses and Disclosures of PHI. Immediately upon notice to Contractor, Contractor shall report to Company any uses or disclosures of PHI not authorized by this Agreement. Contractor shall use its best efforts to mitigate the deleterious effects of any use or disclosure of PHI not authorized by this Agreement. Further, in the notice provided to Company by Contractor regarding unauthorized uses and/or disclosures of PHI, Contractor shall describe the remedial or other actions undertaken or proposed to be undertaken regarding the unauthorized use or disclosure of PHI.

8. Affiliates, Agents, Subsidiaries and Subcontractors. Contractor shall require that any agents, affiliates, subsidiaries or subcontractors, to whom it provides PHI received from, or created or received by Contractor on behalf of Company agree in writing to the same use and disclosure restrictions imposed on Contractor by this Agreement.

C. Term and Termination.

1. Term. This Agreement shall be for a term of one (1) year, commencing on April 14, 2003 and ending on April 13, 2004 ("Initial Term"). This Agreement shall automatically renew for successive one (1) year periods ("Renewal Term") unless one party notifies the other party of its intent not to renew within sixty (60) days prior to end of the Initial Term or any Renewal Term.

2. Termination by Breach. Company, at its sole option and without an opportunity to cure, immediately may terminate this Agreement if Company determines that Contractor has violated a material term of this Agreement.

3. Effects of Termination; Disposal of PHI. Upon termination of this Agreement, Contractor shall recover all PHI that is in the possession of Contractor's agents, affiliates, subsidiaries or subcontractors. Contractor shall return to Company or destroy all PHI that Contractor obtained or maintained pursuant to this Agreement on behalf of Company. If the parties agree at that time that the return or destruction of PHI is not feasible, Contractor shall extend

the protections provided under this Agreement to such PHI, and limit further use or disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible. If the parties agree at the time of termination of this Agreement that it is infeasible for the Contractor to recover all PHI in the possession of Contractor's agents, affiliates, subsidiaries or subcontractors, Contractor shall provide written notice to Company regarding the nature of the infeasibility and Contractor shall require that its agents, affiliates, subsidiaries and subcontractors agree to the extension of all protections, limitations and restrictions required of Contractor hereunder.

D. Indemnification.

1. Indemnification. Each party will indemnify and hold harmless the other party to this Agreement from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:

(a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Agreement; and

(b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Agreement.

E. Miscellaneous.

1. Contractor's Compliance with HIPAA. Company makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of PHI.

2. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each party at the addresses which follow or to such other addresses as the parties may hereinafter designate in writing:

Company:

**Central New York Services, Inc.
518 James Street, Suite 240
Syracuse, NY 13203
Attention: Executive Director**

Contractor: **Insight House
500 Whitesboro Street
Utica, New York 13502**

Any such notice shall be deemed to have been given, if mailed as provided herein, as of the date mailed.

3. Change in Law. In the event that there are subsequent changes or clarifications of statutes, regulations or rules relating to Agreement, Company shall notify Contractor of any actions it reasonably deems are necessary to comply with such changes, and Contractor promptly shall take such actions. In the event that there shall be a change in the federal or state laws, rules or regulations, or any interpretation or any such law, rule, regulation or general instructions which may render any of the material terms of this Agreement unlawful or unenforceable, Contractor may, by providing advanced written notice, propose an amendment to this Agreement addressing such issues. If, within fifteen (15) days following the notice, the parties are unable to agree upon such amendments, either party may terminate this Agreement by giving the other party at least thirty (30) days written notice.

4. Amendments. By mutual consent of the parties, this Agreement may from time to time be modified or amended in writing and such written modifications signed by the parties shall be attached to and become part of this Agreement.

5. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

6. Counterparts. This Agreement may be executed in counterparts, any of which is considered to be an original agreement.

7. Governing Law. This Agreement shall be construed broadly to implement and comply with the requirements relating to the HIPAA laws and regulations. All other aspects of this Agreement shall be governed under the laws of the State of New York and venue for any actions relating to this Agreement shall be in Onondaga County, New York.

8. Assignment/Subcontracting. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. Contractor may not assign or subcontract the rights or obligations under this Agreement without the express written consent of Company. Company may assign its rights and obligations under this Agreement to any successor or affiliated entity.

9. Entire Agreement. This Agreement contains the entire agreement between parties and supersedes all prior discussions, negotiations and services for like services.

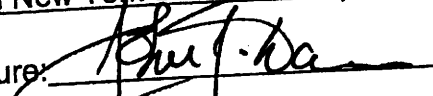
10. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

11. Assistance in Litigation or Administrative Proceedings. Contractor shall make itself and any agents, affiliates, subsidiaries, subcontractors or employees assisting Contractor in the fulfillment of its obligations under this Agreement, available to Company, at no cost to Company, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Company, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where Contractor or its agents, affiliates, subsidiaries, subcontractors or employees are a named adverse party.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement to be effective as of April 14, 2003.

COMPANY

Central New York Services, Inc.

Signature: 

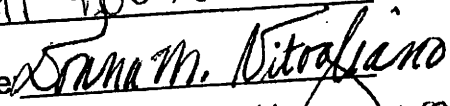
Printed Name: John J. Warren

Title: Executive Director

Date: 4-1-03

CONTRACTOR

INFLIGHT HOUSE

Signature: 

Printed Name: DONNA M. VITAGLIANO

Title: CBO

Date: 7-31-03

II. SERVICE AND PROGRAM NARRATIVE

A. and B.

Outreach

1. FORENSIC EVALUATION UNIT

Location: Utica and Rome City Courts; Oneida County Town and Village Courts
Hours: Mon-Fri. 8:30-4:30 p.m.

Screening and Diversion

The Agency receives referrals directly from the Courts and provides assessment, case planning, referral and monitoring for the Court and the individual referred. Individuals receiving the service have been identified with a mental illness, substance abuse addiction or dual diagnosis. Individuals are diverted from the Correctional Facility and receive treatment and other services from community providers. Successful completion of the treatment plan results in dismissal of the charges in the criminal justice system. This service allows an individual to either continue in employment or access the necessary supports to move toward gaining employment. The service is funded through the New York State Office of Mental Health.

2. SUICIDE PREVENTION AND SCREENING AT THE ONEIDA COUNTY CORRECTIONAL FACILITY

Location: Oneida County Correctional Facility, Judd Road, Oriskany, New York

Hours: Mon-Friday 8:30 A.M. – 4:30 P.M.; Medication Services Tues.-Friday 4 P.M.- 8 P.M.; On-call service evenings and weekends

Pre-Admission Screening, Assessment and Monitoring

All persons admitted to the Oneida County Correctional Facility are assessed for potential lethality (potential for suicide); individuals assessed as needing supports are monitored for possible symptoms of depression or decompensation. Crisis intervention services are available when staff is notified. In addition medication assessment services are also provided. If notified of impending discharge staff will offer inmates opportunity to access supports and referrals designed to enhance the individual's employability. This aspect of the service is voluntary. The service is funded through the New York State Office of Mental Health.

BRIDGER AT THE ONEIDA COUNTY CORRECTIONAL FACILITY

Location: Oneida County Correctional Facility Hours: Mon.-Fri.
Judd Road, Oriskany, New York 8:30-4:30 p.m.

Located within the Jail Mental Health Services the Bridger Program provides initial referral and linkage to appropriate treatment services, including employment training, support and readiness, for inmates upon their discharge from the Jail. The services are designed to be voluntary and principally are provided using case management techniques. The design of the service offers a greater chance of successful reintegration into the community for inmates who have difficulty accessing appropriate services once out of the facility. The service is designed to help reduce recidivistic behavior. The service is funded through the New York State Office of Mental Health.

MICA/DUAL RECOVERY NETWORK

Location: 247 Elizabeth Street Hours: Mon.-Fri.
Utica, New York 8:30-4:30 p.m.

Integration of chemical dependency and mental health services for those with co-occurring disorders is recognized as a Best Practice. Recent research has noted the pervasive nature of co-occurring disorders, and the failure of the traditional treatment approach of sequentially or concurrently treating an individual in two separate treatment environments. The service assists the individual to avoid additional contacts with the criminal justice system by obtaining treatment that addresses all of the disability issues concurrently, sustaining the individual through the inevitable short-term setbacks and providing case management support and advocacy for the dually diagnosed person. This support provides persons with the foundation to pursue, training, placement and other employment related services to further their recovery. The service is funded through the New York State Office of Mental Health.

COORDINATED CHILDREN'S SERVICES- Youth Diversion

Location: Oneida County Juvenile Probation Offices Hours: Mon.-Fri.
Union Station 8:30-4:30 p.m.
Utica, New York

This service uses assessment tools to assist in the management and planning of services to children and adolescents with juvenile justice involvement (or potential involvement) and their families, to achieve permanency and quality in

their plans for life and employment. The assessment is used for decision support by probation and the remainder of the participants in the Coordinated Children's Service Initiative for use in design of a system of services that intends to avoid juvenile justice contact or placement, and to maintain children with their families. These services, when linked to effective treatment services, have proven to be an excellent means of reducing recidivism and preventing criminal behaviors in adulthood. The service is funded through the New York State Office of Mental Health.

ACT PROGRAM SERVICE

Location: Mohawk Valley Psychiatric Center Hours: Mon.-Fri.
1400 Noyes at York 8:30-4:30 p.m.
Utica, New York

Provides administrative support for wrap-around service funds to assist the ACT Program of Oneida County to sustain a person within the larger community and/ to assist them in reduction of hospital stays and/or contact with the criminal justice system. The teams serve approximately 120 individuals through a voluntary service; funds can be used for employment training and readiness. The service is funded through the New York State Office of Mental Health.

ADVOCACY/SUPPORT

Location: Central New York Services, Inc. Hours: Mon.-Fri.
Administrative Services 8:30-4:30 p.m.

Provides ongoing administrative support for all Oneida County services but in Particular Shelter Plus Care Housing which serves over 240 persons and their families in obtaining and sustaining quality housing to help ensure continuing participation in treatment, employment and other services aiding in their recovery from substance abuse. The service is funded through the New York State Office of Mental Health.

SHELTER PLUS CARE CASE MANAGEMENT

Location: 1006 Park Avenue Hours: Mon.-Friday 8:30-4:30 p.m.
Utica, New York Wed. until 6 p.m.

Provides case management support to over 250 families and individuals to obtain housing through the HUD Shelter Plus Care program granted to the NYS Office of Alcoholism and Substance Abuse services. Three staff assist residents in finding

PAGE 4

and obtaining affordable housing in the Oneida County community, establish income eligibility for a Section 8 housing subsidy, assist participants in understanding the Public Assistance/Social Security process, perform required annual HUD safety inspections for apartments, perform monthly visits to homes of all participants to assess continued attendance in treatment program (a requirement for continued receipt of housing voucher) and housing safety, provide linkage and referral to additional community service providers to address participant needs in order to maintain permanent housing. The service is funded through a NYS OASAS Contract with the Agency.

APPENDIX B:

SECTION IC

The Agency will incorporate the data gathered through the C-Info system on a regular basis. The Agency will adjust clinical and program services to reflect the needs and desires of the consumer we serve. We will use the data to continue our collaborative and outreach efforts to other providers in order to assure the efficient and timely use of services within the community as well as to discern the need for new services or the recasting of existing services the data obtained and consumer and family satisfaction will be monitored and incorporated in the Agency's overall Quality Assurance Program as outlined in paragraph 5 of the description of the program.

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

BOARD MEMBERS

Donald Gross, Chairman
Neil C. Angell, Vice Chairman
Harry A. Herfline, Treasurer
Vincent A. Casale
Alicia Dicks

James M. D'Onofrio
Barbara Freeman
Kenneth A. Long
Robert J. Roberts, III
James M. Williams

William A. Rabbia, Executive Director
Peter M. Rayhill, Authority Counsel
Jodi M. Tuttle, Authority Secretary

October 29, 2010

Ms. Angela Myers
Administrative Assistant
Central New York Services, Inc.
518 James Street, Suite 240
Syracuse, NY 13203

RE: SOLID WASTE HAULER CERTIFICATION OF COMPLIANCE
For: Oneida County Correctional Facility, Youth Diversion/Union Station and
Utica Court/Forensic Evaluation, 1006 Park Ave., 1024 Park Ave,
1411 Genesee Street

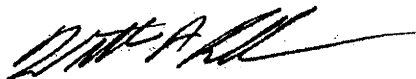
Dear Ms. Myers:

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**) is 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 D: Insurance Statement

Attach a copy of the Contractor's Certificate of Insurance that clearly lists Oneida County as an "Additionally Insured".

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MC
CNYSE-2
DATE (MM/DD/YYYY)
07/02/10

PRODUCER
C. H. Insurance Brokerage
Services Co., Inc.
100 Madison St, Suite 100
Syracuse NY 13202-2704
Phone: 315-234-7500 Fax: 315-234-7508

INSURED
Central New York Services, Inc
Robert J. Flask, Jr.
518 James Street, Suite 240
Syracuse NY 13203

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.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Philadelphia Ind Ins Co	
INSURER B:	Philadelphia Ins Cos.	
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 ADD'L LTR INSR	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 type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	PHPK592269	07/01/10	07/01/11	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 3,000,000
					PRODUCTS - COMP/OP AGG	\$ 3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	PHPK592269	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	PHUB314392	07/01/10	07/01/11	EACH OCCURRENCE	\$ 1,000,000
	AGGREGATE				\$ 1,000,000	
	DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	OTHER Professional Liab	PHPK592269	07/01/10	07/01/11	Each Occ	\$ 1,000,000
					Aggregate	\$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate Holder is listed as Additional Insured.

CERTIFICATE HOLDER
ONEIDAD
Oneida County
Dept. of Mental Health
235 Elizabeth Street
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 30 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
Joseph Conventuro

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.**

NO REVISIONS OR UPDATES

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.**

NO REVISIONS OR UPDATES

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) 1006 AND 1024 PARK AVE. ,
UTICA, NEW YORK

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.

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:

CENTRAL NEW YORK SERVICES, INC.

SUITE 240 518 JAMES STREET, SYRACUSE, NEW YORK 13203

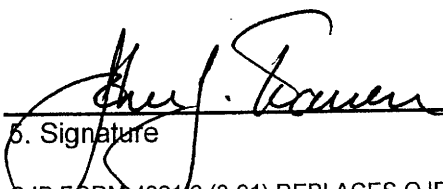
2. Application Number and/or Project Name:

3. Grantee IRS/Vendor Number 16 136 4106

4. Type/Print Name and Title of Authorized Representative

John J. Warren Executive Director

5. Signature



6. Date

10/25/10

Appendix H: Disaster Response Plan

**Where applicable, attach a copy of the Contractor's
Disaster Response Plan.
Resubmit only when revised or updated.**

NO REVISIONS OR UPDATES

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) <u>1-17-90</u>	b. Principle officers <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><u>John J. Warren</u></td> <td style="width: 40%; text-align: right;">Titles <u>Executive Director</u></td> </tr> <tr> <td><u>Luann Healy</u></td> <td style="text-align: right;"><u>Chief Operating Officer</u></td> </tr> <tr> <td><u>Robert Flask</u></td> <td style="text-align: right;"><u>Chief Financial Officer</u></td> </tr> </table>		<u>John J. Warren</u>	Titles <u>Executive Director</u>	<u>Luann Healy</u>	<u>Chief Operating Officer</u>	<u>Robert Flask</u>	<u>Chief Financial Officer</u>
<u>John J. Warren</u>	Titles <u>Executive Director</u>							
<u>Luann Healy</u>	<u>Chief Operating Officer</u>							
<u>Robert Flask</u>	<u>Chief Financial Officer</u>							
c. Employer Identification Number: <u>16-1364106</u>								
d. Number of Employees Full Time: <u>170</u> Part Time: <u>25</u>								

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

3. Total Sales/Revenues in most recent accounting period. (12 months)
\$ 11,718,396

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 2-8 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

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

Robert J. Mackay

a. Title

Chief Financial Officer

b. Firm Name, Address, and Telephone Number

*Central New York Services, Inc.
518 James St., Suite 240
Syracuse, NY 13203*

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.

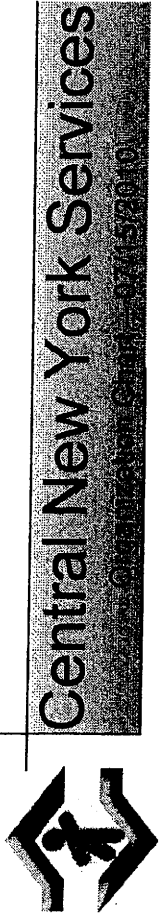
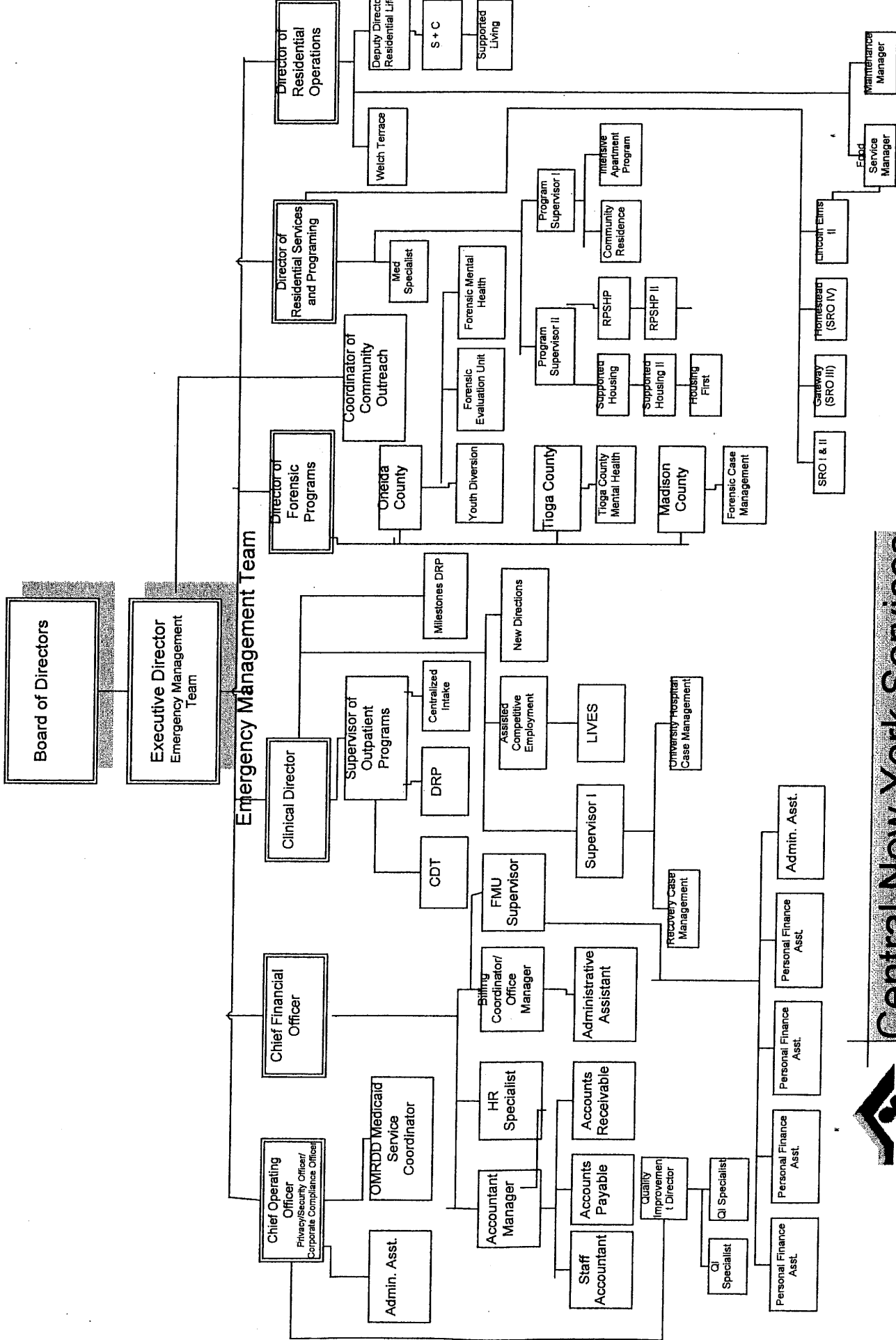
Appendix J: Corporate Compliance Plan

**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.**

NO REVISIONS OR UPDATES

Appendix K: Organizational Chart

**Attach a copy of the Contractor's Organizational Chart.
Resubmit only when revised or updated.**



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.

ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH

CONTRACT AGENCY - Central New York Services, Inc.

CONTRACT YEAR 2011 2012 2013

CONTRACT PERIOD Q1 Q2 Q3 Q4 Annual

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
Outreach (Forensic Evaluation Unit - Utica City Court)	0690			Total Number of Contacts		Each day of diverted incarceration represents a savings of \$85 per participant (cost of per diem housing at Oneida County Correctional Facility)
Advocacy & Support (Forensic Evaluation Unit - Utica City Court)	0810			Total Number of Contacts		Each day of diverted incarceration represents a savings of \$85 per participant (cost of per diem housing at Oneida County Correctional Facility)
Outreach (Suicide Prevention - Oneida Co. Correctional Facility)	0690			Total Number of Contacts		The suicide prevention program at Oneida County Correctional Facility provides screening for all inmates, and provides on-going and/or crisis intervention services to over 200 inmates per month.
Case Management (Bridger Program - Oneida Co. Correctional Facility)	1990			Total Number of Staff Hours		The Bridger Program provides Discharge Planning services to inmates at the Oneida County Correctional Facility.
Coordinated Children's Service Initiative (CCSI)	2990			Total Number of Paid Staff Hours		Each day of diverted placement = potential savings of \$15.74 - \$20.81 (Foster Care), \$53.62 - \$53.80 (Therapeutic Foster Care) or \$194.87+ (Residential Care) PER CHILD. Expenditures included Taxi Rides, Groceries, Clothing, Air Conditioner, Blue Bags, Phone/Minutes, Laundry Needs, Medication Co-pays, Social Rec activities, household items, Group Activities, Cleaning Supplies Services, Dumpster Rental
Case Management (Assertive Community Treatment - ACT Team)	8810			Total Number of Requests		CNYS provides 1 FTE staff to the MICA Network
Mental Illness Chemical Abuse (MICA) Network	5990			Total Number of Paid Staff Hours		

SUBMITTED BY:

DATE:

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 OCDM 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.

ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH

CONTRACT AGENCY - Central New York Services, Inc.

CONTRACT YEAR 2011 2012 2013

CONTRACT PERIOD Q1 Q2 Q3 Q4 Annual

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>
Outreach (Forensic Evaluation Unit - Utica City Court)	Effectiveness Safety	All participants will be successfully diverted from incarceration.		Outcome	High	<u>National Gains</u> Center, US Department of Health and Human Services	Internal data base	Adelle Gaglianese, Program Coordinator
	Effectiveness Continuity Safety	All participants will demonstrate a decrease in number of individual arrests.		Outcome	High	<u>National Gains</u> Center, US Department of Health and Human Services	Internal data base	Adelle Gaglianese, Program Coordinator
Advocacy & Support (Forensic Evaluation Unit - Utica City Court)	Effectiveness Safety	All participants will be successfully diverted from incarceration.		Outcome	High	<u>National Gains</u> Center, US Department of Health and Human Services	Internal data base	Adelle Gaglianese, Program Coordinator
Outreach (Suicide Prevention - Oneida Co. Correctional Facility)	Accessibility Safety	All inmates booked into the Oneida County Correctional Facility (OCCF) will be screened for Suicide Risk.		Process	High	National Commission on Correctional Health Care, NYS Corrections Commission Standards	Internal data base Oneida County Sherriff's Dept. records	Director, Behavioral Health Services Program Coordinator, Forensic Mental Health Unit (FMHU)
Case Management (Bridger Program - Oneida Co. Correctional Facility)	Accessibility Continuity	All inmates released with formal Discharge Plans will keep initial follow up mental health and/or substance abuse appointments.		Outcome	High	National Commission on Correctional Health Care Standards, Internal Policy; 43% per 2009 Annual Report	Internal data base in collaboration with area health & behavioral healthcare providers	Director, Behavioral Health Program Coordinator, Forensic Mental Health Unit (FMHU)

ONEIDA COUNTY DEPARTMENT OF MENTAL HEALTH

CONTRACT AGENCY - Central New York Services, Inc.

CONTRACT YEAR 2011 2012 2013

CONTRACT PERIOD Q1 Q2 Q3 Q4 Annual

PERFORMANCE MEASUREMENT

<u>SERVICE/PROGRAM</u>	<u>DOMAIN</u> ACCESSIBILITY 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>
Coordinated Children's Service Initiative (CCSI)	Effectiveness	All clients receiving a Children and Adolescent Needs & Strengths (CANS) assessment will be successfully diverted from placement.		Outcome	High	74% (78/93) per 2009 Annual Report	Internal Records, Records from MHD, Probation and area providers	Jill Gilberti, Senior Counselor
	Effectiveness	All Committee for Appropriate Placement (CAP) clients will avoid placement by successfully linking them to services.		Outcome	High	96% (162/168) per 2009 Annual Report	Internal Records, Records from MHD, Probation and area providers	Jill Gilberti, Senior Counselor
Case Management (Assertive Community Treatment - ACT Team)	Accessibility Effectiveness	Emergency & routine requests for service dollars will be processed within established timeframes.		Output Process	Medium	Emergency: 72 hours to process Routine: 1 week to process	CNYS Fiscal Department Reports	Bob Flask, CFO

*See Upstate Cerebral Palsy (#5990)

SUBMITTED BY:

Date:

Forensic Evaluation (Service Code: Outreach 0690): Provides case management services to individuals referred through Utica City Court, Rome City Court, and various Town Courts, in order to divert those individuals from incarceration. Individuals are assessed for service needs, appropriate referrals are completed, follow-up contacts are made, and status reports are regularly submitted to the appropriate court. In 2009, 503 referrals were made to FEU. As of the third quarter of 2010, FEU had a 2010 success rate of 91.2%: 379 of 416 participants were successfully diverted from incarceration. Every diverted individual represents a savings of \$85.00 daily (the average cost of incarceration at Oneida County Correctional Facility). Forensic Evaluation staff also serves as Team Members of Domestic Violence and Mental Health Courts.

Clinical Case Management (Service Code: Advocacy and Support 0810): Advocacy and Support, assigned to the Forensic Evaluation Unit, provides Case Management Services through an OASAS grant for the Clinical Case Management Program (formerly Road to Recovery). As part of the Drug Court Team, individuals with 2nd felony arrests are case managed through long term drug rehab programs. Elsewhere, through referral sources as varied as the courts, parole, probation and legal representatives, Clinical Case Management provides comprehensive assessments and case management services for any individuals who are at risk of incarceration due to drug and/or alcohol use. As of the 3rd Quarter of 2010, 87% of program participants were successfully diverted.

Suicide Prevention (Service Code: Outreach 0690): The Forensic Mental Health Program provides suicide prevention and on-going mental health services to inmates at the Oneida County Correctional facility. As of the 3rd Quarter of 2010, 3091 inmates were screened for suicide risk: of that number, face to face assessments were performed on 1,234, and 1089 individuals were opened for on-going services. Approximately 200 inmates (1/3 of the total jail population), on average, are receiving services each month.

Bridger Program (Service Code: Case Management 1990): The Bridger Program provides Discharge Planning Services for inmates at the Oneida County Correctional Facility. Discharge Planning can include helping inmates meet their financial, housing, medical, and clinical needs at the time of their release from the facility, with the aim of reducing recidivism through community collaboration. As of the 3rd Quarter of 2010, based on performance responses from area providers, 58% of individuals referred for post- release clinical services kept their initial appointments.

Youth Diversion (Service Code: Coordinated Children's Service Initiative [CCSI] 2990): Youth Diversion, working with the Oneida County Department of Probation, provides case management services to troubled youth in order to divert institutional placement. In 2009, 74% of individuals receiving a Children and Adolescent Needs & Strengths (CANS) assessment were successfully diverted from placement. During that same year, 96% of individuals participating in Committee for Appropriate Placement (CAP) were successfully diverted from placement by linkage to community services. Each day of diverted placement represents a potential savings of \$15.74 - \$20.81 (Foster Care), \$53.62 - \$53.80 (Therapeutic Foster Care) or \$194.87+ (Residential Care) PER CHILD.

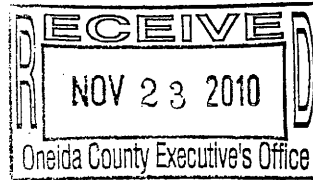
Assertive Community Treatment (ACT Team): (Service Code: Case Management 8810): The ACT Team provides financial case management services to individuals in the community who, due to addiction/mental health disorders struggle with self sufficiency and meeting their own needs. They are, consequently, at risk for further incarceration/hospitalization. Services may include: expenditures for transportation, Groceries, Clothing, Air Conditioner, Blue Bags, Phone/Minutes,

Laundry Needs, Medication Co-pays, Social /Recreational activities, Household supplies, Group Activities, Cleaning Supplies Services, Dumpster Rental.

Dual Recovery Program (Service Code: Mental Illness Chemical Abuse [MICA] Network 5990): Central New York Services provides one FTE staff member to the MICA Network, through United Cerebral Palsy. The program provides case management services for the Dually Diagnosed population (suffering from addiction and mental health disorders) who are at risk of repeated incarceration/institutionalization. During the first three quarters of 2010, 38 unique individuals were served by this staff member. Performance Measures for this program are established and maintained by United Cerebral Palsy.

Appendix N: Miscellaneous/Other

List/attach any additional information considered relevant to this Agreement.



Anthony J. Picente, Jr., County Executive

Linda M. Nelson, Commissioner



Phone: (315) 798-5903
Fax: (315) 798-6445

235 Elizabeth Street
Utica, New York 13501

FN 20 10 401

November 18, 2010

PUBLIC HEALTH

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

WAYS & MEANS

2010 NOV 23 PM 3:13
RECEIVED
ONEIDA COUNTY LEGISLATURE

Dear Mr. Picente:

The Department of Mental Health has been notified that we will be receiving additional state aid from New York State Office of Mental Health. These additional funds will be used to support on going programs.

There will be no additional cost to the County required in support of this request.

I therefore request approval for the following 2010 supplemental appropriations:

TO:		
AA# A4310.49519 - Mental Health Admin. – Central NY Services.		102,268.
AA# A4310.49528 - Mental Health Admin. – Compeer.....		<u>22,543.</u>
Total:		\$124,811.

These supplemental appropriations will be fully supported by unanticipated revenue in:

RA# A3490 - - - State Aid – OMH \$ 124,811.

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

Anthony J. Picente, Jr.
County Executive
Date 11/23/10

Respectfully submitted,

Linda M. Nelson
Commissioner of Mental Health

CC: Budget



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

November 4, 2010

FN 20 10 - 402

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

PUBLIC HEALTH
WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 NOV 23 PM 3:35

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 the Resource Center for Independent Living, Inc. for your review and signature.

Under this proposed Agreement, the Resource Center for Independent Living, Inc. (RCIL) will provide: Intensive Case Management services to children and youth who have a serious emotional disturbance; support and management services to the entire Intensive Case Management (ICM) Program and mental health Follow-Along services to adults with a serious mental illness. The employment programs will assist individuals with barriers such as mental illness and other disabilities, in entering the work force.

The gross amount of this Agreement is **\$328,071.00**. **No Oneida County tax dollars are associated with this Agreement to fund the operating deficits incurred by these 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 11/22/10

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Resource Center for Independent Living

Title of Proposed Service/Program: ICM Management Services (OMH)
C&Y Intensive Case Management (OMH)
Case Management Emergency & Non-Emergency Services (OMH)
Ongoing Integrated Supported Employment (OMH)
Assisted Competitive Employment (OMH)

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 children with a serious emotional disturbance or severe behavioral disorder. The work programs are directed toward individuals with barriers to employment, including mental health and other disabilities.

Summary Statements:

I. Narrative Description of Service/Program:

Under the terms and conditions of this Agreement, the Resource Center for Independent Living (RCIL) will provide the following services and related programs:

A. ICM Management Services #2810

The main goal of the service is to provide fiscal management to the entire Oneida County Intensive Case Management (ICM) Program. Services include fiscal record-keeping, bookkeeping, check processing, audit and evaluation. RCIL guarantees a one-week turnaround for all bills and can handle emergency expenses on the spot. RCIL provides quarterly reports, CFR, staff evaluation and an outside fiscal audit performed by Certified Public Accountants. RCIL continues to demonstrate a quality administrative capacity and a high level of reliability in performing these services.

B. Intensive Case Management Children and Youth Services #1810

Intensive Case Management (ICM) services operate under a fidelity structure defined in 18 NYCRR, Section 505, and a memorandum of understanding between OMH and the NYS Department of Health. Consumer activities are aimed at linking the Consumer to service systems and coordinating various services to achieve successful outcomes. The objective of case management in a mental health system is to offer continuity of care and support. Services may include linking, monitoring, and case-specific advocacy.

The main goal of Intensive Case Management is to decrease admission to mental health institutions through the individual development of independent living skills and improvement in coping abilities. These skills are critical to achieve and maintain employment. Consumers and their families are the focal point of the treatment team. Services are delivered from an independent living perspective, are consumer driven, community based, and rely on natural supports and generic services as much as possible. Nearly all services take place in the community. It is the exception rather than the rule when a consumer has to visit an office.

C. Intensive Case Management/Supportive Case Management/Blended Case Management Emergency & Non-Emergency #2830

Intensive Case Management/Supportive Case Management/Blended Case Management Emergency & Non-Emergency services are consistent with an individual treatment plan, are designed to be flexible, and are responsive to current individual needs. This includes emergency services, both immediate and non-immediate. Emergency dollars are designated to meet immediate basic needs of the consumer, including: transportation, medical/dental care, shelter/respite/hotel, food/meals, clothing, escort, and other. Consumers may also use service dollars to fund household furnishings, utilities, tuition, job-related costs, job coaching, education, vocational services, leisure time services, and others as needed.

D. Ongoing Integrated Supported Employment (OISE) #4340

These funds are intended for ongoing job maintenance services including job coaching, employer consultation and other relevant supports needed to assist an individual in maintaining a job placement. These services are intended to complement VESID time-limited supported employment services.

The program supports consumers to achieve employment by providing vocational service coordination to individuals with a primary diagnosis of mental illness who are seeking employment.

Services are designed to identify problems before they become a crisis, which often results in termination of employment. By using an individual, holistic approach to services, persons will have access to assistance in the following areas:

- Staff works closely with the individual, mental health service providers, and other community service providers to develop comprehensive approach to support each individual. Issues such as independent living, housing, benefit advisement, and securing transportation and child care are addressed through this program.
- Recognizing the need to support each individual, RCIL will provide support and work with individuals and mental health professionals to identify non-traditional supports available in the community for reducing stress, coping with the challenges of a new job, and balancing family and work.

E. Assisted Competitive Employment (ACE) #1380

Assisted Competitive Employment adopts a vocational service coordination model to ensure a seamless array of services is available to program participants. This model will ensure consumers have the supports they need in all areas of their life to be successful in employment. The objective of this program is to assist individuals in choosing, finding and maintaining satisfying jobs in the competitive employment market at minimum wage or higher. Assisted Competitive Employment provides consumers with job-specific skills training, as well as long-term supervision and support services, both at the work site and off-site as needed.

Assisted Competitive Employment supports consumers to achieve and maintain employment by providing supportive employment services in a vocational case management model to persons with a primary diagnosis of mental illness.

Consumers of Assisted Competitive Employment receive personalized, follow-along support services critical to meeting their needs. Ongoing support services are designed to identify problems before they become a crisis, which often results in termination of employment. By using a person-centered, holistic approach, individuals will receive assistance in the following areas:

- Each participant will receive a minimum of two contacts per month by employment staff. Contacts will be used to identify and address and redress all employer and/or employee concerns, monitor progress in relation to meeting job requirements, determine the impact of work environment, and monitor integration into work culture.
- Recognizing the need to support each individual holistically, RCIL coordinates benefits counseling, advocacy, assistance with housing, and the activities of daily living. This ensures a full spectrum of supports is realized in order to ensure successful attainment of vocational goals.

II. Service/Program Objectives and Outcomes:

The primary objective of all ICM services and programs is to enable those individuals served to meet their basic needs, learn community skills and achieve their highest level of independent functioning. As work is an integral part of recovery, the agency’s employment programs afford persons with a serious mental disorder the opportunity to enter or re-enter the competitive job market. A comprehensive approach to employment planning and service delivery is utilized. Services include on and off-the-job training, independent living skills training and job retention support.

Proposed performance measurements for 2011 include:

OISE – Employment is maintained as a result of receiving support services.

ACE – Program staff work with participants to find viable job leads to pursue.

ICM – Clients maintain personal stability.

– Emergency/Urgent & Routine requests for service \$ are processed within established timeframes.

III. Service/Program Design and Staffing:

The NYS Office of Mental Health (OMH) regulates and certifies all services and related programs in conjunction with the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (VESID).

Total Funding Requested (2011):

Account #: A4310.49525

Gross Budget	\$328,071.00
Revenues (All Sources)	0
Net Amount	\$328,071.00
Federal Funds	0
State Funds	
OMH	\$328,071.00
OMRDD	0
OASAS	0
County Funds	0
Other	0

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$328,071.00 be approved for 2011. Contract amounts for 2012 and 2013, respectively, will be determined based on State Aid allocation.

Service Units: (Proposed for 2011)

Service/Program	Service/ Program Code	Persons Served (Unduplicated)	Units of Service	Unit of Service Definition	Cost Per Client
ICM Management Services	2810	N/A	N/A	N/A	N/A
ICM C&Y Services	1810	36	1,740	Face-to-Face Contact	N/A
Case Management Emergency & Non-Emergency Services	2830	350	1,250	Service \$ Request	N/A
OISE	4340	18	872	Hour of Service Delivery	N/A
ACE	1380	3	195	Hour of Service Delivery	N/A

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

State Aid only \$328,071.00

Cost Per Client Served: See above.

Past Performance Data: This agency has performed well in past years. Contractual reports are always submitted in a thorough and timely manner, as required. The County Department of Mental Health participates in all state reviews and audits.

Oneida County Department Staff Comments: The primary mission of this agency is to advocate for persons with disabilities by promoting a dynamic environment where society and the individual mutually benefit from a barrier-free world with “no limits.” Employment is viewed as the single most important factor in an individual’s remediation and integration back into society.

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 Resource Center for Independent Living, 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 409 Columbia Street, Utica, NY 13502.

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 1st 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 1st 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 30th, 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.

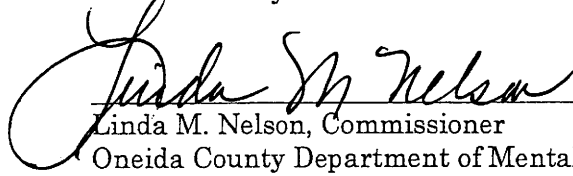
THIS INSTRUMENT EXPRESSED ENTIRE AGREEMENT

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

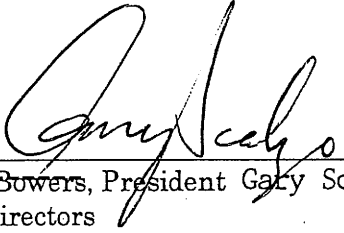
Date



Linda M. Nelson, Commissioner
Oneida County Department of Mental Health

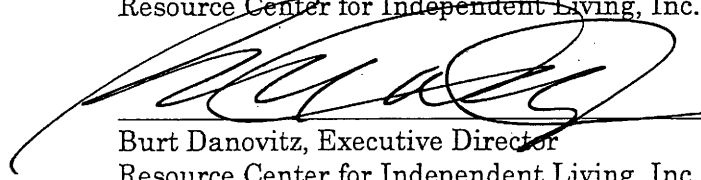
11/4/10
Date

CONTRACTOR BY:



Elizabeth Bowers, President Gary Scalzo
Board of Directors
Resource Center for Independent Living, Inc.

October 27, 2010
Date



Burt Danovitz, Executive Director
Resource Center for Independent Living, Inc.

October 27, 2010
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 2010 - 403

November 9, 2010

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

PUBLIC HEALTH
WAYS & MEANS

2010 NOV 23 PM 3:57
ONEIDA COUNTY LEGISLATIVE

Dear Mr. Picente:

I am forwarding six (6) copies of a Purchase of Services Agreement between the Oneida County Department of Mental Health and the Compeer of the Mohawk Valley, Inc. for your review and signature.

Under this proposed Agreement, Compeer will provide advocacy services to individuals with a serious and persistent mental illness. The Compeer Program is designed to provide Volunteer Friends to individuals with a mental illness in order to more fully integrate them into their community living environment. Also included are veterans struggling with issues related to returning to civilian life. Compeer has also expanded the target population to children and youth who have a serious emotional disturbance through an enhanced recreation program.

This agreement is for \$106,902.00. **There are no county dollars associated with this contract.**

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

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 11/22/10

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Compeer of the Mohawk Valley, Inc.

Title of Proposed Service/Program: Advocacy (OMH)
Recreation (OMH)

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

Client Population/Number to be Served: Adults receiving mental health treatment, veterans struggling with issues related to returning to civilian life and children with emotional disorders and/or at-risk

Summary Statements:

I. Narrative Description of Service/Program:

Compeer recruits, screens, trains and matches caring community volunteers to be supportive friends or mentors to the above population. Volunteers are asked to make a minimum commitment of one hour per week for at least one year. Compeer, originally founded in Rochester, N.Y., is based upon the concept that a volunteer’s friendship and support can help offset the loneliness and isolation that so often accompanies mental illness.

Compeer volunteers and clients matched in one-to-one friendships and mentorships meet at mutually convenient times to share casual social activities, such as crafts, movies, sporting events, and chatting over coffee. In addition, the following programs are available:

Adults

- Compeer Calling/Pen Pals & E-Buddies
- Lunch Pals (@ Utica Rescue Mission ESRO)
- Grand Peer (@ Heritage Health Care Center)
- Coffee Club (offered monthly for waiting list clients)
- Social Enrichment Events & Activities
- Vet2Vet

Children

- Lunch Buddies (@ John F. Hughes & Martin Luther King, Jr. elementary schools)
- Pen Pals
- Social Enrichment Events & Activities
- Afterschool programming @ Jefferson Elementary School, Utica

II. Service/Program Objectives and Outcomes:

It is the mission of Compeer to *enhance rehabilitation and assistance for recipients of mental health treatment and services by improving their sense of self-esteem, furthering their social*

skills and reaffirming their basic human dignity through the experience of friendship. Overall goals include providing supportive friendship, socialization, advocacy, increased community integration, positive role models/mentors, access to educational and recreational activities in the community, as well as respite time for families.

Results from the 2009 Compeer, Inc. Annual Survey were as follows:

Adults	Indicator	Outcome
	• Use of hospitalization or crisis services has been reduced or hasn't been needed	• 73% reported an increase
	• Feel a sense of belonging to others and feel connected to other people	• 85% reported an increase
	• Increased comfort in social situations	• 65% reported an increase
Youth	• Making good choices	• 79% reported an increase
	• Getting along better with others	• 95% reported an increase
	• Increased self-esteem	• 100% reported an increase

III. Service/Program Design and Staffing:

Trained community volunteers develop supportive friendships and mentorships with individuals receiving mental health treatment and other services.

Total Funding Requested:

Account #: A4310.49528

Gross Budget	\$106,902.00
Revenues (All Sources)	0
Net Amount	\$106,902.00
Federal Funds	0
State Funds	
OMH	\$106,902.00
OMRDD	0
OASAS	0
County Funds	0
Other	0

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$106,902.00 be approved for 2011. Contract amounts for 2012 and 2013, respectively, will be determined based on State Aid allocation.

Service Units: (Projected for 2011)

*Unit of Service = volunteer and staff contact with/for consumer

Advocacy

Total Annual Units of Service – 5,040
Unduplicated No. of Persons Served – 70
Estimated Cost per Person – \$590.00

Recreation

Total Annual Units of Service – 3,444
Unduplicated No. of Persons Served – 132
Estimated Cost per Person – \$497.00

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

State Aid only \$106,902.00

Cost Per Client Served:

See above.

Past Performance Data: National research on the efficacy of using peer supports and mentorships to advance the stability and rehabilitation of the mentally disabled is well-documented.

Oneida County Department Staff Comments: This service is nowhere else available within the mental health service system in Oneida County. It is a valuable, cost-effective prevention strategy.

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 Compeer of the Mohawk Valley (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 502 Court Street, Suite 235 Utica, NY 13502.

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 1st 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 1st 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 30th, 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

11/9/10

Date

CONTRACTOR BY:

Catherine Matusz

Catherine Matusz, President
Board of Directors
Compeer of the Mohawk Valley

10/29/10

Date

Judy Reilly

Judy Reilly, Executive Director
Compeer of the Mohawk Valley

10/29/10

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 10-409

November 4, 2010

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

PUBLIC HEALTH

WAYS & MEANS

2010 NOV 23 PM 3:57
RECEIVED
ONEIDA COUNTY LEGISLATURE

Dear Mr. Picente:

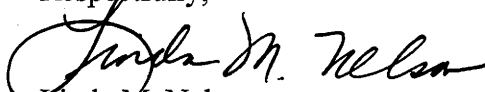
I am forwarding six (6) copies of a Purchase of Services Agreement between the Oneida County Department of Mental Health and the Legal Aid Society of Mid-New York, Inc. for your review and signature.

Under this proposed Agreement, the Legal Aid Society of Mid-New York, Inc. (LASMNY) will provide legal counseling and representation to individuals with a serious and persistent mental illness. Many of the eligible individuals become involved in the civil system for issues related to: a loss of shelter and /or benefits such as SSI; residential issues; landlord disputes; and discrimination issues. LASMNY will provide assistance and legal representation to these individuals.

The gross amount of this Agreement is \$ 74,945. **No Oneida County tax dollars are associated with this Agreement.**

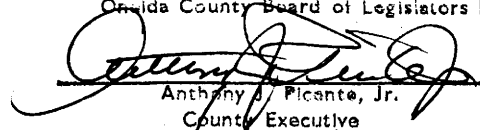
Thank you for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,


Linda M. Nelson
Commissioner

LMN/ldr
Encs.

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


Anthony J. Picente, Jr.
County Executive

Date 11/23/10

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Legal Aid Society of Mid-New York, Inc.
Title of Proposed Service/Program: Legal Advocacy/Support Unit (OMH)
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

Summary Statements:

I. Narrative Description of Service/Program:

Under the terms and conditions of this Agreement, the Legal Aid Society of Mid-New York, Inc. (LASMNY) will provide legal counseling and representation to the above population. Many of the eligible individuals become involved in the civil system due to a loss of shelter and/or benefits, such as SSI; residential issues, landlord disputes; and discrimination issues. Clients are provided with counsel and advice, or more in-depth legal services, including negotiation and possibly litigation, as needed.

II. Service/Program Objectives and Outcomes:

LASMNY's mission is to provide free legal counseling and representation to, among other populations, persons with a mental health disability, who do not have access to legal counsel and the criminal justice system and who are faced with wrongful or unlawful loss of shelter, medical benefits, financial entitlements or unemployment insurance; family problems or housing problems; contractual problems; institutionalization; discrimination based upon age, race, religion, sex or disability.

Primary objectives include: 1) increasing the effectiveness, quality and appropriateness of the mental health services provided to these individuals by helping to prevent decompensation and institutionalization; 2) encouraging the development of programs that serve persons with mental illness by non-mental health agencies; 3) assuring fair and equal treatment of mental illness in all public entitlement programs, such as public assistance, food stamps, Medicaid, unemployment and Social Security disability benefits; 4) increasing access to housing for individuals with mental illness and compliance with tenants' rights, not only in the landlord/tenant area, but also in adult care facilities; 5) and generally assuring that Community Support System (CSS) clients' civil rights are protected by high-quality legal services.

III. Service/Program Design and Staffing:

All services and related programs contained in this Agreement have been reviewed and approved by the Oneida County Department of Mental Health (OCDMH) through its oversight responsibilities under the NYS Office of Mental Health (OMH).

Total Funding Requested (2011):

Account #: A4310.49527

Gross Budget	\$74,945.00
Revenues (All Sources)	0
Net Amount	\$74,945.00
Federal Funds	0
State Funds	\$74,945.00
OMH	
OMRDD	0
OASAS	0
County Funds	0
Other	0

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of \$74,945.00 be approved for 2011. Contract amounts for 2012 and 2013, respectively, will be determined based on State Aid allocation.

Service Units: (2009 Data)

During 2009, LASMNY provided 1,661.75 Total Service Units per this contract. A Unit of Service equals one hour of time by a case holder (not including time spent by administration and support staff arranging appointments and performing intake). 149 Unduplicated Individuals were served at an Annual Cost per Person of \$502.98.

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

State Aid only \$74,945.00

Cost Per Client Served: See above.

Past Performance Data: The agency maintains stringent documentation which demonstrates, in fact, that the designated population under this Agreement is being served appropriately and effectively. Its contracts are always received in a timely and thoroughly completed manner.

Oneida County Department Staff Comments: Legal Aid Society represents individuals who are unable to afford legal services or are mentally incapacitated to navigate the complex system to bring resolution to disputes. In particular, the self-sufficiency of CSS clients with mental illness and co-occurring substance abuse disorders who are transitioning into employment is supported by removing the following common legal barriers:

- Access to Health Care
- Economic Stability
- Quality Affordable Housing
- Family Stability
- Debt/Credit problems
- Employment Discrimination

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 Legal Aid Society of Mid-New York, 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 255 Genesee St., 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 1st 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 1st 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 30th, 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.

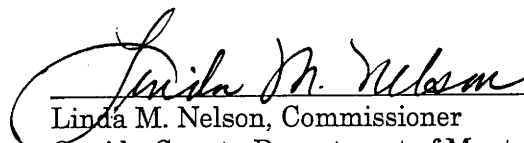
VI. THIS INSTRUMENT EXPRESSED ENTIRE AGREEMENT

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

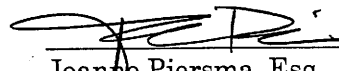
Date



Linda M. Nelson, Commissioner
Oneida County Department of Mental Health

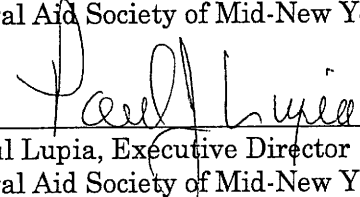
11/4/10
Date

CONTRACTOR BY:



Joanne Piersma, Esq., President
Board of Directors
Legal Aid Society of Mid-New York, Inc.

10/20/10
Date



Paul Lupia, Executive Director
Legal Aid Society of Mid-New York, Inc.

10/19/10
Date

Approved as to form only:
Oneida County Attorney

By: _____

Date: _____



November 22, 2010

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

FN 20 10.405

PUBLIC HEALTH

WAYS & MEANS

ONEIDA COUNTY LEGISLATURE
2010 NOV 23 PM 3:20

Dear County Executive:

In a review of the Coroners Cost Center it was discovered it is necessary to do a transfer to cover an unanticipated shortfall. The increased cost of autopsies along with increase cost in storage, lab fees, etc. are driving this cost to new levels. Unfortunately, the Coroners cost center does not have the funds available to cover this shortfall. I do not anticipate any additional funds will be needed above and beyond the requested \$65,000 transfer.

Fortunately, the contingency account that was set up for anticipated insurance increases was not needed and has an anticipated surplus.

I therefore request your Board approval for the following 2010 fund transfer:

TO:

AA# A1185.1951-Budget/Coroners, Other Fees and Services \$ 65,000.

FROM:

AA# A1995.9-Budget Special Items / Contingent – Insurance / Fuel..... \$ 65,000.

Respectfully submitted,

Thomas B. Keeler
Budget Director

Attach.
CC:County Attorney
Comptroller
Budget Director

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

Anthony J. Picente, Jr.
County Executive

Date 11/23/10

ONEIDA COUNTY HEALTH DEPARTMENT

A Ironclade Bank Building, 5th 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

FN 20 10-406

November 2, 2010

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

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 NOV 23 PM 3:31

Dear Mr. Picente:

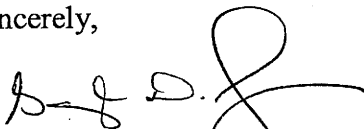
Attached are three (3) copies of an agreement between Oneida County through its Health Department and Catherine Bullwinkle.

The purpose of this agreement is to provide continuous quality improvement program coordinator services to the Health Department and coordinate the Lead Program. Quality improvement and quality management includes planning, coordinating and ensuring the quality of services provided through the development of indicators and audit tools to measure performance, use of cost vs. benefit analysis, and the development and implementation of quality management tools to insure effective program management. Contract duties also include responsibility for the design and implementation of the Lead Primary Prevention Project and the provision of over seeing the lead primary prevention program and initiatives. The term of this agreement shall become effective on October 5, 2010 and remain in effect through October 5, 2013. Hourly reimbursement is in the amount of \$55, not to exceed 30 hours per week for a total of \$257,400. Oneida County will be reimbursed through Article 6 State Aid at 36%. County dollars will be in the amount of \$164,736.

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

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

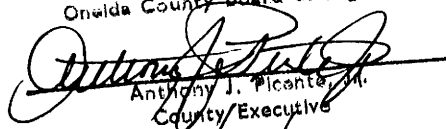
Sincerely,



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 11/22/10

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health

NAME AND ADDRESS OF VENDOR: Catherine Bullwinkle
9529 Chapman Road
New Hartford, New York 13413

VENDOR CONTACT PERSON: Gayle D. Jones, Ph.D, Director of Health

DESCRIPTION OF CONTRACT: To provide Continuous Quality Improvement Program Coordinator services to Health Department and Coordinate Lead Program.

SUMMARY STATEMENTS: Quality improvement and quality management includes planning, coordinating and ensuring the quality of services provided through the development of indicators and audit tools to measure performance, use of cost vs. benefit analysis, and the development and implementation of quality management tools to insure effective program management. Responsible for the design and implementation of the Lead Primary Prevention Project and provides oversight of lead primary prevention program staff and program initiatives.

PREVIOUS CONTRACT YEAR: January 1, 2008 through December 31, 2009.

TOTAL: Hourly rate of \$55.00, not to exceed an average of 25 hours per week.

THIS CONTRACT YEAR: October 5, 2010 through October 5, 2013.

TOTAL: Hourly rate of \$55.00, not to exceed 30 hours per week.

 NEW X RENEWAL AMENDMENT

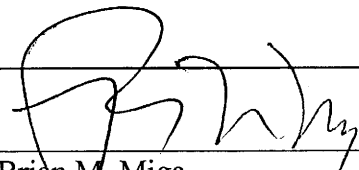
FUNDING SOURCE: A4018 Contract \$257,400

	One Year	Three Years
Contract **	\$85,800	\$257,400
State Funds	\$30,888	\$ 92,664
County Dollars - Previous Contract (One Year)	\$50,560	
County Dollars - This Contract	\$54,912	\$164,736

** \$55 per hour, not to exceed 30 hours per week

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

DATE: October 11, 2010

Contract Reviewed By: 
Brian M. Miga
Assistant County Attorney
Date: 10-28-10

Contract between Oneida County through its Health Department and Catherine Bullwinkle, RN, BSN

THIS AGREEMENT by and between the ONEIDA COUNTY, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, N.Y., 13501, hereinafter referred to as the "County", through its Health Department, also located at The Adirondack Bank Building, 185 Genesee Street, Utica, N.Y., 13501, hereinafter referred to as "Agency", and Catherine Bullwinkle, RN, BSN, 9529 Chapman Road, New Hartford, NY, 13413, qualified in New York State, hereinafter referred to as the "Coordinator".

WHEREAS, the Agency, an organized Public Health Department of Oneida County, pursuant Federal, State and Local statues, rules and regulations; and

WHEREAS, the Agency retains sole authority for the admission and discharge of Agency patients; and

WHEREAS, the Agency has deemed it beneficial to contract with the Coordinator to coordinate a Continuous Quality Improvement Program to the Agency; and

WHEREAS, the Coordinator has capabilities to conduct Continuous Quality Improvement Program Coordinator services in accordance with New York State Codes, Rules and Regulations; and

WHEREAS, the Coordinator warrants that the Coordinator is presently qualified to be appropriately licensed and/or certified to provide the services within New York State, and agrees to retain all necessary licensure or registrations during the term of this Agreement; and

WHEREAS, the Agency and Coordinator desire to enter into an Agreement whereby the Coordinator agrees to provide Continuous Quality Improvement Program Coordinator services under the terms and conditions hereinafter set forth; and

NOW, THEREFORE the parties hereto intend to be legally bound and hereby agree as follows:

1. **TERM:**
This Agreement shall become effective on October 5, 2010 and shall remain in effect until October 5, 2013 unless earlier terminated as provided hereafter.
2. **SCOPE OF SERVICES:**
 - a. Services performed pursuant to this agreement shall be provided in accordance with New York State Codes, Rules and Regulations, Title 10.
 - b. The Coordinator will provide copies to the Agency and agrees to maintain all necessary licensure and/or certification during the term of this agreement.

- c. To Coordinate and oversee the Agency's Continuous Quality Improvement Program, including conducting meetings as indicated by the Agency.
- d. Develop and/or critique policies, procedures, forms, as requested by the Director of Health or designee.
- e. Attend conferences, education inservice(s) and/or meetings as they pertain to the Coordinator's duties under the term of this agreement, and as requested by the Director of Health or designee, at a time and date mutually agreed upon.
- f. Alert the Agency Administration to regulatory changes, as the Coordinator becomes aware of such changes.
- g. Provide inservice education to agency staff as requested by Agency Administration at a time and date mutually agreed upon.
- h. Audit patient charts with the audit tool developed by the Agency and modify the audit tool in conjunction with Agency Administration.
- i. Participate in Continuous Improvement Program(s) that directly or indirectly affect record retention and management.
- j. Notwithstanding any other provision of this Agreement, both the Agency and the Coordinator remain responsible for:
 - 1. ensuring that any service provided pursuant to this Agreement, complies with all pertinent provisions of Federal, State and local statutes, rules and regulations;
 - 2. planning, coordinating and ensuring the quality of all services provided; and
 - 3. ensuring adherence to the plan of care established for patients.
- k. Responsible for the design and implementation of the Lead Primary Prevention Project, quarterly and annual reports, work plan and budget. Provides oversight Of the Lead Primary Prevention Program staff and program initiatives and Represents the Agency at all meetings on the lead primary prevention program Prevention program with the New York State Department of Health.
- l. Jointly prepares the HUD lead grants with the City of Utica and serves as the Agency's liaison for the HUD grant team with the city of Utica and GroWest, Inc. for the Lead Hazard Control grant. Reports monthly to the County Executive on the progress of grant implementation.
- m. Responsible for the National Institute of Health (NIH) grant and window Replacement study and the Excellus grant for the HEPA vacuum program.
- n. Represents the Agency at New York State Department of Health's Lead Primary Prevention conferences and meetings, and at the Lead Advisory Council and Governor's Lead Task Force.
- o. Additional projects as mutually agreed upon by the Director and Consultant.

3. CONFIDENTIALITY:

- a. The Agency and the Coordinator shall hold in strict confidence all patient records and disclose information and data in such records only to persons or entities as authorized or required by law or pursuant to a court order, or by written consent of the patient or the patient's representative, it being

acknowledged and agreed that, except as otherwise required by law, the Agency shall have sole responsibility for responding to patient requests for access to medical records.

4. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

- a. Contractor agrees that, to the extent Contractor is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

5. FEE:

- a. The Agency shall compensate the Coordinator for duly provided, documented services an hourly fee of fifty five dollars (\$55.00), not to exceed an average of 30 hours per week unless requested by the Director of Health or Designee.
- b. The Contractor may be further reimbursed work related mileage at the federal rate or other travel expenses as approved in advance by the Director.

6. PAYMENT:

- a. Within 10 days of the last day of the month in which services are provided, Coordinator shall submit a completed County voucher accompanied by a separate statement of services rendered.
- b. The Agency shall pay for claimed services when required documentation, as defined herein is in the possession of the Agency.
- c. Any claims for payment submitted without supporting documentation shall not be considered and shall be rejected by the Agency.
- d. Any rejected claims must be re-submitted by the Coordinator with required supporting documentation within 60 days of service date.
- e. Claims received after 60 days of service date shall not be considered for payment.
- f. The Agency shall notify the Coordinator of all claims rejected within thirty (30) days after processing the claim.
- g. The County shall make payment within 45 days of receipt after voucher for those services qualifying for payment.
- h. The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State funds for the purpose 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 Agency shall have the option to immediately terminate this Agreement upon providing written notice to the Coordinator. In such an event, the Agency shall be under no further obligation to the Coordinator other than payment for costs actually incurred prior to termination and in no event will the

Agency be responsible for any actual or consequential damages as a result of termination.

- i. In order for the Agency to reimburse the Coordinator for services rendered, the Coordinator agrees to abide by the "Certificate Regarding Lobbying; Debarment; Suspension and Other Responsibility Matters; and Drug Free Workplace Requirements" as set forth in **Appendix A**.

7. INDEMNIFICATION:

- a. The Agency shall not be liable for any claim of malpractice asserted against the Coordinator, and the Coordinator shall hold the Agency harmless for any and all claims arising from the Coordinator's service.
- b. The Coordinator will indemnify and hold the Agency harmless from all loss or liability incurred by the Coordinator as a result of services rendered by the Coordinator under the term of this Agreement.

8. EXCLUSIVITY:

- a. Both the Agency and the Coordinator retain the right to contract with other independent Coordinators for such services, which are the same, or similar to those provided by the Coordinator under the term of this agreement.

9. COORDINATOR STATUS:

- a. It is intended by both the Coordinator and the Agency that the Coordinator's status be that of an independent Contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the Coordinator and the County. The Coordinator shall not be eligible for compensation due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- b. The Agency agrees not to withhold from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA).
- c. The Coordinator understands, and represents to the County, that such insurance and tax payments are the sole responsibility of the Coordinator.
- d. If the Internal Revenue Service or any other governmental agency questions or challenges the Coordinator's independent Contractor status it is agreed that both the Agency and the Coordinator shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

10. SUBCONTRACT:

- a. The Coordinator may not assign the Coordinator's rights or obligations under this Agreement, or subcontract with or employ another to provide the services described above, without the prior written consent of the Agency.

11. TERMINATION:

- a. This Agreement may be terminated at any time by either party giving to the other at least thirty (30) calendar days prior written notice of termination. However, in the event the Coordinator defaults in the performance of any of the Coordinator's obligation under this Agreement, the Agency may terminate the Agreement effective upon written notice served at any time upon the Coordinator.
- b. Upon notice of termination, the Coordinator shall immediately submit to the Agency all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.

12. AUDIT:

- a. As the annual value of agreed and/or reasonable value of the services performed by Coordinator hereunder reach a value of \$10,000 or more during a 12 month period, Coordinator agrees to allow the Comptroller General of the United States, Health and Human Services, and/or their duly authorized representatives access to Coordinator's contract books, documents, and records until the expiration of four years after the services furnished hereunder the Agreement.

13. WASTE MANAGEMENT:

- a. In accordance with the Oneida County Board of Legislators Resolution #249, passed May 26, 1999, all waste and recyclables generated by the Coordinator within Oneida County shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

14. RENEWAL:

- a. This Agreement shall be reviewed prior to termination and shall remain in force during the review and re-negotiation.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

ONEIDA COUNTY

DATE: _____

BY: _____
Anthony J. Picente, Jr.
Oneida County Executive

COORDINATOR

DATE: 11/1/2010

BY: Catherine Bullwinkle
Catherine Bullwinkle, RN, BSN

APPROVED AS TO FORM ONLY

BY: [Signature]
Brian M. Miga, Assistant County Attorney

DATE: 11-4-10

APPENDIX A

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.

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, any officer or employee of Congress, or an employee of a Member of Congress in connection with 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 1111 "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 sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreement and sub-contracts) and that all sub-recipients shall certify and disclose accordingly.

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, Section 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 judgement 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 commissions 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.

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 application that it 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, 12440. 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 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, an 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.

4. 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, N.Y., 12240. Notice shall include the identification number(s) of each affected grant.

ONEIDA COUNTY HEALTH DEPARTMENT

A Adirondack Bank Building, 5th 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

FN 20

10 - 407

November 3, 2010

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

Re: C-026835

Childhood Lead Poisoning Primary Prevention

Attached are five (5) copies of a contract between Oneida County through its Health Department and the New York State Department of Health – Childhood Lead Poisoning Primary Prevention.

The purpose of this contract is to reduce or eliminate the incidence of lead poisoning and provide lead prevention services before children are lead poisoned. Based on GIS mapping of high risk census tracts and birth certificate data, families of children up to age three are offered free home inspections including visual inspection and dust wipe sampling to detect the presence of lead-based paint hazards, and specialized cleaning to reduce lead dust levels. Property owners are provided with free lead safe work practice training and the free loan of HEPA vacuums to reduce lead to levels considered safe for human habitation. The term of this contract shall become effective October 1, 2010 and remain in effect through September 30, 2011 with reimbursement (at 100%) from The New York State Department of Health in the amount of \$376,374.

If this contract meets with your approval, please forward to the Board of Legislators. This contract is being forwarded for approval after the effective date due to delays from the New York State Department of Health.

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

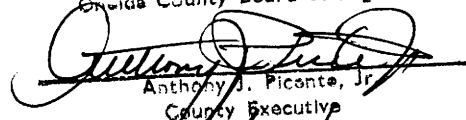
Sincerely,



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 11/30/10

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Childhood Lead Poisoning Primary Prevention – C-026835

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Bureau of Community Environmental Health and Food Protection
547 River Street, Room 515
Troy, New York 12180-2216

VENDOR CONTACT PERSON: Thomas J. Carroll, Chief Sanitarian
Bureau of Community Environmental Health and Food Protection

SUMMARY STATEMENTS: The Lead Primary Prevention Program is part of the New York State Department of Health's pilot projects to reduce or eliminate the incidence of lead poisoning and provide lead prevention services before children are lead poisoned. Based on GIS mapping of high risk census tracts and birth certificate data families of children up to age three are offered free home inspections including visual inspection and dust wipe sampling to detect the presence of lead-based paint hazards, and specialized cleaning to reduce lead dust levels. Property owners are provided with free lead safe work practice training, and the free loan of HEPA vacuums to reduce lead to levels considered safe for human habitation.

PREVIOUS CONTRACT YEAR: October 1, 2009 through September 30, 2010
TOTAL: \$327,199

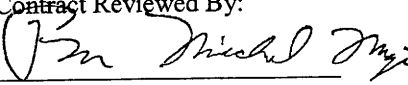
THIS CONTRACT YEAR: October 1, 2010 through September 30, 2011
TOTAL: \$376,374

 NEW **X** **RENEWAL** **AMENDMENT**

FUNDING SOURCE: A3415 Grant Award \$376,374
Less Revenues: _____
State Funds \$376,374
County Dollars – Previous Grant \$ -0-
County Dollars – This Grant \$ -0-

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

DATE: November 3, 2010

Contract Reviewed By:


Brian M. Miga
Assistant County Attorney
Date: 11/4/10

GRANT CONTRACT (STANDARD)

STATE AGENCY (Name and Address):
 New York State Department of Health
 Bureau of Community Environmental Health
 and Food Protection
 547 River Street, Room 515
 Troy, New York 12180-2216

NYS COMPTROLLER'S NUMBER: ~~C-022645~~
C-026835
 ORIGINATING AGENCY CODE: 12000

CONTRACTOR (Name and Address):
 Oneida County Health Department
 Adirondack Bank Bldg., 5th Floor
 185 Genesee Street
 Utica, New York 13501

TYPE OF PROGRAM(S)
 Childhood Lead Poisoning Primary Prevention

FEDERAL TAX IDENTIFICATION NUMBER:

INITIAL CONTRACT PERIOD

MUNICIPALITY NO. (if applicable):
 30-0100000000

FROM: October 1, 2010

TO: September 30, 2011

CHARITIES REGISTRATION NUMBER:
 _____ or (X) EXEMPT:
 (If EXEMPT, indicate basis for exemption):

FUNDING AMOUNT FOR INITIAL PERIOD:
 \$376,374

MUNICIPALITY

MULTI-YEAR TERM (if applicable):

FROM: October 1, 2010

TO: September 30, 2015

CONTRACTOR HAS() HAS NOT() TIMELY
 FILED WITH THE ATTORNEY GENERAL'S
 CHARITIES BUREAU ALL REQUIRED PERIODIC
 OR ANNUAL WRITTEN REPORTS.

CONTRACTOR IS() IS NOT() A
 SECTARIAN ENTITY
 CONTRACTOR IS() IS NOT() A
 NOT-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

<u> x </u>	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
<u> x </u>	APPENDIX A-1	Agency-Specific Clauses (Rev 10/08)
<u> x </u>	APPENDIX B	Budget
<u> x </u>	APPENDIX C	Payment and Reporting Schedule
<u> x </u>	APPENDIX D	Program Workplan
<u> x </u>	APPENDIX G	Notices
<u> x </u>	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

OTHER APPENDICES

<u> </u>	APPENDIX A-2	Program-Specific Clauses
<u> </u>	APPENDIX E-1	Proof of Workers' Compensation Coverage

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

CONTRACTOR

By: Anthony J. Picente, Jr.
(Print Name)

Title: Oneida County Executive
Date: _____

Approved as to Form Only
Assistant County Attorney
By: _____
Brian M. Miga
Assistant County Attorney

Contract No. ~~C-022645~~ C-026835

STATE AGENCY
New York State Department of Health
By: _____
Howard A. Freed, M.D.

Title: Director, Center for Environmental Health
Date: _____

State Agency Certification:
"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."

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)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title: _____

Title: _____

Date: _____

Date: _____

Appendix B
 Table A

CHILDHOOD LEAD POISONING PREVENTION PROGRAM
 OPERATING BUDGET AND FUNDING REQUEST
 Contract Period: October 1, 2010 - September 30, 2011

	Total Expense	Amount Requested from NYS	3rd Party	Other Source	Specify Other Source
Total Personal Services	\$107,528	\$48,248		\$59,280	In-Kind
Total Non Personal Services	\$383,126	\$328,126		\$55,000	In-Kind
GRAND TOTAL	\$490,654	\$376,374		\$114,280	In-Kind

Appendix B
 Table A-1

CHILDHOOD LEAD POISONING PREVENTION PROGRAM
 OPERATING BUDGET AND FUNDING REQUEST
 October 1, 2010 -September 30, 2011

PERSONAL SERVICES

Title	Annual Salary	% FTE	# of Mos.	Total Expense	Amount Requested from NYS	3rd Party	Other Source	Specify Other Source
Public Health Director	\$80,255	3.00%	12	2,408	0		2,408	In-Kind
Fiscal Services Administrator	\$82,239	6.00%	12	4,934	0		4,934	In-Kind
Asst. County Attorney	\$29,296	10.00%	12	2,930	0		2,930	In-Kind
Public Education Coordinator	\$46,576	20.00%	12	9,315	9,315			
Public Health Educator	\$44,614	50.00%	12	22,307	22,307			
Dir. Environmental Health	\$73,135	10.00%	12	7,314	0		7,314	In-Kind
Sr. PH Sanitarian (FZ)	\$55,987	8.00%	12	4,479	4,479			
Principal Clerk	\$40,663	2.00%	12	813	0		813	In-Kind
CHW Admin. Assistant	\$41,689	5.00%	12	2,084	0		2,084	In-Kind
Community Health Worker	\$39,047	5.00%	12	1,952	0		1,952	In-Kind
Community Health Worker	\$23,954	5.00%	12	1,198	0		1,198	In-Kind
Community Health Worker	\$23,115	5.00%	12	1,156	0		1,156	In-Kind
MCH Nurse	\$43,653	5.00%	12	2,183	0		2,183	In-Kind
MCH Nurse	\$34,894	5.00%	12	1,745	0		1,745	In-Kind
MCH Nurse	\$56,542	5.00%	12	2,827	0		2,827	In-Kind
Dir. Community Wellness	\$53,324	5.00%	12	2,666	0		2,666	In-Kind
HF Program Manager	\$59,087	1.00%	12	591	0		591	In-Kind
Computer Network Admin.	\$54,746	5.00%	12	2,737	0		2,737	In-Kind
Sub-Total Personnel Services				73,639	36,101	0	37,538	
Fringe Benefits 46.02%				33,889	12,147	0	21,742	
Total Personal Services				\$107,528	\$48,248	\$0	\$59,280	In-Kind

* If more than one fringe benefit is used, use an average fringe rate for the calculation on this form.

Appendix B
Table A-2
CHILDHOOD LEAD POISONING PREVENTION PROGRAM
OPERATING BUDGET AND FUNDING REQUEST
 Contract Period October 1, 2010-September 30, 2011

NON PERSONAL SERVICES	Title	Total Expense	Amount Requested from NYS	3rd Party	Other Source	Specify Other Source
	Office Supplies	1,800	1,800			
	Equipment	1,560	1,560			
	Office Equipment	0	0			
	Computer Hardware	0	0			
	Other Materials/supplies	8,102	8,102			
	Cell phones	300	300			
	Medical Supplies	430	430			
	Mailings/Postage	2,200	2,200			
	Printing/forms development	2,900	2,900			
	Travel Administration	1,300	1,300			
	Travel Program	200	200			
	Interpretation	8,000	8,000			
	IT Lead Safe Housing Registry Dbse.	500	500			
	IT Website Development and Maintenance	1,500	1,500			
	Media Line	2,300	2,300			
	Training/Seminars Refreshments	200	200			
	Training/Renovator MVCC	32,760	32,760			
	Contracts:					
	Unyse Labs for sampling/clearance	22,680	22,680			
	Remediation Package	21,840	21,840			
	City of Utica codes contract	26,523	26,523			
	Neighborhood Center	184,579	184,579			
	Mohawk Valley Community Action Agency/Head Start Outreach	1,000	1,000			
	Lead Education Seminar	1,500	1,500			
	Window Replacement Classes	900	900			
	Student Interns	5,052	5,052			
	Q/ILPP Project Mgr. 1000 hrs. @ \$55./hr.	55,000	0		55,000	In-Kind
	1000 hours @ \$55.00/hr.	\$383,126	\$328,126	\$0	\$55,000	In-Kind

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT
FORM B-1
PERSONAL SERVICES

Contractor Name: Oneida County
 Contract Period: October 1, 2010 - September 30, 2011
 Contract Number: # CO26835

PERSONAL SERVICE

Title	Incumbent	Description
Public Health Director	Gayle Jones	Administrative oversight of LPP program, LPP Project Manager reports to Director
Fiscal Services Administrator	Thomas Engle	Fiscal management of LPP grant
Asst. County Attorney	Brian Miga	Legal/enforcement duties associated with LPP grant
Public Education Coordinator	Kenneth Fanelli	Public Information, prepares press releases, writes PSAs, articles, media contact
Public Health Educator	Krista Drake	Assists with lead community education and outreach programs, property owner
Dir. Environmental Health	Daniel Gilmore	Administers EH programs
Sr. PH Sanitarian (FZ)	Francis Zimmer	Provides risk assessor and XRF services, conducts inspections, prepares enforcement
Principal Clerk	Jackie Makuch	Answers LPP phones when Administrative Assistant is off or busy, orders supplies,
Community Health Worker	Marcella Lee	Provides LPP educational materials and program offerings to her clients and makes
Community Health Worker Administrative Assistant	Betty Jones	Oversees community health worker program and makes referrals to LPP.
Community Health Worker	Jazmina Hodzic	Provides LPP educational materials and program offerings to her clients and makes
Community Health Worker	Angel Woolheater	Provides LPP educational materials and program offerings to her clients and makes
MCH Nurse	Stacey Farrell	Provides LPP educational materials and program offerings to her clients
MCH Nurse	Kim Brucker	Provides LPP educational materials and program offerings to her clients

**BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT
FORM B-2
FRINGE BENEFITS**

Contractor Name: Oneida County
 Contract Period: October 1, 2010-September 30, 2011
 Contract Number: # CO26835

FRINGE BENEFITS

Component	Rate (%)
FICA/Medicare	7.65%
Health Insurance	25.80%
Life Insurance	0.00%
Unemployment Insurance	0.25%
Disability Insurance	0.00%
Worker's Compensation	2.20%
Pension/Retirement	10.12%
Total Fringe Benefit Rate*	46.02%

*This amount must equal the percentage used in budget calculations.

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT

FORM B-3

NON PERSONAL SERVICES (NPS)

Contractor: Oneida County Health Department
 Contract Period: October 1, 2010 - September 30, 2011
 Contract Number: # CO26835

NON PERSONAL SERVICES (NPS)

Item	Cost	Description
Office Supplies	\$1,800	Supplies needed to run an efficient office, supplies for educational programs, paper,
Equipment	\$1,560	Six HEPA vacuums total: (4) HEPA vacuums @\$260. ea for HEPA vacuum
Office Equipment	\$0	
Computer Hardware	\$0	
Other Materials and Supplies	\$8,102	\$20.00 for brushes for primer touch up kits, 200 @ \$.10 each, \$245.00 for contractor &
Medical Supplies	\$430	Gloves for taking dust sampling specimens, shoe covers to prevent getting lead dust on
Cell phones	\$300	3 cell phones @ \$100. each County supplies minutes from its minute pool
Mailings/Postage	\$2,200	For correspondence with landlords, contractors, clients, general mailing, Notice
Printing/forms development	\$2,900	Printing forms, educational materials, handouts, printing for property owner
Travel Administration	\$1,300	Travel for conference to present on NYS program at required meetings, hotel,
Travel Program	\$200	Mileage adjusted to the Federal mileage rate for field visits, meetings with property
Interpretation	\$8,000	Required for home inspections or other meetings for new refugees with limited
IT Lead Safe Housing Registry Dbse.	\$500	IT programmer will program all new Lead Safe Housing Registry recipients into
IT Website Development and Maintenance	\$1,500	Maintains lead recalls and information website for LPP, adds new seminars,
Media Line	\$2,300	Run LPP program article/ad in monthly community newspaper for 10 issues
Training/Seminars Refreshments	\$200	Provides coffee, tea, sugar, creamer, cups, juice, stirrers, water, cookies for 4 property
Training/Renovator MVCC	\$32,760	Necessary to provide (168) Renovator training slots @\$195. ea. 160 For property
Contracts:		
Unyse Labs for sampling/clearance	\$22,680	Provides for 221 dust wipe (10) sample sets, normally averages \$80.00 per unit
Remediation Kits for Primer paint combo stabilization pilot project	\$21,840	Necessary to insure interim control paint stabilization is completed with quality
Andrew Stanier, Kieya Ramos Student Interns	\$5,052	Student interns responsible to assist LPP with putting together charts, filing,
City of Utica Codes Contract	\$26,523	Per contract with Oneida County Health Department, codes officers are deputized to
Neighborhood Center	\$184,579	Provides 2.5 FTE home visitation staff for LPP home visits to enroll families with new
Mohawk Valley Community Action Agency/Head Start	\$1,000	Necessary for planning and implementation of lead community outreach health fair for
Lead Seminar	\$1,500	Necessary to educate judges, attorneys, law guardians, hearing officers, and codes
Window Replacement Classes	\$900	Package of 6 Window Classes for \$900. (\$150.ea. necessary to provide property
QI Coordinator 1000 hrs @\$55/hr	\$55,000	Oversees the Lead primary prevention project. Prepares reports for County

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, by email at 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, 9th 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.

APPENDIX A-1
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
 - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
 - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
 - ii. For a nonprofit organization other than
 - ◆ an institution of higher education,
 - ◆ a hospital, or
 - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
 - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
 - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
 - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
- i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
 - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
- d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
- i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
 - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
 - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.
- a. LOBBYING CERTIFICATION
 - 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
 - 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated

funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.

a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

1. 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 contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
 - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
 - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
 - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an

administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.

- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
7. 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, sexual orientation 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 managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. 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 services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.
12. Other Modifications
- a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
- ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
 - ◆ Appendix C - Section II, Progress and Final Reports;
 - ◆ Appendix D - Program Workplan will require OSC approval.
- b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.
13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the

Workers' Compensation Board, of coverage for

Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1:**

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2:**

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.
16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

Appendix C
PAYMENT AND REPORTING SCHEDULE

1. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 0 percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that the STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- the end of the first quarterly period of this AGREEMENT; or
- if this contract is wholly or partially supported by federal funds, availability of the federal funds;

provided, however, that a proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller. 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, by email at epunit@osc.state.ny.us or by telephone at 518-474-6019. The 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, 9th Floor
Albany, NY 12236

- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix, below. In addition, a final report must be submitted by the CONTRACTOR no later than 30 days after the end date of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the Bureau of Community Environmental Health and Food Protection, Room 515, Flanigan Square, 547 River Street, Troy, NY 12180-2216.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 30 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

- G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA, or a portion thereof, may be applied toward paymehnt of amounts payable under Appendix B of this AGREEMENT or may be made separate from payments under this AGREEMENT, at the discretion of the STATE.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. If payment is to be made separate from payments under this AGREEMENT, the CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

II. Progress and Final Reports

Organization Name: _____

Report Type:

A. Narrative/Qualitative Report

The CONTRACTOR will submit, on a quarterly basis, not later than 30 days from the end of the quarter, a report, in narrative form, summarizing the services rendered during the quarter. This report will detail how the CONTRACTOR has progressed toward attaining the qualitative goals enumerated in the Program Workplan (Appendix D). This report should outline the number of investigations and remediations completed in each zip code or targeted area.

(Note: This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them as well as anything that helped or hindered the program in reaching its objectives. This discussion should include staffing, i.e., positions filled or vacant.)

B. Data Submission

The CONTRACTOR will submit, on a monthly basis, no later than 5 days after the end of the month, the total number of Childhood Lead Poisoning Primary Prevention Program grant funded initial housing inspections completed by program staff and/or partner organizations in that month.

The CONTRACTOR will submit, on a quarterly basis, not later than 30 days from the end of the quarter, a detailed report analyzing the quantitative aspects of the program plan. All data must be submitted using the Microsoft Office Access Database entitled 'NYSDOH Database.mdb' (see attached example) provided by the Bureau of Community Environmental Health and Food Protection, or the successor database program – LeadWeb that is currently under development.

C. Expenditure Report

The CONTRACTOR will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, a detailed expenditure report by object of expense on the attached Budget Statement and Report of Expenditures form. This report will accompany the voucher submitted for such period.

D. Final Report

The CONTRACTOR will submit a final report, as required by the contract, reporting on all aspects of the program, detailing how the use of grant funds were utilized in achieving the goals set forth in the program Workplan. A cost benefit analysis must be submitted annually. Also, what factors enabled and/or hindered the primary prevention initiative's ability to mobilize and sustain community partnerships centering on conducting inspection activities?

What factors enabled and/or hindered the primary prevention activities to educate and garner support from the community? What issues are most important to consider in attempting to systemically alter community understanding and treatment of primary prevention efforts? In addition, this report summarizing the year including background, methods, findings, discussions, conclusion, and recommendation for action is due not later than thirty days (30) following the end of the contract year.

Appendix G

NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- via certified or registered United States mail, return receipt requested;
- by facsimile transmission;
- by personal delivery;
- by expedited delivery service; or
- by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health

Name: Thomas J. Carroll

Title: Chief Sanitarian, Bureau of Community Environmental Health & Food Protection

Address: 547 River Street, Room 515, Troy, NY 12180

Telephone Number: 518/402-7600

Facsimile Number: 518/402-7609

E-Mail Address: TJC03@health.state.ny.us

Oneida County Health Department

Name: Daniel W. Gilmore, Ph.D.

Title: ~~Interim Public Health Director~~ *Director of Environmental Health*

Address: Adirondack Bank Bldg., 5th Floor, 185 Genesee Street, Utica, NY 13501

Telephone Number: ~~315/798-6400~~ *798-5064*

Facsimile Number: ~~315/266-6138~~ *798-6486*

E-Mail Address: dgilmore@ocgov.net

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.

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 representative 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.

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (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. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, 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; and (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.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

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Anthony J. Picente, Jr.
County Executive

Oneida County
Office for the Aging & Continuing Care
Website: www.ocgov.net



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

October 26, 2010

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

FN 20 10-408 FIVE
OCT 29 2010

Re: **Carryovers of Unspent Federal Funds 2009/10 PUBLIC HEALTH**
Title's IIIC-I; IIIB; IIID; IIIE

Dear Mr. Picente:

WAYS & MEANS

Office for the Aging/Continuing Care has recently been notified by New York State Office for the Aging (NYSOFA) of the availability of unexpended Federal funds from the 2009/10 program period for use in the department's 2010 operating budget. Programs included in this Federal funding carryover are Administration on Aging Title IIIC-I (Congregate Nutrition); Title IIIB (Aging Services); Title IIID (Health Promotion); and IIIE (Caregiver Support). At the same time there continues to be a growing need to provide services to frail elderly individuals served through these programs coupled with projected decreases in State aging program revenue. Additionally, there continues to be a waitlist for non-medical in Home Personal Care Services, Legal Services, and Caregiver Respite. Therefore, I respectfully recommend that supplemental appropriations be made into the following expense lines:

A6772.495.149 Nursing Home Diversion	\$10,000.
A6772.495.121 Volunteer Services	\$ 2,000.
A6772.495.118 Legal Services.....	\$ 6,000.
A6772.495.135 Caregiver Support	\$25,000.
Total:	\$43,000.

RECEIVED
 ONEIDA COUNTY LEGISLATURE
 2010 NOV 23 PM 3:32

This request for supplemental appropriations will be fully offset by unanticipated revenue in the following revenue accounts:

A4772 Federal Aid Program for Aging.....	\$18,000.
A4775 Federal Aid Caregiver Program.....	\$25,000.
Total:	\$43,000.

This request will not require additional County dollars. I am available should you have any questions or concerns regarding this request for supplemental appropriations.

Sincerely,

Michael J. Romano
Director

CC: Tom Keeler, Budget Director
Sue Perritano, Fiscal Supervisor

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

Anthony J. Picente, Jr.
County Executive

Date 11/22/10

New York State Office for the Aging

NOTIFICATION OF GRANT AWARD UNDER TITLE III-E OF THE OLDER AMERICANS ACT
NEW YORK ELDER CAREGIVERS SUPPORT PROGRAM

Name and Address of Area Agency: Oneida County Office for Aging and Continuing Care 235 Elizabeth Street Utica, NY 13501-2211	Name and Address of Sponsoring Agency/Payee: Oneida County
--	---

Program Year - Beginning: 1/1/2010 Ending: 12/31/2010

Fiscal Year from which funds are awarded: 2010 Federal CFDA No. - 93.052 This award is Revised

<u>Section I - Cost Categories</u>	<u>Amount</u>	<u>Section II - Grantee Budget - Federal and Matching Funds:</u>
Personnel	\$26,981.00	1. Federal Share (see remark 1) \$165,256.42
Fringe Benefits	8,095.00	2. Combined Matching Share
Equipment	0.00	A. In-Kind 0.00
Travel	0.00	B. Cash 55,253.58
Maint. & Operations	15,384.00	3. Net Cost \$220,510.00
Other Expenses	820.00	
Subcontracts	173,730.00	
Food	0.00	<u>Section III - Federal Funds Ceiling:</u>
Approved Costs	\$225,010.00	A. Carryover \$26,774.42
Less:		B. Base Allocation 138,021.00
Anticipated Income	4,500.00	C. Supplement 983.00
NSIP	0.00	
Net Cost	\$220,510.00	Federal Funds Ceiling (see remark 1) \$165,778.42

Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

(XX) 1. Federal reimbursement is limited to the higher of the "Federal Share" in Section II or the "Federal Funds Ceiling" in Section III of this award notice.

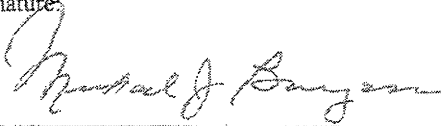
(XX) 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs has been contributed.

(XX) 3. The federal share will not exceed 75% of the cost of approved program activities.

(XX) 4. Of the federal share and local matching funds for approved program activities, no more than 10% may be spent on Grandparent Caring for Children activities and no more than 20% may be spent on Supplemental Services.

() 5. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout.

() 6. This award authorizes the payment of advances only. The award is conditional upon the approval of the Annual Implementation Plan and application referenced above, and the initial advance must be repaid if such plan and application do not receive final approval after appropriate modifications, if any.

Name and Title of Authorizing Official: Michael J. Burgess, Director	Signature: 	Date: 10/4/10
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NOTIFICATION OF GRANT AWARD UNDER TITLE III-B OF THE OLDER AMERICANS ACT

Name and Address of Area Agency: Oneida County Office for Aging and Continuing Care 235 Elizabeth Street Utica, NY 13501-2211	Name and Address of Sponsoring Agency/Payee Oneida County
--	--

changed PRF 10/5/10 Program Year - Beginning: 1/1/2010 Ending: 12/31/2010

Fiscal Year from which funds are awarded: 2010 Federal CFDA No. - 93.044 This award is Revised

Section I - Cost Categories	Amount	Section II - Grantee Budget - Federal and Matching Funds:
Personnel	\$106,917.00 ✓	1. Federal Share (see remark 1) \$308,210.77
Fringe Benefits	32,075.00 ✓	2. Combined matching Share
Equipment	0.00 ✓	A. In-Kind \$0.00
Travel	500.00 ✓	B. Cash 54,281.23
Maint. & Operations	19,543.00 ✓	3. Net Cost \$362,492.00
Other Expenses	700.00 ✓	
Subcontracts	203,507.00 ✓	
Approved Costs	\$363,242.00 ✓	Section III - Federal Funds Ceiling
Less:		A. Carryover \$25,057.77
Anticipated Income	750.00 ✓	B. Base Allocation 283,153.00
Net Cost	\$362,492.00 ✓	C. III-C-1 Transfer 0.00
		D. III-C-2 Transfer 0.00
		E. Supplement 0.00
		* Federal Funds Ceiling \$308,210.77 (see remark 1)

Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

- (XX) 1. Federal reimbursement is limited to the lower of the "Federal Share" in Section II or the "Federal Funds Ceiling" in Section III of this award notice.
- (XX) 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs has been contributed.
- (XX) 3. The federal share will not exceed 75% of the cost of Area Agency Administrative Activities and the federal share will not exceed 90% of the cost of Supportive Services.
- () 4. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout.
- () 5. This award authorizes the payment of advances only. The award is conditional upon the approval of the Annual Implementation Plan and application referenced above, and the initial advance must be repaid if such plan and application do not receive final approval after appropriate modifications, if any

Name and Title of Authorizing Official: Michael J. Burgess, Director	Signature: 	Date: 9/21/10
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Anthony J. Picente, Jr.
County Executive

Oneida County
Office for the Aging & Continuing Care
Website: www.ocgov.net



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

October 26, 2010

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

FN 20 10-409

**Re: Carryovers of Unspent Federal Funds 2009/10
Title's IIIC-I; IIIB; IIID; IIIE**

WAYS & MEANS

Dear Mr. Picente:

Office for the Aging/Continuing Care has recently been notified by New York State Office for the Aging (NYSOFA) of the availability of unexpended Federal funds from the 2009/10 program period for use in the department's 2010 operating budget. Programs included in this Federal funding carryover are Administration on Aging Title IIIC-I (Congregate Nutrition); Title IIIB (Aging Services); Title IIID (Health Promotion); and IIIE (Caregiver Support). At the same time there continues to be a growing need to provide services to frail elderly individuals served through these programs coupled with projected decreases in State aging program revenue. Additionally, there continues to be a waitlist for non-medical in Home Personal Care Services, Legal Services, and Caregiver Respite. Therefore, I respectfully recommend that supplemental appropriations be made into the following expense lines:

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Total:	\$43,000.

This request for supplemental appropriations will be fully offset by unanticipated revenue in the following revenue accounts:

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A4775 Federal Aid Caregiver Program.....	\$25,000.
Total:	\$43,000.

This request will not require additional County dollars. I am available should you have any questions or concerns regarding this request for supplemental appropriations.

Sincerely,

Michael J. Romano
Director

CC: Tom Keeler, Budget Director
Sue Perritano, Fiscal Supervisor

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

Anthony J. Picente, Jr.
County Executive
Date 11/23/10

RECEIVED
 ONEIDA COUNTY LEGISLATURE
 2010 NOV 23 PM 3:43

New York State Office for the Aging

NOTIFICATION OF GRANT AWARD UNDER TITLE III-E OF THE OLDER AMERICANS ACT
NEW YORK ELDER CAREGIVERS SUPPORT PROGRAM

Name and Address of Area Agency: Oneida County Office for Aging and Continuing Care 235 Elizabeth Street Utica, NY 13501-2211	Name and Address of Sponsoring Agency/Payee: Oneida County
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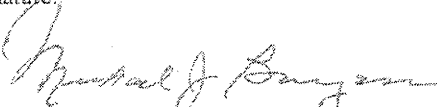
Program Year - Beginning: 1/1/2010 Ending: 12/31/2010

Fiscal Year from which funds are awarded: 2010 Federal CFDA No. - 93.052 This award is Revised

<u>Section I - Cost Categories</u>	<u>Amount</u>	
Personnel	\$26,981.00	<u>Section II - Grantee Budget - Federal and Matching Funds:</u> 1. Federal Share (see remark 1) \$165,256.42 2. Combined Matching Share A. In-Kind 0.00 B. Cash 55,253.58 3. Net Cost \$220,510.00
Fringe Benefits	8,095.00	
Equipment	0.00	
Travel	0.00	
Maint. & Operations	15,384.00	
Other Expenses	820.00	
Subcontracts	173,730.00	
Food	0.00	
Approved Costs	\$225,010.00	
Less:		
Anticipated Income	4,500.00	<u>Section III - Federal Funds Ceiling:</u> A. Carryover \$26,774.42 B. Base Allocation 138,021.00 C. Supplement 983.00 Federal Funds Ceiling (see remark 1) \$165,778.42
NSIP	0.00	
Net Cost	\$220,510.00	

Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

- (XX) 1. Federal reimbursement is limited to the higher of the "Federal Share" in Section II or the "Federal Funds Ceiling" in Section III of this award notice.
- (XX) 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs has been contributed.
- (XX) 3. The federal share will not exceed 75% of the cost of approved program activities.
- (XX) 4. Of the federal share and local matching funds for approved program activities, no more than 10% may be spent on Grandparent Caring for Children activities and no more than 20% may be spent on Supplemental Services.
- () 5. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout.
- () 6. This award authorizes the payment of advances only. The award is conditional upon the approval of the Annual Implementation Plan and application referenced above, and the initial advance must be repaid if such plan and application do not receive final approval after appropriate modifications, if any.

Name and Title of Authorizing Official:	Signature:	Date:
Michael J. Burgess, Director		10/4/10

NOTIFICATION OF GRANT AWARD UNDER TITLE III-B OF THE OLDER AMERICANS ACT

Name and Address of Area Agency: Oneida County Office for Aging and Continuing Care 235 Elizabeth Street Utica, NY 13501-2211	Name and Address of Sponsoring Agency/Payee Oneida County
--	--

changed PRF 10/5/10 Program Year - Beginning: 1/1/2010 Ending: 12/31/2010

Fiscal Year from which funds are awarded: 2010 Federal CFDA No. - 93.044 This award is Revised

Section I - Cost Categories	Amount	Section II - Grantee Budget - Federal and Matching Funds:
Personnel	\$106,917.00 ✓	1. Federal Share (see remark 1) \$308,210.77
Fringe Benefits	32,075.00 ✓	2. Combined matching Share
Equipment	0.00 ✓	A. In-Kind \$0.00
Travel	500.00 ✓	B. Cash 54,281.23
Maint. & Operations	19,543.00 ✓	3. Net Cost \$362,492.00
Other Expenses	700.00 ✓	
Subcontracts	203,507.00 ✓	
Approved Costs	\$363,242.00 ✓	Section III - Federal Funds Ceiling
Less:		A. Carryover \$25,057.77
Anticipated Income	750.00 ✓	B. Base Allocation 283,153.00
Net Cost	<u>\$362,492.00</u> ✓	C. III-C-1 Transfer 0.00
		D. III-C-2 Transfer 0.00
		E. Supplement 0.00
		* Federal Funds Ceiling \$308,210.77
		(see remark 1)

Remarks: In addition to the conditions contained in the Four Year Plan, Annual Implementation Plan and Application for Funding, the conditions checked below apply to this award:

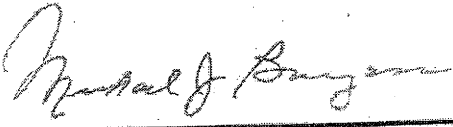
(XX) 1. Federal reimbursement is limited to the lower of the "Federal Share" in Section II or the "Federal Funds Ceiling" in Section III of this award notice.

(XX) 2. Receipt of federal funds (either through advance or reimbursement) does not constitute earning of these funds. The federal share of the project cost is earned only when allowable costs have been incurred and paid; and the non-federal share of the costs has been contributed.

(XX) 3. The federal share will not exceed 75% of the cost of Area Agency Administrative Activities and the federal share will not exceed 90% of the cost of Supportive Services.

() 4. Federal funds carried over from the prior year are estimated. Actual carryover depends on prior year closeout and will be confirmed upon closeout.

() 5. This award authorizes the payment of advances only. The award is conditional upon the approval of the Annual Implementation Plan and application referenced above, and the initial advance must be repaid if such plan and application do not receive final approval after appropriate modifications, if any

Name and Title of Authorizing Official: Michael J. Burgess, Director	Signature: 	Date: 9/21/10
---	--	----------------------



Anthony J. Picente, Jr.
County Executive

Oneida County
Office for the Aging & Continuing Care
Website: www.ocgov.net



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

FN 20 10 - 410

November 1, 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 submitting the following Amendment to the 2010 Purchase of Service Agreement between the Office for the Aging / Office of Continuing Care and Prestige Services, Inc. for your review and approval.

Under this purchase of Service Agreement, Prestige Services, Inc. will provide home delivered and congregate meals for the Oneida County Office for the Aging / Office of Continuing Care. The Nutrition Program for the Elderly will purchase a total of **365,300** meals for the year 2011 for a total of \$2,063,945.00. The source of funds are: Federal (\$623,549.00), State (\$391,907.00), Private Pay /other (\$665,297.00), Participant Contributions (\$383,192.00).

I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

Michael J. Romano
Director

MJR/grb
Enc.

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

Anthony J. Picente, Jr.
County Executive
Date 11/30/10

2010 NOV 23 PM 3:43

RECEIVED
ONEIDA COUNTY LEGISLATURE

**Oneida County Board of Legislators
Contract**

Name of Proposing Organization: Prestige Services, Inc

Title of Activity or Service: Food Service, congregate and home delivered

Proposed Dates of Operation: January 1, 2011 – December 31, 2011

Client Population/Number to be Served: Frail, elderly and disabled / approximately **365,300** meals to approximately **1450** clients.

Summary Statements

1. Narrative Description of Proposed Service.

Prestige Services will provide congregate meals (13 dining sites), home delivered meals (52 + routes throughout the county) and agencies who contract with OFA for client meals including: Senior Network Health, DSS/OCC, and Department of Health.

2. Program/Service Objectives and Outcomes.

Prestige Services will purchase, warehouse, prepare, deliver and serve at sites and homes high quality noon meals that nutritionally meet 1/3 RDA of an individual’s daily requirement for nutrition. The contractor will also provide Breakfast meals to approximately 30 frail at risk individuals.

3. Program Design and Staffing Level. N/A

Total Funding Requested: \$5.65 per meal; Total \$2,063,945.00

Oneida County Department Funding Recommendation: \$5.65 per meal
Total \$2,063,945.00

Proposed Funding Source: (Federal \$/ State \$/County \$):

Federal (\$623,549.00), State (\$391,907.00), Private Pay/Other (\$665,297.00), Participant Contributions, (\$ 383,192.00).

Cost per Unit/Client Served: \$5.65 per meal/ a total of 365,300 meals will be provided to service approximately 1450 clients at a cost of \$ 1, 424.00 per client per year.

Past Performance Data: 2011 will be the sixteenth year for Prestige Services to provide food service to our county programs. The product and service has been maintained level. Quality assurance measures demonstrate high levels of client satisfaction.

Oneida County Department Staff Comments:

The contractor is responsive to problems, dedicated to quality service and cost control.

PRESTIGE SERVICES, INC.
2011 CONTRACT AMENDMENT

Oneida County's Nutrition Program for the Elderly, Long Term Home Health Care and Private Pay Meal Programs

THIS IS AN AMENDMENT to the Purchase of Service Agreement # 010987 by and between **PRESTIGE SERVICES, INC.**, located at 743 Pierce Road, Clifton Park, New York 12065, and **COUNTY OF ONEIDA, OFFICE FOR THE AGING / OFFICE OF CONTINUING CARE** located at 235 Elizabeth, Utica, New York 13501.

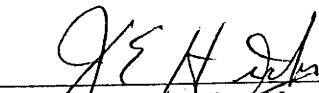
THE PURPOSE of this Amendment, effective January 1, 2011 through December 31, 2011 is to:

1. Adjust the meal rate from \$ 5.57 per meal to \$5.65 per meal and
2. To ensure the total number of meals will not exceed 365,300 and
3. To ensure the total amount of the Amendment will not exceed \$2,063,945 and
4. To extend the termination date of the original agreement to December 31, 2011

All other terms and conditions of the Agreement remain in force, unless otherwise changed in accordance with Part I, Section I, L, and Part II, Section V, B.

IN WITNESS THEREOF, the parties have hereunto their hand on the date respectively stated:

PRESTIGE SERVICES, INC.



J.E. Eddie Hicks, President

10-25-2010

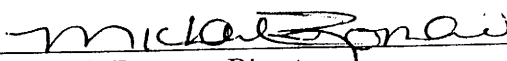
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING



Michael J. Romano, Director

10/27/10

Date

Approved As To Form ONLY:
ONEIDA COUNTY ATTORNEY

By: 



Anthony J. Picente, Jr.
County Executive

Oneida County
Office for the Aging & Continuing Care
Website: www.ocgov.net



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

FN 20 10 - 411

November 9, 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 submitting the following Letter of Agreement between the Office for the Aging and the Resource Center for Independent Living for your review and approval.

This Agreement is for the provision of Adult Day Services. This agreement will continue to provide community based long term care services to the frail and elderly and save taxpayer dollars by preventing premature nursing home placement. The total amount of this agreement is to \$105,000.00 which is 75% (\$ 78,750.00) State and 25% (\$26,250.00) County funds with no new county dollars involved.

This contract commences January 1, 2011 and terminates December 31, 2011.

I am available at your convenience to answer any questions you may have regarding this agreement.

Sincerely,

Michael J. Romano
Director

MJR/grb
Enc.

ONEIDA COUNTY CLERK
RECEIVED
NOV 23 PM 3:54

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

Anthony J. Picente, Jr.
County Executive

Date 11/25/10

**Oneida County Board of Legislators
Contract Summary**

Name of Proposing Organization: **Resource Center for Independent Living**
Title of Activity or Service: Social Adult Day Care
Proposed Dates of Operation: January 1, 2011 through December 31, 2011
Client Population/Number to be Served: Frail elderly age 60+ with functional impairment

Summary Statements:

1) Narrative Description of Proposed Services.

Social Model Adult Day Services is a structured five hour, five day a week adult day care that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Care. Eligible participants must be age 60 or older and functionally impaired, meaning needing assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring and eating; or needing supervision due to cognitive and /or psycho-social impairment. Services include a noon meal and transportation to and from the program

2) Program/Service Objectives and Outcomes.

- To provide 5-hour per weekday adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, appropriate activities- maintenance and enhancement of daily living skills, caregiver assistance and transportation.
- To provide intergenerational programming to ensure a mutually beneficial social opportunity for program participants and area youth

3) Program Design and Staffing Level

Each adult day service provider will serve OFA authorized participants with a structured 5 hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff, both paid and volunteer, to supervise participants in a safe environment, and the staff will provide appropriate activities and therapies that will enhance the participants general wellbeing.

Oneida County Department Funding Recommendation: \$ 60.00 /day total

Proposed Funding Source (Federal/State/County): (\$ 105,000.00) ACCT#: A6772.495.116
Federal: \$0 State: 75% (\$78,750.00) County: 25% (\$ 26,250.00)

Cost per Client Served: \$60.00 per client per five hour day

Past Performance Data: The Resource Center for Independent Living has provided Adult Day Care since 1984.

Oneida County Department Staff Comments:

AGREEMENT

This is an Agreement by and between the **RESOURCE CENTER FOR INDEPENDENT LIVING**, located at 401- 409 Columbia Street, Utica New York 13503-0210, hereinafter known as "**CONTRACTOR**"; and **COUNTY OF ONEIDA, OFFICE FOR THE AGING**, located at 235 Elizabeth Street, Utica, New York 13501, hereinafter known as the "**OFFICE**".

WITNESSETH:

WHEREAS, the OFFICE has the primary responsibility for the overall planning and coordination of OFFICE funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, WRAP, LTCOP; and County of Oneida funds.

WHEREAS, the OFFICE has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the OFFICE; and

WHEREAS, the OFFICE will provide technical assistance, upon request, to assist the CONTRACTOR in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

WHEREAS, the CONTRACTOR is willing and able to perform the services required by this Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. STANDARD ASSURANCES

A. The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), County of Oneida and the OFFICE, refer to Appendix A.

B. The CONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal/State financial assistance."

C. The CONTRACTOR shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from

participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal/State financial assistance.

E. The CONTRACTOR shall clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the CSEP/III E services received through this Agreement.

F. The CONTRACTOR agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal. If personal care services are provided these will be performed by an individual who holds a Personal Care Aide, or Certified Nurses Aide certificate.

G. When appropriate, the CONTRACTOR shall attempt to recruit volunteers into the program to assist staff and clients.

H. The CONTRACTOR shall obtain, and submit to the OFFICE, three (3) copies of mutually signed, written Agreements existing between the CONTRACTOR and other service providers providing support to this contracted program.

I. The CONTRACTOR understands that all equipment acquired with CSEP/III E funds shall remain the property of the OFFICE; if the contract and/or program is terminated, the OFFICE shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.

J. The CONTRACTOR agrees that all program, public information materials, or other printed or published materials on the services funded by CSEP/III E will give due recognition to the Administration on Aging, New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. . (I.e., *"This program is supported by Oneida County Office for the Aging, New York State Office for the Aging, and the Administration on Aging."*). The CONTRACTOR should forward copies of all materials to the OFFICE at the end of each month

2. FISCAL REQUIREMENTS

A. The CONTRACTOR shall keep CSEP/III E funds separate; further, state and federal funds shall not be used as local share (match).

B. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the OFFICE Voucher Instructions.

C. The OFFICE will be responsible for sending monthly donation letters and collecting participant contributions for all participants who attend Office for the Aging / Office of Continuing Care funded day care program. Any contributions received by the CONTRACTOR for Office for the Aging / Office of Continuing Care funded participant, directly, will be reported and deducted on monthly vouchers by the CONTRACTOR.

D. The CONTRACTOR shall report to the OFFICE any and all additional moneys or program income (contributions, donations,) given to the CSEP/IIIE supported programs. "Program income means gross income received by the subcontractor directly generated by a (OFFICE) grant supported activity, or earned as a result of the (OFFICE) grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The CONTRACTOR shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, other grants, within its program budget.

F. The OFFICE shall conduct periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The CONTRACTOR shall agree to have an independent audit conducted for the contracted program if it has been a CONTRACTOR for two (2) years or more; a copy of the audit shall be submitted to the OFFICE upon completion of the program/fiscal audit conducted by the outside auditor.

H. The CONTRACTOR shall maintain fiscal records for six (6) years and shall make them available for OFFICE review upon request.

I. The CONTRACTOR shall cooperate with the close-out audit that is required when the contract is terminated.

J. The CONTRACTOR shall follow close-out procedures administered by the OFFICE in accordance with the Code of Federal Regulations 45-74, as amended 1980.

3. INSURANCE COVERAGE REQUIREMENTS

A. The CONTRACTOR shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, or independent subcontractors, and shall hold harmless and indemnify the OFFICE and County of Oneida from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default of the CONTRACTOR, its officers, trustees, agents, servants, volunteers or independent subcontractors; the CONTRACTOR shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the CONTRACTOR or not.

B. The CONTRACTOR shall carry paid up insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

C. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the OFFICE as party insured thereunder, and shall provide that in the event of cancellation thereof the OFFICE shall be notified at least thirty (30) days in advance thereof, the CONTRACTOR shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period

4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of OFFICE CSEP/IIIE funded programs, comply with the Definition of Services, September 1996, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the OFFICE with timely information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS).

C. The CONTRACTOR shall maintain appropriate client records on each participant who receives services through this CSEP/IIIE supported program; the OFFICE shall have access to the client records upon request.

D. The CONTRACTOR shall provide the OFFICE with required monthly, quarterly, periodic, and/or special reports and shall submit all reports to the OFFICE by the dates specified.

E. The CONTRACTOR shall submit a final Program Summary Report to the OFFICE within thirty (30) days of the end of the program year; the report shall cover the achievement of program outcomes.

F. The CONTRACTOR will report service units according to New York State Office for the Aging definition of services, as appropriate and applicable relative to the scope of service provided through this agreement. The OFFICE shall provide the CONTRACTOR with current service definitions and appropriate reporting forms within 30 days of execution of this agreement

5. GRIEVANCE PROCEDURES

A. The CONTRACTOR agrees to implement the OFFICE's grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in Appendix B.

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the OFFICE agree to coordinate service activities and referrals with other service providers to ensure that older residents of Oneida County with the greatest economic and social needs (target groups) are being met.

B. The CONTRACTOR agrees to comply with policies ensuring client confidentiality, as established by the New York State Office for the Aging (SOFA) and the OFFICE, when information sharing between agencies is crucial to the client's well being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

C. The CONTRACTOR and the OFFICE will work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

7. CONTRACT CANCELLATION

A. The Agreement may be canceled by the OFFICE for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement; the CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The CONTRACTOR and the OFFICE reserve the right to cancel the Agreement upon sixty (60) days written notice to the other party.

C. The CONTRACTOR agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and moneys expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the OFFICE.

D. The CONTRACTOR shall coordinate with the OFFICE and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being; other services shall be substituted and/or coordinated on the clients' behalf.

8. CONTRACT RENEWAL

The OFFICE and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

10. COMPLIANCE WITH REGULATIONS

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 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 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 the Oneida-Herkimer Solid Waste Authority facilities.

11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

A. The Contractor, agrees that, to the extent the CONTRACTOR is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and

Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA

12. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

The Contractors 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.

A. 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 Contractor certifies that:

1. 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.
2. 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.
3. 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.

B. 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;

1. The Contractor 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

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

C. DRUG-FREE WORKPLACE (CONTRACTOR 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-

- 1. The Contractor 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 Contractor'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 Contractor'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 contract 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 contract, 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 the Office.

(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).

D. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

DRUG-FREE WORKPLACE (CONTRACTORS 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 contract, 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 contract; 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 the Office.

13. SOCIAL ADULT DAY CARE SERVICES

A. The CONTRACTOR agrees as part of the terms and conditions of this Agreement to comply with the State of New York's Social Adult Day Care Regulations, Executive Law, Article 19-J, Part 6656, effective January 1, 1995, and to comply with the OFFICE's 2000 Policy and Procedure Manual.

B. The CONTRACTOR agrees to provide Social Model Adult Day Services to frail individuals as authorized by the OFFICE and its designated agents. The target population served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are: 1) residing in rural areas, 2) with greatest economic need (with particular attention to low-income minority individuals); 3) with greatest social need (with particular attention to low-income minority individuals); 4) with severe disabilities; and 5) with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

C. The CONTRACTOR agrees to provide services in Oneida County.

D. The CONTRACTOR agrees to provide Social Adult Day Services as defined by the 1995 Social Adult Day Care Program Regulations, Executive Law, Article 19-J Part 6656:

1. A structured, comprehensive program which provides functionally impaired individuals with the required components of socialization; supervision and monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period;
2. "Functionally impaired" means needing the assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, or eating; or needing supervision due to cognitive and/or psycho-social impairment.
3. "Nutrition" means providing nutritious meals for participants who are attending the program at normal meal times; meals are to be consistent with the standards set forth in the Regulations for a Nutrition Program for the Elderly site and as established by the Area Agency on Aging; and offering snacks and liquids for all participants at appropriate times.

E. The CONTRACTOR agrees that all participants will receive services only in accordance with an individualized **written** Service Plan that is based on the COMPASS assessment, and will specify the individual participant outcomes expected from the provision of social adult day care services; and the Service Plans will be reevaluated at a minimum annually.

14. OTHER SPECIFICATIONS

A. As specified in State of New York's Social Adult Day Care Program Regulations, all of the CONTRACTOR's adult day care personnel, both paid and volunteer, will attend six (6) hours of training annually, and new program employees or volunteers will receive at least twenty hours of group, individual and/or on-the-job training.

B. The CONTRACTOR's personnel should keep abreast of new developments in the field of Gerontology and community based social adult day care; attendance at relevant local, state or national training is encouraged.

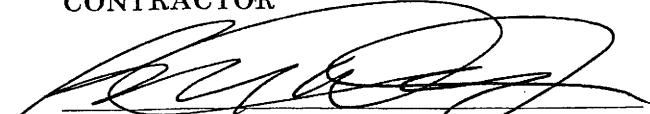
- C. The CONTRACTOR and OFFICE agree to hold periodic coordinating meetings as needed.
- D. The CONTRACTOR and OFFICE agree to work cooperatively to develop a comprehensive adult day services for Oneida County.
- E. The CONTRACTOR agrees to make a good faith effort to recruit interns from the local colleges' student intern programs.

15. REIMBURSEMENT FOR SERVICES

- A. It is agreed and understood by all parties that the OFFICE will reimburse the CONTRACTOR for Social Adult Day Care Services which are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support IIIIE grants.
- B. The OFFICE agrees to reimburse the CONTRACTOR **\$60.00 per day (\$ 6.00 per ½ hour or \$ 12.00 per hour)** which will include program, meals and transportation. A full day of programming is defined as five (5) hours, but the CONTRACTOR may bill in ½ hour increments when the client is attending less than five (5) hours per day. If additional services are pre-approved by the OFFICE, the following reimbursement schedule will be used: Shopping: \$10.00 per trip, Laundry \$ 4.00/load.
- C. The OFFICE funds are contingent upon availability of State and County of Oneida funding; reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions.
- D. The CONTRACTOR agrees that this Agreement will not be subcontracted or assigned. The terms and conditions of this Agreement will commence January 1, 2011 and terminate December 31, 2011.

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

CONTRACTOR



Burt Danovitz, Executive Director
Resource Center for Independent Living


October 29, 2010
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING



Michael J. Romano, Director

11/2/10
Date

Approved As To Form ONLY:
ONEIDA COUNTY ATTORNEY

BY: _____

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

Oneida County Contract Tracking Sheet

Printed:
11/10/2010 2:06:10 PM

Contract # 011803	Code Renewal	Prior # 010941	Dept #
Vendor Resource Center for Independent Living Type: Purchase of Services			
Starts on Contract Execution: <input type="checkbox"/>	Start Date	1/1/2011	End Date 12/31/2011

Department:	Appropriation Acct:	Revenue Code:	Contract Amount:
OFA	A6772.495116		\$105,000.00
Contact Person: Gladys Buck	793-6017		
Adult Day Care			

- | | | | |
|--------------------|-------------------------------------|-----------|----------|
| 1) County Attorney | Approval as to Form | YES _____ | NO _____ |
| | Contract Amount Over \$50,000 | YES _____ | NO _____ |
| | Board of Legislators Approval Req'd | YES _____ | NO _____ |
| | Board of Acquisition and Contract | YES _____ | NO _____ |
| | Requires Notary Public | YES _____ | NO _____ |

Comments:

Date:
Initials:

2) Budget Director Comments:

Date:
Initials:

3) Final Review
County Attorney Comments:

Date:
Initials:

4) Sent to Board of Legislators Sent Date:
(contract to be held in Law Dept.) Approval Date:
Resolution Number:

Sent to County Executive for Signature Date:



Anthony J. Picente, Jr.
County Executive

Oneida County
Office for the Aging & Continuing Care
Website: www.ocgov.net



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

October 27, 2010

FN 20 10 - 412

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

PUBLIC HEALTH

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Letter of Agreement between the Oneida County Office for the Aging/ Office of Continuing Care and the Lutheran Home of Central New York, for your review and approval.

This Agreement is for the provision of Adult Day Services. This agreement will continue to provide community based long term care services to the frail and elderly and save taxpayer dollars by preventing premature nursing home placement. The total amount of this agreement is \$80,000.00, with 75% State (\$60,000.00) and 25 % (\$20,000.00) County funds with no new county dollars involved.

This contract commences January 1, 2011 and terminates December 31, 2011.

I am available at your convenience to answer any questions you may have regarding this agreement.

Sincerely,

Michael J. Romano
Director

MJR/grb
Enc.

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

Anthony J. Picente, Jr.
County Executive

Date: 11/22/10

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 NOV 23 PM 3:16

**Oneida County Board of Legislators
Contract Summary**

Name of Proposing Organization: **The Lutheran Homes of CNY, Inc. /DIAL**

Title of Activity or Service: Social Adult Day Care

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

Client Population/Number to be Served: Frail elderly age 60+ with functional impairment.

Summary Statements:

1) Narrative Description of Proposed Services.

Social Model Adult Day Services is a structured five hour, five day a week adult day care that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Care. Eligible participants must be age 60 or older and functionally impaired, meaning needing assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring and eating; or needing supervision due to cognitive and /or psycho-social impairment. Services include a noon meal and transportation to and from the program

2) Program/Service Objectives and Outcomes.

- To provide 5-hour per weekday adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, appropriate activities- maintenance and enhancement of daily living skills, caregiver assistance and transportation.
- To provide intergenerational programming to ensure a mutually beneficial social opportunity for program participants and area youth

3) Program Design and Staffing Level

Each adult day service provider will serve OFA authorized participants with a structured 5-hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff, both paid and volunteer, to supervise participants in a safe environment, and the staff will provide appropriate activities and therapies that will enhance the participant's general wellbeing.

Oneida County Department Funding Recommendation: \$ 60.00 /day

Proposed Funding Source (Federal/State/County): \$80,000.00 ACCT#: A6772.495.116

Federal: \$0 State: 75% (\$ 60,000.00) County: 25% (\$ 20,000.00)

Cost per Client Served: \$60,00 per client per five hour day

Past Performance Data: The DIAL program has provided social adult day care since 1984

Oneida County Department Staff Comments:

AGREEMENT

This is an Agreement by and between **THE LUTHERAN HOME OF CENTRAL NEW YORK, INC.**, located at 108 Utica Road, Clinton, New York 13323, hereinafter known as "**CONTRACTOR**"; and **COUNTY OF ONEIDA, OFFICE FOR THE AGING/OFFICE OF CONTINUING CARE**, located at 235 Elizabeth Street, Utica, New York 13501, hereinafter known as the "**OFFICE**".

WITNESSETH:

WHEREAS, the OFFICE has the primary responsibility for the overall planning and coordination of OFFICE funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, WRAP, LTCOP; and County of Oneida funds.

WHEREAS, the OFFICE has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the OFFICE; and

WHEREAS, the OFFICE will provide technical assistance, upon request, to assist the CONTRACTOR in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

WHEREAS, the CONTRACTOR is willing and able to perform the services required by this Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. STANDARD ASSURANCES

A. The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), County of Oneida and the OFFICE, refer to Appendix A.

B. The CONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal/State financial assistance."

C. The CONTRACTOR shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from

participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal/State financial assistance.

E. The CONTRACTOR shall clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the CSEP/III E services received through this Agreement.

F. The CONTRACTOR agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal. If personal care services are provided these will be performed by an individual who holds a Personal Care Aide, or Certified Nurses Aide certificate.

G. When appropriate, the CONTRACTOR shall attempt to recruit volunteers into the program to assist staff and clients.

H. The CONTRACTOR shall obtain, and submit to the OFFICE, three (3) copies of mutually signed, written Agreements existing between the CONTRACTOR and other service providers providing support to this contracted program.

I. The CONTRACTOR understands that all equipment acquired with CSEP/III E funds shall remain the property of the OFFICE; if the contract and/or program is terminated, the OFFICE shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.

J. The CONTRACTOR agrees that all program, public information materials, or other printed or published materials on the services funded by CSEP/III E will give due recognition to the Administration on Aging, New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. . (I.e., *"This program is supported by Oneida County Office for the Aging, New York State Office for the Aging, and the Administration on Aging."*). The CONTRACTOR should forward copies of all materials to the OFFICE at the end of each month

2. FISCAL REQUIREMENTS

A. The CONTRACTOR shall keep CSEP/III E funds separate; further, state and federal funds shall not be used as local share (match).

B. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the OFFICE Voucher Instructions.

C. The OFFICE will be responsible for sending monthly donation letters and collecting participant contributions for all participants who attend Office for the Aging / Office of Continuing Care funded day care program. Any contributions received by the CONTRACTOR for Office for the Aging / Office of Continuing Care funded participant, directly, will be reported and deducted on monthly vouchers by the CONTRACTOR.

D. The CONTRACTOR shall report to the OFFICE any and all additional moneys or program income (contributions, donations,) given to the CSEP/IIIE supported programs. "Program income means gross income received by the subcontractor directly generated by a (OFFICE) grant supported activity, or earned as a result of the (OFFICE) grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The CONTRACTOR shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, other grants, within its program budget.

F. The OFFICE shall conduct periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The CONTRACTOR shall agree to have an independent audit conducted for the contracted program if it has been a CONTRACTOR for two (2) years or more; a copy of the audit shall be submitted to the OFFICE upon completion of the program/fiscal audit conducted by the outside auditor.

H. The CONTRACTOR shall maintain fiscal records for six (6) years and shall make them available for OFFICE review upon request.

I. The CONTRACTOR shall cooperate with the close-out audit that is required when the contract is terminated.

J. The CONTRACTOR shall follow close-out procedures administered by the OFFICE in accordance with the Code of Federal Regulations 45-74, as amended 1980.

3. INSURANCE COVERAGE REQUIREMENTS

A. The CONTRACTOR shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, or independent subcontractors, and shall hold harmless and indemnify the OFFICE and County of Oneida from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default of the CONTRACTOR, its officers, trustees, agents, servants, volunteers or independent subcontractors; the CONTRACTOR shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the CONTRACTOR or not.

B. The CONTRACTOR shall carry paid up insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such

injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

C. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the OFFICE as party insured thereunder, and shall provide that in the event of cancellation thereof the OFFICE shall be notified at least thirty (30) days in advance thereof, the CONTRACTOR shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period

4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of OFFICE CSEP/IIIE funded programs, comply with the Definition of Services, September 1996, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the OFFICE with timely information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS).

C. The CONTRACTOR shall maintain appropriate client records on each participant who receives services through this CSEP/IIIE supported program; the OFFICE shall have access to the client records upon request.

D. The CONTRACTOR shall provide the OFFICE with required monthly, quarterly, periodic, and/or special reports and shall submit all reports to the OFFICE by the dates specified.

E. The CONTRACTOR shall submit a final Program Summary Report to the OFFICE within thirty (30) days of the end of the program year; the report shall cover the achievement of program outcomes.

F. The CONTRACTOR will report service units according to New York State Office for the Aging definition of services, as appropriate and applicable relative to the scope of service provided through this agreement. The OFFICE shall provide the CONTRACTOR with current service definitions and appropriate reporting forms within 30 days of execution of this agreement

5. GRIEVANCE PROCEDURES

A. The **CONTRACTOR** agrees to implement the **OFFICE's** grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in Appendix B.

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the OFFICE agree to coordinate service activities and referrals with other service providers to ensure that older residents of Oneida County with the greatest economic and social needs (target groups) are being met.

B. The CONTRACTOR agrees to comply with policies ensuring client confidentiality, as established by the New York State Office for the Aging (SOFA) and the OFFICE, when information sharing between agencies is crucial to the client's well being and is needed to ensure effective service

provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

C. The CONTRACTOR and the OFFICE will work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

7. CONTRACT CANCELLATION

A. The Agreement may be canceled by the OFFICE for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement; the CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The CONTRACTOR and the OFFICE reserve the right to cancel the Agreement upon sixty (60) days written notice to the other party.

C. The CONTRACTOR agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and moneys expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the OFFICE.

D. The CONTRACTOR shall coordinate with the OFFICE and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being; other services shall be substituted and/or coordinated on the clients' behalf.

8. CONTRACT RENEWAL

The OFFICE and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

10. COMPLIANCE WITH REGULATIONS

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 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 the Oneida-Herkimer Solid Waste Authority facilities.

11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

A. The Contractor, agrees that, to the extent the CONTRACTOR is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

12. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

The Contractors 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.

A. 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 Contractor certifies that:

1. 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.
2. 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.
3. 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.

B. 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;

1. The Contractor 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
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

C. DRUG-FREE WORKPLACE (CONTRACTOR 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-

1. The Contractor 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 Contractor'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 Contractor'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 contract 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 contract, 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 notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Office.
 - (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).

D. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

DRUG-FREE WORKPLACE (CONTRACTORS 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 contract, 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 contract; 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 the Office.
- C.

13. SOCIAL ADULT DAY CARE SERVICES

A. The CONTRACTOR agrees as part of the terms and conditions of this Agreement to comply with the State of New York's Social Adult Day Care Regulations, Executive Law, Article 19-J, Part 6656, effective January 1, 1995, and to comply with the OFFICE's 2000 Policy and Procedure Manual.

B. The CONTRACTOR agrees to provide Social Model Adult Day Services to frail individuals as authorized by the OFFICE and its designated agents. The target population served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are: 1) residing in rural areas, 2) with greatest economic need (with particular attention to low-income minority individuals); 3) with greatest social need (with particular attention to low-income minority individuals); 4) with severe disabilities; and 5) with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

C. The CONTRACTOR agrees to provide services in Oneida County.

D. The CONTRACTOR agrees to provide Social Adult Day Services as defined by the 1995 Social Adult Day Care Program Regulations, Executive Law, Article 19-J Part 6656:

1. A structured, comprehensive program which provides functionally impaired individuals with the required components of socialization; supervision and monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period;
2. "Functionally impaired" means needing the assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, or eating; or needing supervision due to cognitive and/or psycho-social impairment.
3. "Nutrition" means providing nutritious meals for participants who are attending the program at normal meal times; meals are to be consistent with the standards set forth in the Regulations for a Nutrition Program for the Elderly site and as established by the Area Agency on Aging; and offering snacks and liquids for all participants at appropriate times.

E. The CONTRACTOR agrees that all participants will receive services only in accordance with an individualized **written** Service Plan that is based on the COMPASS assessment, and will specify the individual participant outcomes expected from the provision of social adult day care services; and the Service Plans will be reevaluated at a minimum annually.

14. OTHER SPECIFICATIONS

A. As specified in State of New York's Social Adult Day Care Program Regulations, all of the CONTRACTOR's adult day care personnel, both paid and volunteer, will attend six (6) hours of training annually, and new program employees or volunteers will receive at least twenty hours of group, individual and/or on-the-job training.

B. The CONTRACTOR's personnel should keep abreast of new developments in the field of Gerontology and community based social adult day care; attendance at relevant local, state or national training is encouraged.

C. The CONTRACTOR and OFFICE agree to hold periodic coordinating meetings as needed.

D. The CONTRACTOR and OFFICE agree to work cooperatively to develop a comprehensive adult day services for Oneida County.

E. The CONTRACTOR agrees to make a good faith effort to recruit interns from the local colleges' student intern programs.

15. REIMBURSEMENT FOR SERVICES

A. It is agreed and understood by all parties that the OFFICE will reimburse the CONTRACTOR for Social Adult Day Care Services which are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support IIIIE grants.

B. The OFFICE agrees to reimburse the CONTRACTOR **\$60.00 per day (\$ 6.00 per ½ hour or \$12.00 per hour)** which will include program, meals and transportation. A full day of programming is defined as five (5) hours, but the CONTRACTOR may bill in ½ hour increments when the client is attending less than five (5) hours per day. If additional services are pre-approved by the OFFICE, the following reimbursement schedule will be used: Shopping: \$10.00 per trip, Laundry \$ 4.00/load.

C. The OFFICE funds are contingent upon availability of State and County of Oneida funding; reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions.

D. The CONTRACTOR agrees that this Agreement will not be subcontracted or assigned. The terms and conditions of this Agreement will commence January 1, 2011 and terminate December 31, 2011.

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

Oneida County Department: **Office for the Aging**

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**Oneida County Board of Legislators
Contract Summary**

Name of Proposing Organization: **The Lutheran Homes of CNY, Inc. /DIAL**

Title of Activity or Service: Social Adult Day Care

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

Client Population/Number to be Served: Frail elderly age 60+ with functional impairment.

Summary Statements:

1) Narrative Description of Proposed Services.

Social Model Adult Day Services is a structured five hour, five day a week adult day care that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Care. Eligible participants must be age 60 or older and functionally impaired, meaning needing assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring and eating; or needing supervision due to cognitive and /or psycho-social impairment. Services include a noon meal and transportation to and from the program

2) Program/Service Objectives and Outcomes.

- To provide 5-hour per weekday adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, appropriate activities- maintenance and enhancement of daily living skills, caregiver assistance and transportation.
- To provide intergenerational programming to ensure a mutually beneficial social opportunity for program participants and area youth

3) Program Design and Staffing Level

Each adult day service provider will serve OFA authorized participants with a structured 5-hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff, both paid and volunteer, to supervise participants in a safe environment, and the staff will provide appropriate activities and therapies that will enhance the participant's general wellbeing.

Oneida County Department Funding Recommendation: \$ 60.00 /day

Proposed Funding Source (Federal/State/County): \$80,000.00 ACCT#: A6772.495.116
Federal: \$0 State: 75% (\$ 60,000.00) County: 25% (\$ 20,000.00)

Cost per Client Served: \$60,00 per client per five hour day

Past Performance Data: The DIAL program has provided social adult day care since 1984

Oneida County Department Staff Comments:

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 Bailey, Haskell & LaLonde 5232 Witz Drive N. Syracuse, NY 13212 315 457-1830	CONTACT NAME: PHONE (A/C, No, Ext): 315 363-2100		FAX (A/C, No): 3153632183
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:		
INSURED Lutheran Care Charitable Network, Inc. 108 Utica Road Clinton, NY 13323-1596	INSURER A: Lewis & Clark LTC Risk Retntn		NAIC #: HHLR1
	INSURER B: One Beacon America Insurance Co		NAIC #: CGU1
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

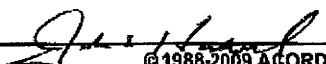
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 NSR	SUBR NYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																																																							
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION 10 Days for Non-Payment

County of Oneida, Office for the Aging 235 Elizabeth St., 2nd Floor Room 222 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 

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Anthony J. Picente, Jr.
County Executive

Oneida County
Office for the Aging & Continuing Care
Website: www.ocgov.net



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail.ofa@ocgov.net

November 10, 2010

FN 20 10 - 413

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Letter of Agreement between the Office for the Aging / Office of Continuing Care and the North Utica Senior Citizen's Recreation Center, Inc.

This is a combined Agreement for the provision of the following positions, Caregiver Case Aid, Case Management, Case Management Supervisor, Community Service Coordinator, Program Coordinators, I & A Coordinators and Program Administrator. This program is supported by Federal, State, County and Contactor dollars up to \$861,587.00. The County share is \$68,926.00.

This Agreement will commence January 1, 2011 and terminate December 31, 2011.

I am available at your convenience to respond to any questions, which you might have regarding this contract.

Sincerely,

Michael J. Romano
Director

MJR/grb

Enc.

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

Anthony J. Picente, Jr.
County Executive

Date 11/10/10

2010 NOV 23 PM 3:27
RECEIVED
ONEIDA COUNTY LEGISLATURE

ONEIDA COUNTY OFFICE FOR THE AGING/OFFICE OF CONTINUING CARE
CONTRACT SUMMARY

Name of Proposing Organization: North Utica Senior Citizen's Recreation Center, Inc.

Type of Activity or Service: Family Caregiver Support
Aging Services/Outreach (Information and Assistance),
Case Management
Supervision

Proposed Dates of Operation: January 1, 2011 – December 31, 2011

Client Population/ Number to be Served:

1. Narrative Description of Proposed Services

- Case Management Services – an important component of the aging network for they identify frail, elderly and homebound people who are in need of supportive services. Once identified and assessed, the elders are linked to appropriate services that allow them to remain independent.
- Community Service Coordinator – assists with outreach activities and other methods to provide support services for informal caregivers. In addition to Case Management the Community Service Coordinator will assist with staff functions such as taking referrals, scheduling and clerical duties.
- Elder Abuse Coordinator – Case Management and intervention services for at risk clients
- Weatherization/ Billpayer Coordinator - Identifies low income, energy vulnerable elderly households and assesses the level of need to determine whether to provide services in addition to an assisted referral to WRAP subgrantee as well as referring non-eligible elderly to other providers
- Case Aid – Brokering of care with agencies and performs clerical and support services for case managers.
- Utica Team Supervisor - serves as an integral part of the management / supervisory team and requires strong supervisory skills. This position also requires excellent communication and interpersonal skills with ability to lead and motivate direct service staff.
- I & A Coordinator - Development and maintenance of a comprehensive and current resource listing of long-term care services, programs and providers in Oneida County for the Point of Entry initiative, NY Connects: Choices for the Long Term Care.
- Program Administrator - Assist Executive Director with coordination of contracted services

2. Program/ Service Objectives and Outcomes

- Case Management -Seniors will be assisted in securing supportive services by providing: information and referral, case assistance, benefit counseling, health insurance counseling, public presentations, housing assistance, home energy assistance, screening for Weatherization, referral and Packaging (WRAP) services, and assessments for home delivered meals and nutrition services.
- Caregiver Support Program - will predominantly serve primary caregivers that are married and living with the care recipient and adult children who are caring for their parents.
- Elder Abuse Program - Assess all elder abuse referrals and develops service plans to address the current needs of each alleged victim

3. Program Design and Staffing Level

12- Case Managers

- Provide Information and Assistance to target services for individuals who are most economically and socially in need of supportive services.

1 - Community Service Coordinator

- To assist with Caregiver Case Management

9 - Caregiver Case Aids (7 F/T , 2 P/T)

- To assist Case Managers and Caregiver Support Specialist with routine duties and brokerage duties in the Home Care Brokerage Unit.

1 - Utica Team Supervisor

- Coordinates the staff activities of the Office for Aging / Continuing Care and Supervises the work of OFA/OCC Program Staff (OFA/OCC Case Management staff, Case Aides; clerical staff);

1 - Weatherization/ Billpayer Coordinator

- Weatherization- identifies low income, energy vulnerable elderly households and assesses their level of needs.
- Billpayers - use volunteers to assist in monthly banking allowing clients to retain independence in their home

1 - Elder Abuse Coordinator

- Oversees the Elder Abuse Coalition and sub-committees. Case manages all elder abuse cases.

2 - I & A Coordinator

- Set up and maintain a comprehensive and current listing of long-term care services, programs and providers in Oneida County for the Long- Term care Point of Entry Information & Assistance.

1 -Program Administrator

- Assist Executive Director with coordination of contracted services, including the maintenance of various accounts and budget preparation and the audit/fiscal monitoring of program funds

Total Funding Requested: \$ 861,587.00

- 49400 – Units/hrs of service
- \$861,587.00 - Total dollars/cost
- \$ 17.14 cost per unit/hr of case management

Oneida County Department Funding Recommendations: \$861,587.00

Proposed Funding Source: Account A6772.495.117 A6773 C1, C2 & SNAP
A6772 495.123 A6774 .49599 EISEP & MA
A6772.495.131

Federal 75% (\$548,658.00); State 30% (\$ 182,887.00); County 8% (\$ 68,926.00)
Contractor Match (\$ 61,116.00)

Past Performance Data:

AGREEMENT

This is an Agreement by and between the **NORTH UTICA SENIOR CITIZEN'S RECREATION CENTER, INC.** located at 50 Riverside Drive, Utica, New York 13502, hereinafter known as "**CONTRACTOR**"; and **COUNTY OF ONEIDA, OFFICE FOR THE AGING**, located at 235 Elizabeth Street, Utica, New York 13501, hereinafter known as the "**OFFICE**".

WITNESSETH:

WHEREAS, the OFFICE has the primary responsibility for the overall planning and coordination of OFFICE funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, WRAP, LTCOP; and County of Oneida funds.

WHEREAS, the OFFICE has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the OFFICE; and

WHEREAS, the OFFICE will provide technical assistance, upon request, to assist the CONTRACTOR in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

WHEREAS, the CONTRACTOR is willing and able to perform the services required by this Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. STANDARD ASSURANCES

A. The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), County of Oneida and the OFFICE, refer to **Appendix A**.

B. The CONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal/State financial assistance."

C. The CONTRACTOR shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race,

color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal/State financial assistance.

E. The Contractor shall clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the Title III services received through this Agreement.

F. The CONTRACTOR agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal.

G. When appropriate, the CONTRACTOR shall attempt to recruit volunteers into the program to assist staff and clients.

H. The CONTRACTOR shall obtain, and submit to the OFFICE, three (3) copies of mutually signed, written Agreements existing between the CONTRACTOR and other service providers providing support to this contracted program.

I. The CONTRACTOR understands that all equipment acquired with funds under this contract shall remain the property of the OFFICE; if the contract and/or program is terminated, the OFFICE shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.

J. The CONTRACTOR agrees that all program, public information materials, or other printed or published materials on the services funded by the OFFICE will give due recognition to the Oneida County Office for the Aging (The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined) (i.e., *"This program is supported by Oneida County Office for the Aging."*). (Copies of all materials should be forwarded by the CONTRACTOR to the OFFICE at the end of each month.)

2. FISCAL REQUIREMENTS

A. The CONTRACTOR shall keep Title III funds separate; further, state and federal funds shall not be used as local share (match).

B. The CONTRACTOR will submit a written request and receive written approval from the OFFICE for any budget revisions; costs due to unauthorized revisions shall be borne by the CONTRACTOR.

C. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the OFFICE Voucher Instructions.

D. The CONTRACTOR shall report to the OFFICE any and all additional moneys or program income (contributions, donations, reimbursements, grants) given to the program. "Program income means gross income received by the subcontractor directly generated by a (OFFICE) grant supported activity, or earned as a result of the (OFFICE) grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The CONTRACTOR shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, other grants, within its budget.

F. The OFFICE shall conduct periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The CONTRACTOR shall agree to have an independent audit conducted for the contracted program if it has been a CONTRACTOR for two (2) years or more; a copy of the audit shall be submitted to the OFFICE upon completion of the program/fiscal audit conducted by the outside auditor.

H. The CONTRACTOR shall maintain fiscal records for six (6) years and shall make them available for OFFICE review upon request.

I. The CONTRACTOR shall cooperate with the closeout audit that is required when the contract is terminated.

J. The CONTRACTOR shall follow close-out procedures administered by the OFFICE in accordance with the Code of Federal Regulations 45-74, as amended 1980.

3. INSURANCE COVERAGE REQUIREMENTS

A. The CONTRACTOR shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, or independent subcontractors, and shall hold harmless and indemnify the OFFICE and County of Oneida from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default of the CONTRACTOR, its officers, trustees, agents, servants, volunteers or independent subcontractors; the CONTRACTOR shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the CONTRACTOR or not.

B. The CONTRACTOR shall carry paid up insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

C. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the OFFICE as party insured thereunder, and shall provide that in the event of cancellation thereof the OFFICE shall be notified at least thirty (30) days in advance thereof, the CONTRACTOR shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period.

4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of OFFICE Title III funded programs, comply with the Definition of Services, September 1996, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the OFFICE with timely information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS).

C. The CONTRACTOR shall maintain appropriate client records on each participant who receives services through this Title III supported program; the OFFICE shall have access to the client records upon request.

D. The CONTRACTOR shall provide the OFFICE with required monthly, quarterly, periodic, and/or special reports and shall submit all reports to the OFFICE by the dates specified.

E. The CONTRACTOR shall submit a final Program Summary Report to the OFFICE within thirty (30) days of the end of the program year; the report shall cover the achievement of program goals and objectives.

F. The CONTRACTOR will report service units according to New York State Office for the Aging definition of services, as appropriate and applicable relative to the scope of service provided through this agreement. The OFFICE shall provide the CONTRACTOR with current service definitions and appropriate reporting forms within 30 days of execution of this agreement.

5. GRIEVANCE PROCEDURES

The CONTRACTOR agrees to implement the OFFICE's grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in **Appendix B**.

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the OFFICE agree to coordinate service activities and referrals with other service providers to ensure that older residents of Oneida County with the greatest economic and social needs (target groups) are being met.

B. The CONTRACTOR agrees to comply with policies ensuring client confidentiality, as established by the OFFICE, when information sharing between agencies is crucial to the client's well being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

C. The CONTRACTOR and the OFFICE shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

7. CONTRACT CANCELLATION

A. The Agreement may be canceled by the OFFICE for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement; the CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B The CONTRACTOR and the OFFICE reserve the right to cancel the Agreement upon sixty (60) days written notice to the other party.

C. The CONTRACTOR agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and moneys expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the OFFICE.

D. The CONTRACTOR shall coordinate with the OFFICE and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being; other services shall be substituted and/or coordinated on the clients' behalf.

8. CONTRACT RENEWAL

The OFFICE and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

10. COMPLIANCE WITH REGULATION

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 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 by performance of this contract by the contractor and 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 the Oneida-Herkimer Solid Waste Authority facilities.

11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

A. The Contractor, agrees that, to the extent the CONTRACTOR is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA

12. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

The Contractors 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.

A. 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 Contractor certifies that:

1. 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.
2. 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.
3. 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.

B. 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;

1. The Contractor 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

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

c. DRUG-FREE WORKPLACE (CONTRACTOR 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-

1. The Contractor 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 Contractor'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 Contractor'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 contract 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 contract, 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 the Office

(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).

D. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

DRUG-FREE WORKPLACE (CONTRACTORS 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 contract, 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 contract; 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: the Office

14. SERVICES

A. The CONTRACTOR agrees to provide service personnel as listed in **Appendix C**.

B. The CONTRACTOR agrees to make a good faith effort to serve low income minority older individuals in their service area at the same proportion that is in the general population of their service area.

C. The services provided by the CONTRACTOR shall include, but are not limited to: Information and Assistance, Public Information, Caregiver Services, In Home Contact and Support, Outreach, Health Insurance Counseling, and Energy Assistance.

D. The CONTRACTOR agrees that the Service Area will be generally designated as the County of Oneida, and the OFFICE shall alter service assignments based on need.

E. The CONTRACTOR agrees to prioritize individuals to be served as follows: homebound, low income, minority, disabled (physically and mentally), at-risk (age 75 and older), isolated and living alone.

F. The CONTRACTOR agrees to provide services at the following locations: home settings, housing complexes, congregate sites of the Nutrition Program for the Elderly, senior centers and in the community at-large. The site visit schedule will be established by the OFFICE.

G. Job descriptions / duties are provided in **Appendix D**

15. SUPERVISION

A. The OFFICE's designee will supervise, monitor and evaluate all activities performed by all staff they relate to this Agreement.

B. The OFFICE's designee will assign all projects and work to contracted personnel.

16. OTHER SPECIFICATIONS

A. The CONTRACTOR agrees to work in cooperation with the OFFICE to develop a comprehensive delivery system for Aging Services in Oneida County.

B. The CONTRACTOR agrees to provide the OFFICE with a schedule of planned payroll disbursements for the contract period and to notify the OFFICE in writing 24 hours in advance of any intent to delay payment to the employee. The schedule shall include method of payment, dates, and times of payroll disbursement. The CONTRACTOR is required to adhere to the said schedule. The OFFICE and each employee, employed through this agreement, will be provided with the schedule at the beginning of the contract period. The OFFICE and each said employee will be notified at least 24 hours in advance of any intent to delay payment to employee

C. The CONTRACTOR agrees to maintain employee time accruals starting each employee's sick, vacation and personal time pursuant to the CONTRACTORS Personnel Policy. The CONTRACTOR shall provide each employee and the OFFICE with an accurate and up to date accounting of their time bank with each payroll disbursement.

D. The OFFICE will provide office space, telephones, tech support, supervision and assistance to the contracted personnel.

E. The CONTRACTOR agrees to ensure that staff training is available to enhance staff performance of aging services; training may be provided by the CONTRACTOR, OFFICE or other.

F. The CONTRACTOR and the OFFICE agree to hold periodic coordinating meetings and be responsive to each other's needs.

G. The CONTRACTOR agrees to develop and implement a public relations plan with the objective to increase public awareness of senior center programs and activities and to increase participation in programs and activities at senior centers.

17. REIMBURSEMENT FOR SERVICES

A. It is agreed and understood by all parties that the OFFICE will reimburse the CONTRACTOR for personnel activities in accordance with the terms and conditions of this Agreement as listed in **Appendix E**.

B. The CONTRACTOR will voucher the OFFICE for completed units of service, up to **1820 units (hours)** per employee. The total payments for this contract will not exceed **\$ 861,587.00**. The reimbursable 1820 hours include sick leave, designated holidays, personal leave and vacation time, training and mileage in accordance with the OFFICE'S work schedule..

C. The Contractor will submit **monthly** expenditure reports and corresponding back up for all payroll and program related expenses.

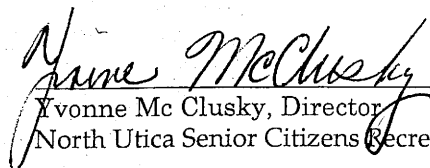
D. Individual funding may be adjusted within the contract maximum at the time of transition, resignation, dismissal) by Memorandum of Understanding.

E. The contract is contingent upon availability of County of Oneida funds; reimbursement is payable in **twelve (12) monthly** vouchers as specified in the OFA Voucher Instructions.

F. The CONTRACTOR agrees that this Agreement will not be subcontracted or assigned. The terms and conditions of this Agreement commence January 1, 2011 and terminate December 31, 2011.

IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

CONTRACTOR



Yvonne Mc Clusky, Director
North Utica Senior Citizens Recreation Center, Inc.

11/08/2010

Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING

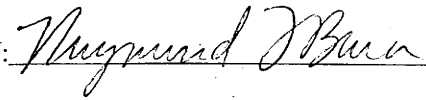


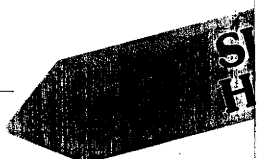
Michael J. Romano, Director

11/12/10

Date

Approved As To Form ONLY:
ONEIDA COUNTY ATTORNEY

BY: 



APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process**Filing a Grievance**

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

North Utica Appendix C
2011

Title/Name Hr. Rate Salary Fringe @ 27% Mileage Training Admin @ 8% Total Cost Unit Cost Cost Cntr Prgm

<u>Title/Name</u>	<u>Hr. Rate</u>	<u>Salary</u>	<u>Fringe @ 27%</u>	<u>Mileage</u>	<u>Training</u>	<u>Admin @ 8%</u>	<u>Total Cost</u>	<u>Unit Cost</u>	<u>Cost Cntr</u>	<u>Prgm</u>
Carol Nettleton Case Management	\$12.67	\$23,057.10	\$6,225.42	\$1,200.00	\$250.00	\$1,844.57	\$32,577.09	\$17.90	6772 495.135	3E
Liz Stachow Comm Service Coordinator	\$17.67	\$32,164.23	\$8,684.34	\$1,200.00	\$250.00	\$2,573.14	\$44,871.71	\$24.65	6772 495.135	3E
Joan Hyde Case Management	\$12.09	\$22,000.00	\$5,940.00	\$1,200.00	\$250.00	\$1,760.00	\$31,150.00	\$17.12	6772 495.117	3B
Valerie Thron Case Management	\$12.09	\$22,000.00	\$5,940.00	\$1,200.00	\$250.00	\$1,760.00	\$31,150.00	\$17.12	6772 495.149	3B
Marissa Cushman Case Management	\$12.09	\$22,000.00	\$5,940.00	\$1,200.00	\$250.00	\$1,760.00	\$31,150.00	\$17.12	6772 495.117	3B
Bridget Kopel Case Management	\$13.51	\$24,586.36	\$6,638.32	\$1,200.00	\$250.00	\$1,966.91	\$34,641.59	\$19.03	6772 495.117	3B
Joe Salvemini Utica Team Supervisor	\$19.23	\$34,995.54	\$9,448.80	\$1,200.00	\$250.00	\$2,799.64	\$48,693.98	\$26.75	6772 495.117	3B CSE 3E
Brenda Fudge Case Management	\$12.09	\$22,000.00	\$5,940.00	\$1,200.00	\$250.00	\$1,760.00	\$31,150.00	\$17.12	6772 495.117	3B
Daniel Percy I & A Coordinator	\$14.22	\$25,886.70	\$6,989.41	\$300.00	\$250.00	\$2,070.94	\$35,497.05	\$19.50	6772 495.117	SPOE
Amanda Mayton CM	\$12.09	\$22,000.00	\$5,940.00	\$1,200.00	\$250.00	\$1,760.00	\$31,150.00	\$17.12	6774 495.99	EISEP
Kristin Palmer Elderabuse Prg. Coord	\$15.33	\$27,892.10	\$7,530.87	\$1,200.00	\$250.00	\$2,231.37	\$39,104.34	\$21.49	6772 495.131	CSE
Dennis Tuttle I & A Assoc, Legal, Trans	\$17.73	\$32,262.71	\$8,710.93	\$1,200.00	\$250.00	\$2,581.02	\$45,004.66	\$24.73	6772 495.117	SPOE
Karleen Markowicz Case Aid	\$9.79	\$10,176.40	\$2,747.63	\$0.00	\$0.00	\$814.11	\$13,738.14	\$13.21	6772 495.123	
Diana Davis Case Aide	\$10.87	\$19,775.90	\$5,339.49	0.00	0.00	\$1,582.07	\$26,697.47	\$14.67	6773	C1, C2 SNAP
Joe Campanaro Case Management	\$12.61	22,947.27	\$6,195.76	1,000.00	200.00	\$1,835.78	\$32,178.81	\$17.68	6774	EISEP
Carley Moynihan Case Management	\$12.09	\$22,000.00	\$5,940.00	\$1,200.00	\$250.00	\$1,760.00	\$31,150.00	\$17.12	6774 49599	EISEP
Todd Grover Weath, Bill Payer Coord	\$13.74	\$25,000.00	\$6,750.00	\$1,200.00	\$250.00	\$2,000.00	\$35,200.00	\$19.34	6772 495123	EISEP
Asmira Pehlic Case Management	\$12.67	\$23,057.10	\$6,225.42	\$1,200.00	\$250.00	\$1,844.57	\$32,577.09	\$17.90	6774	EISEP

North Utica Appendix C
2011

<u>Title/Name</u>	<u>Hr. Rate</u>	<u>Salary</u>	<u>Fringe @ 27%</u>	<u>Mileage</u>	<u>Training</u>	<u>Admin @ 8%</u>	<u>Total Cost</u>	<u>Unit Cost</u>	<u>Cost Cntr</u>	<u>Prgrm</u>
Lisa Houghmaster Case Aid	\$10.02	\$18,236.95	\$4,923.98	\$0.00	\$0.00	\$1,458.96	\$24,619.88	\$13.53	6774	EISEP MA
Joi Morris Case Aide	\$9.29	\$16,899.75	\$4,562.93	\$0.00	\$0.00	\$1,351.98	\$22,814.66	\$12.54	6774 49599	MA
Susanne Cookinham Caregiver Case Aide	\$9.29	\$16,899.75	\$4,562.93	\$0.00	\$0.00	\$1,351.98	\$22,814.66	\$12.54	6774 49599	MA
Vacant Case Management	\$12.09	22,000.00	\$5,940.00	1,200.00	250.00	\$1,760.00	\$31,150.00	\$17.12	6774 49599	MA
Kim St Louis Case Management	\$12.09	\$22,000.00	\$5,940.00	\$1,200.00	\$250.00	\$1,760.00	\$31,150.00	\$17.12	6774 49599	EISEP
Vacant Fiscal Program Assistant	\$12.64	\$23,000.00	\$6,210.00	\$0.00	\$0.00	\$1,840.00	\$31,050.00	\$17.06		
Mary Ann Dunkentell Case Aide	\$9.29	\$16,899.75	\$4,562.93	\$0.00	\$0.00	\$1,351.98	\$22,814.66	\$12.54	6774 49599	MA
Monica Benton Case Aide	\$9.41	\$17,124.47	\$4,623.61	\$0.00	\$0.00	\$1,369.96	\$23,118.03	\$12.70	6774 49599	MA
Suzanne Mannella F/T EISEP Case Aide	\$11.50	\$20,922.44	\$5,649.06	\$0.00	\$0.00	\$1,673.80	\$28,245.29	\$15.52	6774 49599	EISEP
Alice Moore P/T EISEP Case Aide	\$10.24	\$10,651.82	\$2,875.99	\$0.00	\$0.00	\$852.15	\$14,379.96	\$13.83	6773 495100	C-1
		618,436.34	166,977.81	20,500.00	4,450.00	49,474.91	859,839.06			

APPENDIX D

Job Summaries

1. Case Management

Case Managers provide assistance with the following:

- Information and referrals
- Case assistance
- Benefit counseling
- Health Counseling
- Housing Assistance
- Home Energy Assistance Program (HEAP)
- Screening for Weatherization, Referral and Packaging(WRAP) services
- Assessment for home delivered meals and nutrition services.

2. Community Service Coordinator

- Assist Coordinator and staff with functions such as Case Management, taking and scheduling referrals and all other duties as assigned.

3. Elder Abuse Coordinator

- Oversee the Elder Abuse Coalition and sub-committees
- Case manage all elder abuse cases

4. Case Aid

- Brokering of care with agencies
- Performs clerical and support service for case managers

5. WRAP Case Management/Liaison

- Identifies low income, energy vulnerable elderly households.
- Assesses the level of need, and determines whether to provide services in addition to an assisted referral to WRAP subgrantee.
- Refers non-eligible elderly to other providers.
- Reviews local resources and matches needs and eligibility with available services. Meets with clients face to face to discuss and explain perceived needs, assistance available, and jointly develop a plan of action.
- Coordinates and implements an agreed upon service plan.
- Provides follow-up and closure to the plan, assuring all necessary services have been provided.
- Maintains client and program files.
- Develops local resources and awareness of the program in the community.
- Meets reporting NYSOFA requirements.

6 I & A Coordinator

- Collects and collates current information on the different categories of long-term care services, programs and providers.
- Inputs data onto excel files in an interactive database format.
- Monitors and updates records on a regular basis
- Coordinates with other agencies on a regular basis

7. Fiscal Program Assistant

- Assist Fiscal Supervisor with the maintenance of various accounts and budget preparation
- Supervises in the compilation and the preparation of payroll
- Assists with audit/fiscal monitoring of program funds

8. Utica Team Supervisor

- Coordinates the staff activities of the Office for Aging/Continuing Care;
- Supervises the work of OFA/OCC Program Staff (OFA/OCC Case Management staff, Case Aides; clerical staff);
- Review employees written and field work;
- Evaluates employee's performance;
- Monitors service delivery outcomes to assure prompt, comprehensive and effective client service;
- Identifies system deficiencies and assists the Director in program and policy development to meet those needs;
- Manages client problems and crisis situations.

ONEIDA COUNTY OFFICE FOR THE AGING
PROPOSED BUDGET REQUEST

Appendix E

Contractor Name: North Utica Senior Citizens Community Center, Inc
 Address: 50 Riverside Dr
Utica, NY
 Phone: 724-2430
 Prepared by: _____

PROGRAM / SERVICE: _____

Contract Period: 1/1/2011 - 12/31/2011

BUDGET SUMMARY CATEGORY	A. TOTAL BUDGET	B. ADMINISTRATIVE ACTIVITIES	C. DIRECT SERVICE ACTIVITIES
1. PERSONNEL	\$618,437	\$49,475	\$568,962
2. FRINGE BENEFITS	\$166,978		\$166,978
3. CONSULTANTS	\$0		\$0
4. EQUIPMENT	\$0		\$0
5. TRAVEL	\$20,500		\$20,500
6. RENT	\$0		\$0
7. COMMUNICATIONS	\$0		\$0
8. PRINTING/SUPPLIES	\$0		\$0
9. OTHER EXPENSES	\$55,672		\$55,672
10. SUBCONTRACTS	\$0		\$0
11. TOTAL BUDGET	\$861,587	\$49,475	\$812,112
12. ANTICIPATED INCOME	\$0	\$0	\$0
NET TOTAL (11 LESS 12)	\$861,587	\$49,475	\$812,112
13. OFA GRANT	\$800,471	\$49,475	\$750,996
14. CONTRACTOR FUNDS	\$61,116	\$0	\$61,116
15. UNITS	1,820		
UNIT COST FOR THE GRANT (13 DIVIDED BY 15)			

Contract Period: 1/1/2011 - 12/31/2011

1. PERSONNEL	ANNUAL SALARY	%TO	ADMIN	%	DIRECT	SERVICE
Name: C. Nettleton						
Title: Case Mngr						
	\$23,057	8%	\$1,845	92%	\$21,212	
Name: L. Stachow						
Title: Comm. Service Coord						
	\$32,164	8%	\$2,573	92%	\$29,591	
Name: V. Thron						
Title: Case Mngr						
	\$22,000	8%	\$1,760	92%	\$20,240	
Name: B. Fudge						
Title: Case Mngr						
	\$22,000	8%	\$1,760	92%	\$20,240	
Name: B. Kopel						
Title: Case Mngr						
	\$24,586	8%	\$1,967	92%	\$22,619	
Name: J. Salvemini						
Title: Supervisor						
	\$34,996	8%	\$2,800	92%	\$32,196	
Name: D. Percy						
Title: I & A Coord						
	\$25,887	8%	\$2,071	92%	\$23,816	
Name: D. Tuttle						
Title: I & A Assoc, Legal, Transp						
	\$32,263	8%	\$2,581	92%	\$29,682	
Name: K. Palmer						
Title: Elder Abuse Coord						
	\$27,892	8%	\$2,231	92%	\$25,661	
TOTAL PERSONNEL	\$244,845	*	\$19,588	%	\$225,257	

*NOTE: The Dollar amount charged to this program MUST equal the amount on Page 1, Column A, Line 1.

Contract Period: 1/1/2011 - 12/31/2011

I. PERSONNEL	ANNUAL SALARY	%TO	ADMIN	%	DIRECT SERVICE
Name: T. Grover					
Title: WRAP/House Coord, Billpayr					
	\$25,000	8%	\$2,000	92%	\$23,000
Name: K. Markowicz					
Title: Case Aide					
	\$10,176	8%	\$814	92%	\$9,362
Name: D. Davis					
Title: Case Aide					
	\$19,776	8%	\$1,582	92%	\$18,194
Name: J. Campanaro					
Title: Case Mngr					
	\$22,947	8%	\$1,836	92%	\$21,111
Name: A. Mayton					
Title: Case Mngr					
	\$22,000	8%	\$1,760	92%	\$20,240
Name: Asmira Pehlic					
Title: Case Mngr					
	\$23,057	8%	\$1,845	92%	\$21,212
Name: L. Houghmaster					
Title: Case Aide					
	\$18,237	8%	\$1,459	92%	\$16,778
Name: J. Morris					
Title: Case Aide					
	\$16,900	8%	\$1,352	92%	\$15,548
Name: S. Cookingham					
Title: Case Aide					
	\$16,900	8%	\$1,352	92%	\$15,548
TOTAL PERSONNEL	\$174,993	*	\$13,999	%	\$160,994

*NOTE: The Dollar amount charged to this program MUST equal the amount on Page 1, Column A, Line 1.

Contract Period: 1/1/2011 - 12/31/2011

1. PERSONNEL	ANNUAL SALARY	%TO	ADMIN	%	DIRECT SERVICE
Name: M Cushman					
Title: Case Mngr					
	\$22,000	8%	\$1,760	92%	\$20,240
Name: J. Hyde					
Title: Case Mngr					
	\$22,000	8%	\$1,760	92%	\$20,240
Name: C. Moynihan					
Title: Case Mngr					
	\$22,000	8%	\$1,760	92%	\$20,240
Name: K. St. Louis					
Title: Case Mngr					
	\$22,000	8%	\$1,760	92%	\$20,240
Name: M. Dunkentell					
Title: Case Aide					
	\$16,900	8%	\$1,352	92%	\$15,548
Name: M. Benton					
Title: Case Aide					
	\$17,125	8%	\$1,370	92%	\$15,755
Name: S. Mannella					
Title: Case Aide					
	\$20,922	8%	\$1,674	92%	\$19,248
Name: A. Moore					
Title: P/T Case Aide					
	\$10,652	8%	\$852	92%	\$9,800
Name: Vacant					
Title: Fiscal Program Assistant					
	\$23,000	8%	\$1,840	92%	\$21,160
TOTAL PERSONNEL	\$176,599	*	\$14,128	%	\$162,471

*NOTE: The Dollar amount charged to this program MUST equal the amount on Page 1, Column A, Line 1.

Contract Period: 1/1/2011 - 12/31/2011

1. PERSONNEL		ANNUAL SALAR	%TO	ADMIN	%	DIRECT SERVICE
Name:	Vacant					
Title:	Case Mngr					
		\$22,000	8%	\$1,760	92%	\$20,240
Name:						
Title:						
			8%		92%	\$0
Name:						
Title:						
			8%		92%	
Name:						
Title:						
Name:						
Title:						
Name:						
Title:						
Name:						
Title:						
Name:						
Title:						
TOTAL PERSONNEL		\$22,000	*	\$1,760	%	\$20,240

*NOTE: The Dollar amount charged to this program MUST equal the amount on Page 1, Column A, Line 1.

Contract Period: 1/1/2011 - 12/31/2011

2. FRINGE BENEFITS:					
Composite Percentage: <u>27%</u> ^^includes, fica (SS) and Health Ins^^					TOTAL \$166,978
3. Consultants:					
Consultant <small>(List Name & Title for each entry)</small>	Type of Service	Unit Cost <small>(Rate/Hour)</small>	No. of Units <small>(Hour/Session)</small>	Amount	
Name:					
Title:					
Name:					
Title:					
				TOTAL	
4. Equipment: (List only items having a unit cost of \$300 or more. For all equipment rentals, attach copy of agreement.)					
Item And Description <small>(Unit Cost of \$300 or More)</small>	Quantity	Unit Purchase Price	Annual Unit Rental Price	Amount Chargeable to Program	
Briefly describe equipment items with a unit cost of less than \$300.					
					TOTAL \$0
4. Travel (Staff)					
Mileage <u>\$20,500</u> @ <u>\$0.50</u> per mile Tolls & Parking _____ for <u>41,000</u> Miles Public Transportation _____ _____ _____					TOTAL \$20,500
NOTE: See "Other Expenses" for Conferences, Seminars & Training.					TOTAL \$20,500

Contract Period: 1/1/2011 - 12/31/2011

9. Other Expenses: (List specific items and costs.)				
workmens comp, disability ins, liability	<<<Insurance	\$17,372	Medical Exams	\$0
	Bonding	\$	Photocopying	\$0
	Equip, Maint. & Repair	\$	Rubbish Removal	\$0
	Vehicle Maint. & Repair	\$	Data Processing	\$0
Conferences, Seminars & Training		\$5,450	Other (specify below):	
Membership & Subscriptions		\$0	Payroll / HR Expenses	\$31,850
Audit		\$1,000	HIICAP Office on Site	\$0
TOTAL				\$55,672

10. Subcontractors: (List each contract and cost; attach sugcontractor budget necessary.)		
Name	\$	
	\$	
	\$	
TOTAL		\$0

12. Anticipated Income:			
A.	Source	Amount	
1)		\$	
2)		\$	
3)		\$	
4)		\$	
5)		\$	
6)		\$	
B.	Total Income(lines 1-6)	\$	
C.	Less Income used as matching funds	\$	
TOTAL (3 minus 4)			\$0

13. OFA Funds Requested:	
TOTAL	

14. Contractor Funds:		
Source:	Amount	
NU Senior Citizens Comm Center	\$61,116	
	\$	
	\$	
	\$	
Plus: Income used as Matching funds(item 12C)	\$	
TOTAL		\$61,116



Anthony J. Picente, Jr.
County Executive

Oneida County
Office for the Aging & Continuing Care
Website: www.ocgov.net



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

FN 20 10 - 4/14

October 27, 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 submitting the following Amendment between the Oneida County Office for the Aging / Office of Continuing Care located at 235 Elizabeth Street, Utica, New York 13501 and Senior Network Health, LLC located at 2521 Sunset Avenue, Utica, New York 13502 for your review and approval.

The purpose of this Amendment is to renew the original agreement for an additional one (1) year with no other changes to the conditions and terms of that agreement

The terms of this amendment t will commence January 1, 2011 and terminate December 31, 2011.

I am available at your convenience to answer any questions you may have regarding this agreement.

Sincerely,

Michael J. Romano
Director

MJR/grb
Enc.

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

Anthony J. Picente, Jr.
County Executive

Date 11/27/10

2010 NOV 23 PM 3:38

RECEIVED
ONEIDA COUNTY LEGISLATURE

2010 NOV 23 PM 3:38

ONEIDA COUNTY LEGISLATURE

Oneida County Department: Office for the Aging

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators Amendment Summary

Name of Proposing Organization: Senior Network Health, LLC

Title of Activity or Service: Home Delivered Meals

Proposed Dates of Operation: January 1, 2011 – December 31, 2011.

Client Population/Number to be Served: Meals to be provided to clients recommended by Senior Network Health

Summary Statements:

- 1) **Narrative Description of Proposed Services.** The Oneida County Nutrition Program for the Elderly provide home delivered meals to any client recommended by Senior Network Health
- 2) **Program/Service Objectives and Outcomes.** This agency provides an opportunity for homebound seniors in the Senior Network Health Program to receive a nutritious meal each weekday.
- 3) **Program Design and Staffing Level.** N/A

Total Funding Requested: Revenue Account

Oneida County Department Funding Recommendation: \$ Account # A 1975

Proposed funding Source (Federal/State/County): N/A

Cost per Client Served: Revenue generating agreement

Past Performance Data:

Oneida County Department Staff Comments:

AMENDMENT

THIS IS AN AMENDMENT to the year 2009 Agreement # 10039 by and between the SENIOR NETWORK HEALTH, LLC located at 2521 Sunset Avenue, Utica, New York 13502, hereinafter known as "CONTRACTOR": and COUNTY OF ONEIDA, OFFICE FOR THE AGING, located at 235 Elizabeth Street, Utica New York 13501, hereinafter known as the "SUBCONTRACTOR"

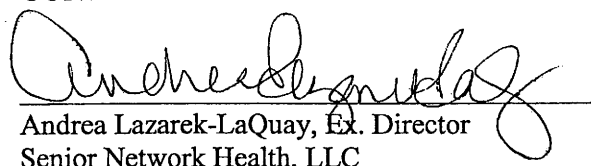
WHEREAS, the parties to this amendment entered into an agreement on January 29, 2009 under Resolution Number 13 which was formally amended on December 16, 2009 under Resolution 2009-445 and intend to amend those documents through this amendment

THE PURPOSE of this Amendment is to renew this agreement for an additional one (1) year commencing January 1, 2011 and terminating December 31, 2011

No other conditions and terms of the original Agreement are changed.


IN WITNESS THEREOF, the parties have here unto set their hand on the date respectively stated.

CONTRACTOR


Andrea Lazarek-LaQuay, Ex. Director
Senior Network Health, LLC

10/19/10
Date

SUBCONTRACTOR


Michael J. Romano, Director
Oneida County Office for the Aging

10/27/10
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

Approved As to Form ONLY:
ONEIDA COUNTY ATTORNEY

BY: 



Anthony J. Picente, Jr.
County Executive

Oneida County
Office for the Aging & Continuing Care
Website: www.ocgov.net



Michael J. Romano
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

October 29, 2010

FN 20 10-415

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Letter of Agreement between the Oneida County Office for the Aging/ Office of Continuing Care and the Presbyterian Residential Community, for your review and approval.

This Agreement is for the provision of Adult Day Services. This agreement will continue to provide community based long term care services to the frail and elderly and save taxpayer dollars by preventing premature nursing home placement. The total amount of this agreement is \$85,000, with 75% State (\$63,750.00) and 25% (\$21,250.00) County funds with no new county dollars involved.

This contract will commence January 1, 2011 and terminate December 31, 2011.

I am available at your convenience to answer any questions you may have regarding this agreement.

Sincerely,

Michael J. Romano
Director

MJR/grb

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 NOV 23 PM 3:49

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

Anthony J. Picente, Jr.
County Executive

Date 11/22/10

**Oneida County Board of Legislators
Contract Summary**

Name of Proposing Organization: **Presbyterian Residential Community**

Title of Activity or Service: Social Adult Day Care

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

Client Population/Number to be Served: Frail elderly age 60+ with functional impairment.

Summary Statements:

1) Narrative Description of Proposed Services.

Social Model Adult Day Services is a structured five hour, five day a week adult day care that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Care. Eligible participants must be age 60 or older and functionally impaired, meaning needing assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring and eating; or needing supervision due to cognitive and /or psycho-social impairment. Services include a noon meal and transportation to and from the program

2) Program/Service Objectives and Outcomes.

- To provide 5-hour per weekday adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, appropriate activities- maintenance and enhancement of daily living skills, caregiver assistance and transportation.
- To provide intergenerational programming to ensure a mutually beneficial social opportunity for program participants and area youth

3) Program Design and Staffing Level

Each adult day service provider will serve OFA authorized participants with a structured 5-hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff, both paid and volunteer, to supervise participants in a safe environment, and the staff will provide appropriate activities and therapies that will enhance the participants general wellbeing.

Oneida County Department Funding Recommendation: \$ 60.00 /day

Proposed Funding Source (Federal/State/County): \$ 85,000.00 ACCT#: A6772.495.116

Federal: \$0 State: 75% (\$ 63,750.00) County: 25% (\$ 21,250.00)

Cost per Client Served: \$60.00 per client per five hour day.

Past Performance Data: The Presbyterian Residential Community has been operating a successful Adult Day Care program for the residents of Oneida County for a number of years.

Oneida County Department Staff Comments:

AGREEMENT

This is an Agreement by and between the **PRESBYTERIAN RESIDENTIAL COMMUNITY**, located at 4300 Middle Settlement Road, New Hartford, New York 13413, hereinafter known as "**CONTRACTOR**"; and **COUNTY OF ONEIDA, OFFICE FOR THE AGING**, located at 235 Elizabeth Street, Utica, New York 13501, hereinafter known as the "**OFFICE**".

WITNESSETH:

WHEREAS, the OFFICE has the primary responsibility for the overall planning and coordination of OFFICE funds including Federal AOA-Older Americans Act Title III, Title V, Title VII; NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, WRAP, LTCOP; and County of Oneida funds.

WHEREAS, the OFFICE has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the OFFICE; and

WHEREAS, the OFFICE will provide technical assistance, upon request, to assist the CONTRACTOR in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

WHEREAS, the CONTRACTOR is willing and able to perform the services required by this Agreement;

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. STANDARD ASSURANCES

A. The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), County of Oneida and the OFFICE, refer to Appendix A.

B. The CONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal/State financial assistance."

C. The CONTRACTOR shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from

participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal/State financial assistance.

E. The CONTRACTOR shall clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the CSEP/III E services received through this Agreement.

F. The CONTRACTOR agrees to hire qualified persons as specified in the respective job description(s), and to maintain the number of staff workers specified in the personnel section of the proposal. If personal care services are provided these will be performed by an individual who holds a Personal Care Aide, or Certified Nurses Aide certificate.

G. When appropriate, the CONTRACTOR shall attempt to recruit volunteers into the program to assist staff and clients.

H. The CONTRACTOR shall obtain, and submit to the OFFICE, three (3) copies of mutually signed, written Agreements existing between the CONTRACTOR and other service providers providing support to this contracted program.

I. The CONTRACTOR understands that all equipment acquired with CSEP/III E funds shall remain the property of the OFFICE; if the contract and/or program is terminated, the OFFICE shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.

J. The CONTRACTOR agrees that all program, public information materials, or other printed or published materials on the services funded by CSEP/III E will give due recognition to the Administration on Aging, New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. . (I.e., *"This program is supported by Oneida County Office for the Aging, New York State Office for the Aging, and the Administration on Aging."*). The CONTRACTOR should forward copies of all materials to the OFFICE at the end of each month

2. FISCAL REQUIREMENTS

A. The CONTRACTOR shall keep CSEP/III E funds separate; further, state and federal funds shall not be used as local share (match).

B. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the OFFICE Voucher Instructions.

C. The OFFICE will be responsible for sending monthly donation letters and collecting participant contributions for all participants who attend Office for the Aging / Office of Continuing Care funded day care program. Any contributions received by the CONTRACTOR for Office for the Aging / Office of Continuing Care funded participant, directly, will be reported and deducted on monthly vouchers by the CONTRACTOR.

D. The CONTRACTOR shall report to the OFFICE any and all additional moneys or program income (contributions, donations,) given to the CSEP/IIIE supported programs. "Program income means gross income received by the subcontractor directly generated by a (OFFICE) grant supported activity, or earned as a result of the (OFFICE) grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The CONTRACTOR shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements, other grants, within its program budget.

F. The OFFICE shall conduct periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The CONTRACTOR shall agree to have an independent audit conducted for the contracted program if it has been a CONTRACTOR for two (2) years or more; a copy of the audit shall be submitted to the OFFICE upon completion of the program/fiscal audit conducted by the outside auditor.

H. The CONTRACTOR shall maintain fiscal records for six (6) years and shall make them available for OFFICE review upon request.

I. The CONTRACTOR shall cooperate with the close-out audit that is required when the contract is terminated.

J. The CONTRACTOR shall follow close-out procedures administered by the OFFICE in accordance with the Code of Federal Regulations 45-74, as amended 1980.

3. INSURANCE COVERAGE REQUIREMENTS

A. The CONTRACTOR shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, or independent subcontractors, and shall hold harmless and indemnify the OFFICE and County of Oneida from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default of the CONTRACTOR, its officers, trustees, agents, servants, volunteers or independent subcontractors; the CONTRACTOR shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the CONTRACTOR or not.

B. The CONTRACTOR shall carry paid up insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

C. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the OFFICE as party insured thereunder, and shall provide that in the event of cancellation thereof the OFFICE shall be notified at least thirty (30) days in advance thereof, the CONTRACTOR shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period

4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of OFFICE CSEP/IIIE funded programs, comply with the Definition of Services, September 1996, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the OFFICE with timely information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS).

C. The CONTRACTOR shall maintain appropriate client records on each participant who receives services through this CSEP/IIIE supported program; the OFFICE shall have access to the client records upon request.

D. The CONTRACTOR shall provide the OFFICE with required monthly, quarterly, periodic, and/or special reports and shall submit all reports to the OFFICE by the dates specified.

E. The CONTRACTOR shall submit a final Program Summary Report to the OFFICE within thirty (30) days of the end of the program year; the report shall cover the achievement of program outcomes.

F. The CONTRACTOR will report service units according to New York State Office for the Aging definition of services, as appropriate and applicable relative to the scope of service provided through this agreement. The OFFICE shall provide the CONTRACTOR with current service definitions and appropriate reporting forms within 30 days of execution of this agreement

5. GRIEVANCE PROCEDURES

A. The CONTRACTOR agrees to implement the OFFICE's grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in Appendix B.

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the OFFICE agree to coordinate service activities and referrals with other service providers to ensure that older residents of Oneida County with the greatest economic and social needs (target groups) are being met.

B. The CONTRACTOR agrees to comply with policies ensuring client confidentiality, as established by the New York State Office for the Aging (SOFA) and the OFFICE, when information sharing between agencies is crucial to the client's well being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

C. The CONTRACTOR and the OFFICE will work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

7. CONTRACT CANCELLATION

A. The Agreement may be canceled by the OFFICE for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement; the CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The CONTRACTOR and the OFFICE reserve the right to cancel the Agreement upon sixty (60) days written notice to the other party.

C. The CONTRACTOR agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and moneys expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the OFFICE.

D. The CONTRACTOR shall coordinate with the OFFICE and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being; other services shall be substituted and/or coordinated on the clients' behalf.

8. CONTRACT RENEWAL

The OFFICE and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

10. COMPLIANCE WITH REGULATIONS

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 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 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 the Oneida-Herkimer Solid Waste Authority facilities.

11. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Contractor, agrees that, to the extent the CONTRACTOR is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and

Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

12. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

The Contractors 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.

A. 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 Contractor certifies that:

1. 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.
2. 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.
3. 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.

B. 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;

1. The Contractor 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
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

C. DRUG-FREE WORKPLACE (CONTRACTOR 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-

- 1. The Contractor 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 Contractor'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 Contractor'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 contract 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 contract, 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 notice of such conviction. Employers of convicted employees must provide notice, including position title, to the Office.
- (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),(f).

D. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

DRUG-FREE WORKPLACE (CONTRACTORS 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 contract, 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 contract; 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 the Office.

13. SOCIAL ADULT DAY CARE SERVICES

A. The CONTRACTOR agrees as part of the terms and conditions of this Agreement to comply with the State of New York's Social Adult Day Care Regulations, Executive Law, Article 19-J, Part 6656, effective January 1, 1995, and to comply with the OFFICE's 2000 Policy and Procedure Manual.

B. The CONTRACTOR agrees to provide Social Model Adult Day Services to frail individuals as authorized by the OFFICE and its designated agents. The target population served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are: 1) residing in rural areas, 2) with greatest economic need (with particular attention to low-income minority individuals); 3) with greatest social need (with particular attention to low-income minority individuals); 4) with severe disabilities; and 5) with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

C. The CONTRACTOR agrees to provide services in Oneida County.

D. The CONTRACTOR agrees to provide Social Adult Day Services as defined by the 1995 Social Adult Day Care Program Regulations, Executive Law, Article 19-J Part 6656:

1. A structured, comprehensive program which provides functionally impaired individuals with the required components of socialization; supervision and monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period;
2. "Functionally impaired" means needing the assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, or eating; or needing supervision due to cognitive and/or psycho-social impairment.
3. "Nutrition" means providing nutritious meals for participants who are attending the program at normal meal times; meals are to be consistent with the standards set forth in the Regulations for a Nutrition Program for the Elderly site and as established by the Area Agency on Aging; and offering snacks and liquids for all participants at appropriate times.

E. The CONTRACTOR agrees that all participants will receive services only in accordance with an individualized **written** Service Plan that is based on the COMPASS assessment, and will specify the individual participant outcomes expected from the provision of social adult day care services; and the Service Plans will be reevaluated at a minimum annually.

14. OTHER SPECIFICATIONS

A. As specified in State of New York's Social Adult Day Care Program Regulations, all of the CONTRACTOR's adult day care personnel, both paid and volunteer, will attend six (6) hours of training annually, and new program employees or volunteers will receive at least twenty hours of group, individual and/or on-the-job training.

- B. The CONTRACTOR's personnel should keep abreast of new developments in the field of Gerontology and community based social adult day care; attendance at relevant local, state or national training is encouraged.
- C. The CONTRACTOR and OFFICE agree to hold periodic coordinating meetings as needed.
- D. The CONTRACTOR and OFFICE agree to work cooperatively to develop a comprehensive adult day services for Oneida County.
- E. The CONTRACTOR agrees to make a good faith effort to recruit interns from the local colleges' student intern programs.

15. REIMBURSEMENT FOR SERVICES

- A. It is agreed and understood by all parties that the OFFICE will reimburse the CONTRACTOR for Social Adult Day Care Services which are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support IIIIE grants.
- B. The OFFICE agrees to reimburse the CONTRACTOR **\$60.00 per day (\$ 6.00 per ½ hour or \$12.00 per hour)** which will include program, meals and transportation. A full day of programming is defined as five (5) hours, but the CONTRACTOR may bill in ½ hour increments when the client is attending less than five (5) hours per day. If additional services are pre-approved by the OFFICE, the following reimbursement schedule will be used: Shopping: \$10.00 per trip, Laundry \$ 4.00/load.
- C. The OFFICE funds are contingent upon availability of State and County of Oneida funding; reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions.
- D. The CONTRACTOR agrees that this Agreement will not be subcontracted or assigned. The terms and conditions of this Agreement will commence January 1, 2011 and terminate December 31, 2011.

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process**Filing a Grievance**

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.



November 15, 2010

FN 20 10-416

EDUCATION, YOUTH

WAYS & MEANS

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

Dear County Executive:

In reviewing the Students in Other Community Colleges cost center it is estimated there will be a shortfall for the year of approximately \$100,000. This is a result of more students opting to attend other community colleges instead of attending Mohawk Valley Community College and increases in the tuition reimbursements throughout New York State.

Fortunately, there is an estimated surplus in the Herkimer County Community College budget which will cover the estimated shortfall.

I therefore request your Board approval for the following 2010 fund transfer:

TO:

AA# A2490.4943- Students in Other Community Colleges, Onondaga CCC. \$100,000.

FROM:

AA# A2490.4942 - Students in Other Community Colleges, Herkimer CCC..... \$100,000.

Respectfully submitted,

Thomas B. Keeler
Budget Director

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 NOV 23 PM 3:50

Attach.

Cc: County Attorney
Comptroller
Budget Director

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

Anthony J. Picente, Jr.
County Executive

Date 11/22/10



David L. Mathis
Director, Workforce Development

Anthony J. Picente, Jr.
Oneida County Executive

November 9, 2010

FN 20 10-417

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

EDUCATION, YOUTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY EXECUTIVE
2010 NOV 23 PM 3:01

Dear County Executive *Anthony* Picente:

Attached for your approval are five (5) copies of an Agreement that has been reviewed and is recommended for your signature, together with four (5) copies of the New York State Division of Criminal Justice Services (DCJS) Project Award Documents which also require your signature.

The attached Agreement is with the Workforce Investment Board of Herkimer, Madison, and Oneida Counties, Inc. to continue to assist Oneida County Workforce Development in the provision of services to participants served under the Local Re-Entry Task Force Enhancement grant. Oneida County Workforce Development received a grant from the NYS DCJS to provide various program components with a goal to reduce recidivism in local jurisdictions. Workforce Development has subcontracted the administration of this program with the Workforce Investment Board. The money for this program comes from a Re-Entry Task Force Enhancement Grant and its goal is to expand services to returning offenders and parolees. This will continue to be accomplished through improved coordination and collaboration among local criminal justice, social services, educational, health and mental health systems. Under this Agreement the Workforce Investment Board will continue to have the responsibility of overseeing the total grant. It will contract with service providers and make appropriate payments for services rendered.

The attached five (5) copies of the Division of Criminal Justice Services Project Award Documents represent the contractual mechanism by which the actual grant money is transferred. Your signature is required as Chief Elected Official.

This Agreement will run from July 1, 2010 to June 30, 2011 and is for a total of \$175,100. It is completely funded by the New York State Division of Criminal Justice Services. **No Oneida County tax dollars will be used to cover the costs of this Agreement.**

Approval of the Oneida County Board of Legislators is required for you to sign the Agreement and the Project Award Documents.

Upon approval of the Board of Legislators, please sign and date the attached copies of the Agreement as well as the attached copies of the Project Award Documents where clipped, and return them to Anthony Ricci of my staff (ext. 5908).

If you have any questions, please feel free to contact me.

Sincerely yours,

David Mathis
David L. Mathis, Director
Oneida County Workforce Development

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

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

Date 11/22/10



PROPOSAL SUMMARY SHEET

Name of Proposing Organization: Workforce Investment Board
Title of Activity or Services: Re-Entry Task Force Enhancement Program Administration
Proposed Dates of Operations: July 1, 2010 – June 30, 2011
Number to be served: 100 Recently Paroled Ex-Offenders

SUMMARY STATEMENTS:

- 1) The Oneida County Re-Entry Task Force will broaden its existing coalition of groups supporting re-entry, provide enhanced services to meet the needs of offenders returning to Oneida County from prison, strengthen links with justice system agencies, and develop community partnerships through the leadership of dedicated staff.
- 2) The Workforce Investment Board of Herkimer, Madison and Oneida Counties will continue to assist Oneida County Workforce Development in the provision of services to participants served under the Local Reentry Task Force Enhancement Grant. Oneida County Workforce Development received a grant from the New York State Division of Criminal Justice Services to provide various program components with a goal to reduce recidivism in local jurisdictions.
- 3) OCWD has subcontracted the administration of this program with the Workforce Investment Board (WIB). The money for this program comes from an RTF Enhancement Grant and its goal is to expand services to returning offenders and parolees. This will be accomplished through improved coordination and collaboration among local criminal justice, social services, educational, health and mental health systems.
- 4) Under this Agreement the WIB will have the responsibility of overseeing the total grant. It will contract with service providers and make appropriate payments for services rendered.

Total Program Funding: \$175,100
Funding Source: NYS Division of Criminal Justice Services
Cost Per Client Served: \$ N/A as needs of each individual may vary
Past Performance Served: Program is currently ongoing.

ONEIDA COUNTY WORKFORCE DEVELOPMENT
WORKFORCE INVESTMENT BOARD
OF HERKIMER, MADISON AND ONEIDA COUNTIES INCORPORATED
NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES
LOCAL RE-ENTRY TASK FORCE ENHANCEMENT GRANT

GRANT # RE10-1025-D00 CFDA# 16.579 PY 2010

RE-ENTRY TASK FORCE ENHANCEMENT PROGRAM ADMINISTRATION

(AWARD YEAR JULY 1, 2010 - JUNE 30, 2011)

This Agreement is entered into by and between

ONEIDA COUNTY WORKFORCE DEVELOPMENT with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501, (hereinafter referred to as the OCWD), and the

WORKFORCE INVESTMENT BOARD OF HERKIMER, MADISON, AND ONEIDA COUNTIES INCORPORATED with its offices and principal place of business located at 800 Park Avenue, Utica, New York 13501, (hereinafter referred to as the WIB),

W I T N E S S E T H

WHEREAS, OCWD received a grant of funds from the New York Division of Criminal Justice Services (NYSDCJS) to expand the reintegration and treatment services for returning offenders and parolees taking part in the Local Reentry Task Force Initiative that will reduce recidivism and increase public safety, and

WHEREAS, OCWD desires to enter into an Agreement with the WIB for the administration of the Re-Entry Task Force Enhancement Program which will provide eligible offenders and parolees with various services,

NOW THEREFORE, the WIB agrees to perform the functions set forth under the terms and conditions established in this Agreement under the authority and scope of the Local Reentry Task Force Enhancement Grant as follows:

1. **TERM.** The term of this Agreement shall commence on July 1, 2010 and expire on June 30, 2011.
2. **THE WORK.** The WIB agrees to perform the activities described in the Program Narrative of this contract (Exhibit A), attached hereto and made a part of this Agreement.
3. **COSTS.**

A OCWD agrees to expend an amount up to, but not to exceed one hundred seventy-five thousand, one hundred and 00/100 dollars (\$175,100.00) to be paid to the WIB for allowable costs incurred in the performance of this Agreement, as described in the Budget Information Summary, Exhibit B.

B. Payments from OCWD to the WIB in consideration of WIB's costs shall be made upon receipt of cost reports submitted each month to OCWD.

C. Upon termination of this Agreement and based upon a final statement of costs and performance, the WIB will either refund to OCWD any unencumbered monies in its possession, or if the total costs exceeds the amount advanced, the WIB will submit a bill for the amount due.

4. MODIFICATIONS. OCWD reserves final decision-making authority over all proposed modifications, major or minor, to this contract. All modifications to the term, purpose, budget line expenditures or contract amount must be made by amendment to this contract and signed by both the WIB and OCWD.

B. If necessary, appropriate modifications to this Agreement shall be made to include any changes mandated by Federal, State or Local Regulations.

5. RECORDS AND REPORTING.

A. The WIB shall record all costs incurred in the fulfillment of the terms of this Agreement. It is agreed that to receive payment OCWD's standard voucher will be submitted in triplicate on a monthly basis to OCWD.

B. If requested by OCWD, the WIB is responsible for providing monthly reports to OCWD, including participant characteristics, financial records, and other program operation information. Such reports shall be submitted to OCWD on forms provided by the same, no later than the tenth (10th) calendar day following the close of the month.

6. CONDITIONS.

A. The WIB will abide by all applicable terms and conditions imposed and required by any Agreement between OCWD and NYSDCJS, especially the Local Reentry Task Force Initiative, and further will abide by all subsequent revisions and modifications, as published, to set forth administrative and statutory changes imposed on it by the NYSDCJS or OCWD.

B. The NYSDCJS is not a party hereto and no legal liability on the part of the New York State government is implied under the terms and conditions of this subcontract; any liabilities, legal actions or disputes as may arise under this subcontract are between the parties hereto.

C. Officers, agents, directors and employees of the WIB covenant and agree that they will conduct themselves consistent with such status: that they will neither hold themselves out as, nor claim to be, officers or employees of OCWD or its agents, and they 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 OCWD or its agents, including, but not limited to Worker's Compensation coverage, insurance benefits, Social Security coverage or retirement membership or credit.

D. Further the WIB shall comply with all Federal, State and local Regulations relative to the performance of this Agreement, shall relieve OCWD its agents, officers and employees from liability for consequent damages to life or property caused as a result of damage, injury or other action by the WIB, direct or indirect, and shall indemnify and save harmless OCWD, its agents, officers and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or including damages to life or property caused as a result of damage, injury, or other action by the WIB, direct or indirect. The WIB shall indemnify and save harmless OCWD, its agents, officers, and employees from all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons, and/or for all property damages of another resulting from non-compliance, unskillfulness, willfulness, negligence or carelessness in the performance of services provided for in this Agreement, or by or on account of any direct or indirect act or omission of the WIB, its agents, or its employees.

7. ANTIDISCRIMINATION. No person on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship/status as a lawfully admitted immigrant authorized to work in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with funds made available under the Local Reentry Task Force Enhancement Grant.

8. RESERVATION. All powers not explicitly vested in the WIB by this Agreement remain with OCWD.

9. DISPUTES. In the event a dispute arises concerning any portion of this Agreement or the performance related thereto between OCWD and the WIB, it is agreed that a reasonable effort will be made to resolve the dispute through administrative means and negotiations. It is further understood and agreed that any and all Federal, State and local laws pertaining to the resolution of disputes resulting from the performance of this Agreement shall apply.

10. TERMINATION.

A. Either OCWD or the WIB may terminate this Agreement without penalty upon two weeks written notice of its intention to terminate, including a statement of specific grounds for the request for termination. OCWD is subject to compliance with the applicable rules and regulations of NYSDCJS, as the same applies to any work to be performed under this Agreement. Any termination is subject to the payment to the WIB of all reasonable costs expended to date of termination, or refund by the WIB of unexpended and uncommitted funds advanced to the WIB.

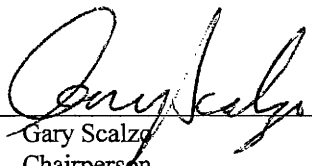
In the event that the NYSDCJS terminates its Agreement with OCWD, or imposes restrictions in funding or a freeze of operations, OCWD shall be entitled to a waiver of the two-week notice requirement discussed in Section 10. A., and shall immediately notify the WIB in writing of such action. Upon receipt of such notice, the WIB shall immediately comply with and implement such OCWD direction.

IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned and the parties hereto have caused this Agreement to be executed by their duly authorized agents.

For Oneida County Workforce Development

For The Workforce Investment Board

BY Anthony J. Picente, Jr.
Oneida County Executive

BY 
Gary Scalzo
Chairperson

DATE

DATE 10-26-10

Approved As To Form

BY Oneida County Attorney

DATE

EXHIBIT A
PROGRAM NARRATIVE

The Workforce Investment Board of Herkimer, Madison and Oneida Counties will continue to assist Oneida County Workforce Development in the provision of services to participants served under the Local Reentry Task Force Enhancement Grant. Oneida County Workforce Development received a grant from the New York State Division of Criminal Justice Services to provide various program components with a goal to reduce recidivism in local jurisdictions. OCWD has subcontracted the administration of this program with the Workforce Investment Board (WIB). The money for this program comes from an RTF Enhancement Grant and its goal is to expand services to returning offenders and parolees. This will be accomplished through improved coordination and collaboration among local criminal justice, social services, educational, health and mental health systems.

Under this Agreement the WIB will have the responsibility of overseeing the total grant. It will contract with service providers and make appropriate payments for services rendered. (See attached background information.)

Grant Application

Reentry Task Forces and Enhanced Services

Project No.

Grantee Name

RE10-1025-D00

Oneida County

10/14/2010

Project Title: Oneida County Re-Entry Task Force	
Contacts	
Hon. Anthony J. Picente jr. County Executive 800 Park Avenue Utica, NY 13501 Phone:(315) 798-2390, Ext: Fax: Email:jasmith@ocgov.net	Project Start: 07/01/2010 Project End: 06/30/2011 Project Period Years 1 Months 0 Submission Date 07/15/2010
David Tomidy Director Boehlert Center at Union Station 321 Main Street Utica, NY 13501 Phone:315-798-5914, Ext: Fax:	EIN: 15-6000460 Municipality No: 300100000 000 Dun & Bradstreet No: Charities Registration No: _ Not For Profit _ Sectarian Entity
Mr. David Mathis Director 209 Elizabeth Street Utica, NY 13501 Phone:(315) 798-5908, Ext: Fax:(315) 798-5909 Email:dmathis@ocgov.net	County: Oneida Region: Mohawk Valley
Mr. David Mathis Director 209 Elizabeth Street Utica, NY 13501 Phone:(315) 798-5908, Ext: Fax:(315) 798-5909 Email:dmathis@ocgov.net	BUDGET SUMMARY Grant Funds: \$175,100.00 100.00% Matching Funds \$0.00 0.00% Total Funds \$175,100.00

Grant Application**Reentry Task Forces and Enhanced Services**

Project No.
RE10-1025-D00

Grantee Name
Oneida County

10/14/2010

Summary Description of Project

Oneida County will continue its highly successful Re-Entry Task Force to help high-risk parolees re-enter the community

Federal Program Purpose Area

Program Purpose Code	Description
----------------------	-------------

Participants

Participant Name	Type	Comments
Oneida County	Grantee	

Contacts for Oneida County

Contact Name	Type	Phone
Hon. Anthony J. Picente jr.	Alternate	(315) 798-2390

Participant Name	Type	Comments
Oneida County Probation Department	Implementing Agency	

Contacts for Oneida County Probation Department

Contact Name	Type	Phone
David Tomidy	Primary	315-798-5914

Participant Name	Type	Comments
Oneida Co. Office of Workforce Development	Other	

Contacts for Oneida Co. Office of Workforce Development

Contact Name	Type	Phone
Mr. David Mathis	Primary	(315) 798-5908
Mr. David Mathis	Fiscal	(315) 798-5908
Hon. Anthony J. Picente jr.	Signatory	(315) 798-2390

Grant Application

Reentry Task Forces and Enhanced Services

Project No.

Grantee Name

RE10-1025-D00

Oneida County

10/14/2010

Work Plan

Goal:

All County Re-entry Task Forces (CRTFs) will work to achieve the following stated goals of re-entry: (1) to assist individuals released from prison with obtaining services; (2) to conduct strategic planning and improve system-wide coordination; and (3) to conduct public education and outreach. The following performance standards set forth what the CRTFs should achieve. These are minimum standards. While DCJS takes the position that these are achievable objectives, circumstances unique to each CRTF may be such that one or more of these measurables may not be obtainable during the period of this grant. In such instances, the CRTF will have the opportunity to provide quarterly narratives that detail and explain the reasons for not achieving the prescribed outcome. DCJS will then work with the CRTF to help eliminate this condition so that the objective or objectives become achievable. The extent to which each CRTF meets their standards will be considered in future funding decisions

Objective #1

Each CRTF will establish a formal organizational and committee structure to assist each county in developing and implementing effective strategies to further the three goals of re-entry.

Task #1 for Objective #1

Each CRTF will develop policies and procedures that clearly define the goals of the CRTF, including the roles and responsibilities of its members.

Performance Measure

1 Each CRTF is required to submit all policies and procedures to be approved by DCJS, including a list of task force members and their roles and responsibilities by December 31, 2010.

Task #2 for Objective #1

Each CRTF will create: a steering committee to provide strategic planning and to eliminate local barriers to re-entry; a services committee to foster the effective delivery of services to its participants; and a public education committee to conduct education and outreach events.

Performance Measure

1 Provide DCJS with a membership list for each committee.

Objective #2

Each Country Re-entry Task Force will serve the re-entry population, with a focus on high-risk offenders.

Task #1 for Objective #2

The CRTF will coordinate with Parole to identify appropriate referrals for at least 30% of individuals released to parole supervision within the county, or ten parolees monthly, whichever is greater. Other referrals can be accepted at the discretion of the CRTF.

Performance Measure

1 Provide DCJS with the number of individuals served monthly, by type of referral.

Task #2 for Objective #2

At least 85% of individuals referred by Parole and accepted by the CRTF will be offenders who have at least a 50% percent chance of re-arrest within two years following their release (identified by a DCJS risk score of 4 or more). While the CRTF may serve offenders who have a risk score of three or lower, this percentage of individuals should represent no more than 15% of the total population served.

#	Performance Measure
1	Provide DCJS with the risk scores of those served monthly.

Task #3 for Objective #2
 The CRTF will conduct a needs assessment for all CRTF participants (beginning November 1) on a form developed by DCJS if a formal assessment is not made available by Parole. The intake assessment will help identify the specific needs for each participant, including housing, treatment for substance abuse, cognitive behavioral therapy and others. If Parole has completed and shared a COMPAS risk and needs assessment and/or a Transition Accountability Plan (TAP) with the task force, a second assessment is not needed.

#	Performance Measure
1	Provide DCJS with the number of assessments completed by CRTF monthly; number of COMPAS assessments received from Parole monthly; number of TAPs received from Parole monthly.

Task #4 for Objective #2
 The CRTF will create a written plan for each task force participant that reflects his/her needs as determined by the assessment, which may include enrollment and participation in: a vocational training or job-readiness program; educational program; substance abuse treatment; cognitive behavioral treatment; or another approved program.

#	Performance Measure
1	Provide DCJS with the number of plans completed monthly.

Objective #3

Effective case planning and management that ensures that the needs of program participants are identified and met.

Task #1 for Objective #3
 The CRTF will make referrals to the services identified in the plan.

#	Performance Measure
	Task #2 for Objective #3
	The CRTF will make referrals to the services identified in the plan.

#	Performance Measure
1	Provide DCJS with the number of individuals referred monthly, and the type of program referrals made.

Objective #4

Identify and eliminate local barriers to re-entry.

Task #1 for Objective #4

The CRTF will conduct a comprehensive annual assessment of the re-entry resources that are available in their county and identify the gaps that need to be filled to meet the needs of the re-entry population. The CRTF will provide quarterly updates to DCJS on any new needs that have been identified as well as any progress made in obtaining new resources.

#	Performance Measure
1	Annual assessments will be submitted to DCJS. Quarterly assessments will describe progress made in obtaining new resources.

Task #2 for Objective #4
 Each CRTF will utilize its steering committee to reduce barriers to re-entry and enhance available services that address the criminogenic and stability needs of the formerly incarcerated.

#	Performance Measure
1	The Steering Committee shall meet monthly and submit the attendance roster for each meeting to DCJS.

Objective #5

Improve the public's understanding of re-entry related issues and efforts that are being made to improve outcomes for the formerly incarcerated. Build more partnerships to enhance the local capacity to deliver re-entry services.

Task #1 for Objective #5
 The CRTF will make efforts to improve public awareness of local re-entry efforts by holding at least two approved public education events.

#	Performance Measure
1	The CRTF will report on public education events held each quarter to DCJS.

Task #2 for Objective #5
 The CRTF will hold at least two approved outreach events in order to build new partnerships to expand local capacity to provide re-entry related services (e.g., housing, employment, mentoring).

#	Performance Measure
1	The CRTF will report on outreach events held each quarter to DCJS.

Grant Application**Reentry Task Forces and Enhanced Services****Project No.****Grantee Name**

RE10-1025-D00

Oneida County

10/14/2010

Specific Questions**Question #1**

How does the reentry task force prioritize case management for „high risk“ returning individuals?

Answer**Question #2**

Clearly explain how the county will use enhanced services funds to provide services relating to the following criminogenic needs:

- a. Anti-social attitudes and thoughts
- b. Anti-social associates
- c. Anti-social personality and temperament:
- d. Troubled family factors
- e. Difficulties in school and/or work settings
- f. Harmful recreational activities and/or use of leisure time
- g. Substance abuse

Answer**Question #3**

Clearly explain how the county will use enhanced services funds to provide services relating to the following stability needs:

- a. Public Assistance
- b. Housing
- c. Employment
- d. Education

Answer**Question #4**

Describe the accomplishments of the reentry task force in the past year in relation to the following three required activities for reentry task force funding. Responses to this question must address progress made toward implementing an evidence-based reentry system as envisioned under the TPC model.

- a. Reentry system change
- b. Individual case management
- c. Public outreach and/or education efforts

Answer**Question #5**

Describe the reentry task force's plan to continue to the three required activities (i.e. reentry system change; individual case management; and public outreach and/or education efforts) during the grant period. In what ways does the reentry task force intend to enhance these activities based upon lessons learned during the prior funding period(s)?

Answer

Question #6

Describe the successes and challenges experienced by the Reentry Coordinator in the execution of his/her responsibilities during the prior funding period(s). How does the applicant plan to enhance the successes and/or address the challenges experienced?

Answer

Question #7

Describe specific reintegration issues experienced by your county. Include references to key policies and practices affecting transition that are currently in place and describe the extent to which they support an evidence-based reentry system.

Answer

Question #8

Describe the reentry task force's plan for conducting in-reach to support a state reentry correctional facility and/or other state correctional facility. Please attach a separate budget with appropriate justification to support these efforts.

Answer

Grant Application**Reentry Task Forces and Enhanced Services****Project No.****Grantee Name**

RE10-1025-D00

Oneida County

10/14/2010

Budget Summary by Participant

Oneida County

Oneida County Probation Department

Oneida Co. Office of Workforce Development

Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	RETF Community Liaison Salary	1	\$31,396.46	\$31,396.46	\$31,396.46	\$0.00
Justification: Salary for full-time Re-Entry Liaison						
2	RETF Coordinator Salary	1	\$50,802.69	\$50,802.69	\$50,802.69	\$0.00
Justification: Salary for full-time Re-Entry Task Force Coordinator						
Total				\$82,199.15	\$82,199.15	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	fringe benefits for liaison	1	\$8,594.00	\$8,594.00	\$8,594.00	\$0.00
Justification: fringe benefits for liaison						
2	Fringe benefits for coordinator	1	\$10,507.00	\$10,507.00	\$10,507.00	\$0.00
Justification: Health insurance, other basic benefits for coordinator						
Total				\$19,101.00	\$19,101.00	\$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Office supplies, phone, postage	1	\$3,529.00	\$3,529.00	\$3,529.00	\$0.00
Justification: Costs for basic office supplies						
2	Cost for IDs for parolees	1	\$1,725.58	\$1,725.58	\$1,725.58	\$0.00
Justification: Project will help parolees get necessary IDs.						
Total				\$5,254.58	\$5,254.58	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Staff travel (mileage)	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
Justification: 4000 miles at 50 cents per mile						
2	Mandated training	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
Justification: Training required per DCJS						

3	Bus Passes and other Local Transportation	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
Justification: To provide bus passes and other transportation in consultation with Parole to ensure compliance with Parole conditions.						
Total				\$8,000.00	\$8,000.00	\$0.00

#	Rental of Facilities	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Office space rental	1	\$5,520.00	\$5,520.00	\$5,520.00	\$0.00
Justification: Office space for task force space: 12 months @ \$460 / month. Must provide lease agreement to DCJS prior to vouchering.						
Total				\$5,520.00	\$5,520.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Mental Health Assessment / Treatment (Prior approval of DCJS is required prior to vouchering.)	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
Justification: this project will reserve funding for health and mental health treatment where needed. Because the services may be contracted for with more than one potential provider, there is no contract for services for the entire line item amount.						
2	Vocational Training (Prior approval of DCJS is required before vouchering.)	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
Justification: offenders who need job and skills training and who are not eligible for training support through other funding streams will be served through this fund.						
3	Counseling Services / CBT (Prior approval of DCJS is required before vouchering.)	1	\$8,980.27	\$8,980.27	\$8,980.27	\$0.00
Justification: Counseling is necessary to help parolees adjust to changing circumstances and avoid criminal behaviors.						
4	Housing services (Prior approval of DCJS is required before vouchering.)	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
Justification: To provide transitional housing and rent payments in consultation with Parole.						
5	Incentives and stipends to support EBP (Prior approval of DCJS is required before vouchering.)	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
Justification: To provide nominal support not to exceed \$50 per parolee for a maximum of 100 people.						
6	Indirect costs for WIB (Prior Approval of DCJS is required prior to vouchering.)	1	\$9,045.00	\$9,045.00	\$9,045.00	\$0.00
Justification: The HMO WIB will administer the revolving fund for rental and other costs; this line item covers WIB costs for providing this service.						

7	Substance Abuse Treatment Services (Prior approval of DCJS is required before vouchering.)	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
Justification: Due to the extent of substance abuse among offenders, this fund can help provide treatment/assessment of parolees not covered through any other funding.						
Total				\$55,025.27	\$55,025.27	\$0.00

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$175,100.00	\$175,100.00	\$0.00

Advance Request

Advance: \$25,000.00

Justification: Funding needs to be on hand to pay for parolee services.

Grant Application**Reentry Task Forces and Enhanced Services****Project No.****Grantee Name**

RE10-1025-D00

Oneida County

10/14/2010

Assurance

NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES OFFICE OF PROGRAM DEVELOPMENT AND FUNDING

Certified Assurances for Federally-supported Projects, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug Free Workplace Requirements; Standard Assurances

The applicant hereby assures and certifies compliance with all Federal and State statutes, regulations, policies, guidelines, and requirements, including OMB Circulars No. A-21, A-87, A-102, A-110, A-122, A-133, , E.O. 12372 (intergovernmental review of federal programs) and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66 or 70 (administrative requirements for grants or programs), Common Rule, that govern the application, acceptance, and use of Federal funds for this federally-assisted project. The applicant also assures and certifies that:

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

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).

4. It possesses legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application); that a resolution, motion, or similar action, has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein and in directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

5. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

6. It will comply with the provisions of Federal law known as the Hatch Act which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC, Section 1501, et seq, as amended).

7. It will comply with the minimum wage and minimum hours provisions of the Federal Fair Labor Standards Act, if applicable.

8. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9. It will give the U.S. Department of Justice, New York State Division of Criminal Justice Service (DCJS) or the New York State Comptroller's Office, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

10. It will comply with all requirements imposed by the U.S. Department of Justice and New York State concerning special requirements of law, program requirements, and other administrative requirements.

11. It will ensure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental Protection

Agency=s (EPA) list of Violating Facilities and that it will notify DCJS of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

12. It will comply with the flood insurance requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102 (a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, AFederal financial assistance@ includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or other form of direct or indirect Federal assistance.

13 It will assist DCJS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593 and the Archeological and Historical Preservation Act of 1966 (16 U.S.C. 496a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, notifying DCJS of the existence of any such properties, and by (b) complying with all requirements established by the Federal Government to avoid or mitigate adverse effects upon such properties.

14. It will comply with the applicable provisions of the Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victim of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs= Financial Guide; and all other applicable Federal laws, orders, circulars, or regulations.

15. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure, Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environment Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.

16. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination. CFR Part 35 and Part 39.

17. It assures that in the event a Federal or State court or Federal or State administrative

agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against applicant, the applicant will forward a copy of the finding to DCJS for transmittal to the U.S. Department of Justice, Office of Civil Rights.

18. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

19. It will 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 pursuant to this agreement. The applicant will indemnify and hold harmless New York State and its officers and employees from claims, suits, actions, damages, and costs of every nature arising out of the provision of federally-funded services.

The applicant is potentially an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of New York State nor make any claim, demand or application to or for any right based upon any different status.

20. It assures that Federal formula grant funds, or the required cash matching funds, will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement and criminal justice activities.

21. It assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which federal funds are made available, shall be in addition to funds that would otherwise be made available for law enforcement and criminal justice activities by recipients of grant funds.

22. It assures that it shall maintain such data and information and submit such reports in such form at such times and containing such data and information as DCJS may reasonably require to administer the program.

23. It agrees that, in compliance with Section 623 of Public Law 102-141, no amount of this award shall be used to finance the acquisition of goods or services (including construction services) that have an aggregate value of \$500,000 or more, unless the recipient:

(a) specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and

(b) expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

24. New York State agency applicants assure compliance with Title V of the Anti-Drug Abuse Act of 1988 and regulations promulgated by the Federal Government to maintain a drug-free workplace.

25. When applicants having 50 or more employees which receive an amount of \$500,000 or more, or \$500,000 in the aggregate, in any fiscal year, are required to formulate and provide

an Equal Employment Opportunity Program (EEOP), in accordance with 28 CFR, subpart e. The applicant agrees to maintain a current one on file and to certify to DCJS that it has a current EEOP on file which meets the applicable requirements. The applicant agrees not to obligate or expend any funds under this grant award until it submits to DCJS for transmittal to the respective federal grantor agency for review and approval by the U.S. Department of Justice, Office for Civil Rights, a copy of the prospective subgrantee's Equal Employment Opportunity Plan (EEOP), or the Statistical Update from the previous year, whichever is appropriate. When an Update only is appropriate, the following information should also be submitted:

(a) The number of complaints of discrimination filed against the subgrant agency within the past year, the final disposition or current status of each complaint, and the nature and issues involved in each active complaint; and

(b) A statement addressing whether or not the subgrant agency is currently operating under an equal employment conciliation agreement and, if so, a copy of that agreement and the most recent monitoring report.

26. It agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the applicant describing programs or projects funded in whole or in part with Federal funds, shall contain the following statement:

'This project was supported by Grant # , awarded by the Office of Justice Programs, U.S. Department of Justice to the State of New York, Division of Criminal Justice Services (DCJS). Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or DCJS.'

The applicant also agrees that one copy of any such publication will be submitted to DCJS to be placed on file and distributed as appropriate to other potential grantees or interested parties. DCJS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the applicant.

27. It will include in its application a signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.

28. If the grant applied for is awarded, it will be provided by the State of New York from funds appropriated under one of the various titles of the Violent Crime Control and Law enforcement Act of 1994 (PL 103-322). The applicant assures that all information contained in the application is correct and that it will abide by all statutes, rules, and regulations of the United States and of New York State affecting the conduct of grantees, as well as to conform to the terms and conditions stated in the contractual agreement.

Certified by - on

Project #: RE10-1025-D00 Reentry Task Forces and Enhanced Services Project Status: Pending Signatures
 Participant: Oneida County

Home Search Open Locked	<table border="1"> <tr> <th>General</th> <th>Participants</th> <th>Budget</th> <th>Work Plan</th> <th>Questions</th> <th>Acceptance</th> <th>Contract Closeout</th> </tr> <tr> <td colspan="7">Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. When you have completed your budget, please go on to the Workplan tab.</td> </tr> </table>	General	Participants	Budget	Work Plan	Questions	Acceptance	Contract Closeout	Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. When you have completed your budget, please go on to the Workplan tab.						
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Go to Attachment Progress Site Review Financial Equipment

Budget Summary

Participant	Grant Funds	Matching Funds	Total
Oneida County	\$0.00	\$0.00	\$0.00
Oneida County Probation Department	\$0.00	\$0.00	\$0.00
Oneida Co. Office of Workforce Development	\$175,100.00	\$0.00	\$175,100.00
Total	100.00%	\$175,100.00	0.00% \$0.00 \$175,100.00

Reports Application Deficiency Contract Award

Advance Request Amount (If not requesting an advance, please skip) \$ 25,000.00

Advance Request Justification (200 character limit)

Funding needs to be on hand to pay for parolee services.

Help Logout

Budget Summary by Participant
Oneida County

Login ID: oneidacounwd
 Oneida County Probation Department

Version 2.1.3

Oneida Co. Office of Workforce Development
 Version 1 - Edit (Click here to add more lines to budget categories)

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	RETF Community Liaison Salary	1	\$31,396.46	\$31,396.46	\$31,396.46	\$0.00	no
2	RETF Coordinator Salary	1	\$50,802.69	\$50,802.69	\$50,802.69	\$0.00	no
Total				\$82,199.15	\$82,199.15	\$0.00	

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	fringe benefits for liaison	1	\$8,594.00	\$8,594.00	\$8,594.00	\$0.00	no
2	Fringe benefits for coordinator	1	\$10,507.00	\$10,507.00	\$10,507.00	\$0.00	no
Total				\$19,101.00	\$19,101.00	\$0.00	

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Office supplies, phone, postage	1	\$3,529.00	\$3,529.00	\$3,529.00	\$0.00	no
2	Cost for IDs for parolees	1	\$1,725.58	\$1,725.58	\$1,725.58	\$0.00	no
Total				\$5,254.58	\$5,254.58	\$0.00	

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Staff travel (mileage)	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	no
2	Mandated training	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	no
3	Bus Passes and other Local Transportation	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	no
Total				\$8,000.00	\$8,000.00	\$0.00	

#	Rental of Facilities	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Office space rental	1	\$5,520.00	\$5,520.00	\$5,520.00	\$0.00	no
Total				\$5,520.00	\$5,520.00	\$0.00	

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Mental Health Assessment / Treatment (Prior approv...	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	no
2	Vocational Training (Prior approval of DCJS is req...	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	no
3	Counseling Services / CBT (Prior approval of DCJS ...	1	\$8,980.27	\$8,980.27	\$8,980.27	\$0.00	no
4	Housing services (Prior approval of DCJS is requir...	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00	no
5	Incentives and stipends to support EBP (Prior appr...	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	no

6	Indirect costs for WIB (Prior Approval of DCJS is...	1	\$9,045.00	\$9,045.00	\$9,045.00	\$0.00	no
7	Substance Abuse Treatment Services (Prior approval...	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	no
Total				\$55,025.27	\$55,025.27	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$175,100.00	\$175,100.00	\$0.00

EXHIBIT B

BUDGET INFORMATION SUMMARY

GRANT # RE10-1025-D00

July 1, 2010 – June 30, 2011

PROGRAM COSTS

A. Staff Costs

1. Re-Entry Coordinator Salary - \$50,802.69
2. Re-Entry Coordinator Fringe Benefits - \$10,507.00
3. Re-Entry Task Force Liaison - \$31,396.46
3. Re-Entry Task Force Liaison Fringe Benefits - \$8,594.00

TOTAL STAFF COSTS

\$101,300.15

B. Sub Contract Costs

1. Housing Services - \$20,000.00
2. Incentives and Stipends - \$5,000
3. Substance Abuse Treatment Services - \$5,000.00
4. Vocational Training Programs - \$2,000.00
5. Counseling Services - \$8,980.27
6. Mental Health Assessment Services - \$5,000.00

TOTAL SUBCONTRACT COSTS

\$45,980.27

C. Supplies, Postage

\$3,529.00

D. IDs for Parolees

\$1,725.58

E. Staff Travel (4,000 miles @ \$.50 per mile)

\$2,000.00

F. Mandated DCJS Training

\$3,000.00

G. Bus Passes and Local Transportation for Parolees

\$3,000.00

E. Office Space Rental (\$460/month x 12 months)

\$5,520.00

E. Indirect Costs (Payroll Services, audit)

\$9,045.00

GRAND TOTAL PROGRAM COSTS

\$175,100.00

ADMINISTRATIVE AND MANAGEMENT CONTROLS OF THE HERKIMER-MADISON-ONEIDA CONSORTIUM

I. Recruitment and Selection of Participants

A. The Consortium in its Comprehensive Five-Year Local Plan has designated that priority for Title I Adult training and intensive services will be given to low income individuals, public assistance recipients, displaced homemakers, minorities, workers over age fifty-five (55) and individuals with multiple barriers to employment. Title I will also serve WIA-eligible dislocated workers. Title I youth services will be particularly targeted toward low income WIA-eligible youth with other characteristics that include basic literary skills deficiency, school dropout, homeless, runaway or foster child, pregnant and/parenting, and offender. The Contractor understands and agrees that individuals from these targeted groups will be referred from the Consortium's Intake/Assessment Unit for enrollment into activities agreed to herein.

B. Prior to enrollment, all clients must be certified eligible by the Consortium Intake/Assessment staff. The Contractor may select desired program participants and then notify both the Consortium and the applicant of his/her selection.

C. When an individual is enrolled in the program, both the Consortium Case Managers and the Contractor shall provide the participant with a thorough orientation to the WIA program. This should include, at a minimum, a description of the services available throughout the duration of employment, all rights and responsibilities of both the employee and the employer, including grievance procedures, etc. Participants will further receive Assessment, Testing, and Individual Service strategy (ISS).

II. Service Area

The Consortium assures that its program participants reside within the counties of Herkimer, Madison and Oneida. A resident is defined as principally dwelling within the Consortium's applicable Local Workforce Investment Area (L.W.I.A.), as described herein, at the time of application and also at the time of selection for any activities.

III. Contractors's Responsibilities to Job Training Participants

The Contractor agrees to provide a meaningful work/training experience with necessary materials and supplies, a safe worksite, necessary job orientation and training, and proper supervision.

IV. Participant Payroll Procedures

Selected participants receiving wages (e.g., those on Work Experience, Try-Out Employment, etc.) will be entered into the Consortium's payment system for receipt of wages and fringe benefits, or supportive services payments.

V. Advance Payments

An advance payment of any kind is not allowed under this Agreement.

VI. Reporting Requirements

A. The Contractor is responsible for providing monthly reports to the Consortium, including information as to participant data and characteristics, financial records, and other program operation information. Such reports shall be submitted to the Consortium Offices on forms provided by the Consortium, no later than the tenth (10th) calendar day following the close of the month.

B. A *Contractors's Final Report* package may be provided to the Contractor by the Consortium. The Contractor will submit the required information to the Consortium Office after all financial transactions with the Consortium have been completed and within thirty (30) days after the termination date of this Agreement.

VII. Monitoring Requirements

The Consortium and the Workforce Investment Board of Herkimer, Madison and Oneida Counties, Inc. will each monitor the program's performance, compliance, and progress. This will include the validation of the client and financial information provided by the Contractor, completed through both on-site monitoring and desk reviews. The actual schedule for monitoring will be arranged between the parties concerned.

VIII. Procurement/Materials and Supplies

A. The Contractor agrees that it will comply with the Procurement Guidelines as mandated by the Federal regulations 20CFR Section 627.420, sub part D Administrative Standards, and as outlined in written Consortium procedures.

B. The Contractor is responsible for the care and custody of all materials and supplies purchased with WIA funds during the term of this Agreement.

C. Expendable materials and supplies allowable under WIA shall include books and other teaching aids, and equipment and materials used directly in providing training to participants.

D. The disposition of any and all unexpended materials will be determined by the Consortium at the termination of this Agreement.

IX. Performance Assessment

A. The Consortium, being ultimately responsible for the implementation and operation of program activities under this Agreement, in accordance with State Regulations for WIA, will review and assess the performance of the Contractor in executing the work and achieving the goals described herein.

B. The Consortium will notify the Contractor, in writing, should any areas of deficiency or non-compliance be determined. The Contractor will then submit a plan of corrective action to the Consortium, proposing a solution to the problem. Should the difficulty or non-compliance persist, action may be taken by the Consortium to terminate this Agreement for services, at which time any unauthorized costs will be recovered by the Consortium.

C. The Contractor will assure the purposeful and effective use of WIA funds by monitoring the activities described in this Agreement and contracted for herein. Further, the Contractor shall monitor the program goals outlined in the Program Narrative of this Agreement and shall immediately notify the Consortium of any programmatic problems.

D. The Contractor shall cooperate fully with the Consortium in re-planning efforts, and will submit, upon request of the Consortium, written analysis of administrative and operational difficulties encountered in the performance of this Agreement.

X. Non-Discrimination/Equal Opportunity

The Contractor assures, with respect to the operation of the WIA-funded program or activity and all agreements or arrangements to carry out the WIA-funded program or activity, that it will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Investment Act (W.I.A.) of 1998 (Section 188); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

XI. Grievances

A. The Contractor assures that it has established a grievance procedure relating to the terms and conditions of employment and training available to participants, or that it will choose to utilize the grievance system established by the Consortium, as described in its Comprehensive Five Year Local Plan.

B. All grievances and complaints which cannot be resolved via informal sessions will be referred to the Consortium Complaint Resolution Officer.

C. The Contractor agrees that any information or complaints it has involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the United States Secretary of Labor, 200 Constitution Avenue, NW, Washington, DC, 20210.

XII. Non-Assignment/Subcontracting

The Contractor understands that this Agreement may not be assigned by the Contractor or its right, title, or interest therein assigned, transferred, conveyed, or otherwise disposed of without the previous consent, in writing, of the Consortium. Any attempts to assign this Agreement without the Consortium's written consent are null and void.

XIII. Termination for Convenience

The Consortium may terminate this Agreement whenever, for any reason, the Consortium determines that such a termination is in the best interest of the Consortium. After receipt of a written Notice of Termination from the Consortium Director, the Contractor shall stop work under the Agreement on the date and to the extent specified in the Notice of Termination.

XIV. Other Information

The Consortium reserves the authority to examine all pertinent Contractor's records for the purpose of assuring compliance with State Regulations under WIA. The Consortium further reserves the authority to initiate any additional reporting or monitoring requirements to assure a more effective program operation.

The Contractor agrees to abide by any and all terms applicable to it, which are, or may be imposed upon and required of the Consortium under the grant agreement between the Consortium and the Governor of the State of New York, and any and all revisions thereof as they may be made by law, administrative regulation, order, rule or directive.

XV. Regulatory Compliance

A. The Contractor agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as same may from time to time be amended pursuant to law.

B. 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 the performance of this contract will be delivered exclusively to Oneida-Herkimer Authority facilities.

C. It is expressly understood that Oneida County Government is supportive of Communities That Care and strongly encourages the Contractor to become actively involved as a partner. As a CtC partner, the Contractor will submit copies of plans or grant applications, which will enhance collaborative efforts and better integrate our communities' services, to the CtC Community Board. The Contractor also agrees to become an active member on any and all appropriate CtC Committees, and the Contractor will support Oneida County's efforts to develop a continuum of services that will support the development of healthy, productive children and adults.

(revised 12/09)

ASSURANCES AND CERTIFICATIONS

The Contractor assures and certifies that:

1. It possesses the legal authority to administer and supervise activities under the Workforce Investment Act and that a resolution or similar motion has been duly adopted as an official act of the Contractor's governing body, directing and authorizing the person identified as the representative of the Contracting Agency to act in accordance with the terms of operation of the activities agreed herein.
2. It will comply with the requirements of the Workforce Investment Act of 1998 (P.L. 95-220), hereinafter referred to as the Act), and with the regulations and policies of the State of New York issued pursuant to the Act, as may be modified during the term of this Agreement.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. Participants in the program will not be employed in the construction, operation, or maintenance of any facility which is used for religious instruction or worship.
5. The Contractor has adequate administrative, supervisory, and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds.
6. It will give any authorized representative of the Consortium, the State of New York, or Federal government, access to and the right to examine all records, books, papers, or documents relative to the activities contracted for herein. It will submit reports as required by these representatives and will maintain records for a period of three (3) years, providing access to them as necessary for these representatives review to assure that funds are being expended in accordance with the purposes and provisions of the Act, and to assist these representatives in determining the extent to which the program meets the special needs of low income individuals, public assistance recipients, displaced homemakers, minorities, workers over age fifty-five (55) and individuals with multiple barriers to employment, in providing meaningful employment opportunities. If, for any reason, the Contractor is unable to comply with this retention requirement, the Contractor must forward all such records to the Consortium.
7. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region, and the proficiency of the participant.
8. It will comply with all applicable provisions of the Americans with Disabilities Act (ADA) of 1991.
9. It will comply with the Drug Free Workplace Act, subtitle D of the Anti-Drug Abuse Act of 1988 (P.L. 100-690).
10. Appropriate standards for health and safety in employment and training situations will be maintained. These standards refer to the Occupational Safety and Health Act of 1970 (OSHA)
11. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement.
12. Worker's Compensation coverage for participants in employment programs under the Act will be provided at the same level and to the same extent as for other employees of the employer who are covered by a State or industry Worker's Compensation statute.
13. All individuals employed in unsubsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and engaged in the same type of work.
14. No currently employed worker shall be displaced by any participant, including partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
15. No program under the Act shall impair existing contracts for services or collective bargaining Agreements without the express written concurrence of the labor organization and employer concerned.
16. No participant shall be employed or job opening filled: a). when any other individual is on layoff from the same or substantially the same job, or b). when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act.
17. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
18. Under the terms of this Agreement, it will not generate any program income without the written permission of the Consortium.

19. Funds under the Act will be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs by the Contractor.
20. No program funds under the Act will be used to subsidize political activities of any kind.
21. No program funds under the Act will be used to subsidize union or anti-union activities of any kind.
22. The payment requests it makes under this Agreement do not duplicate in any way the reimbursement of costs and services from any other funding source.

(revised 12/09)

<p>STATE AGENCY Division of Criminal Justice Services 4 Tower Place Albany, NY 12203</p>	<p>NYS COMPTROLLER'S NUMBER: C490024 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services</p>
<p>GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p>TYPE OF PROGRAMS: Reentry Task Forces and Enhanced Services DCJS NUMBERS: RE10490024</p>
<p>FEDERAL TAX IDENTIFICATION NO: 15-6000460 MUNICIPALITY NO: (if applicable) 300100000 000</p>	<p>INITIAL CONTRACT PERIOD: FROM 07/01/2010 TO 06/30/2011 FUNDING AMOUNT FROM INITIAL PERIOD: \$175,100.00</p>
<p>STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p>MULTI-YEAR TERM: (if applicable): 2 1-year renewal options.</p>
<p>CHARITIES REGISTRATION NUMBER: <input type="text"/> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contacts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan</p> <p><input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds</p> <p><input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment</p> <p><input type="checkbox"/> Other (Identify)</p>
<p>IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding State Agency Certification: "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". GRANTEE: BY: Hon. Anthony J. Picente jr., County Executive Date: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract**Reentry Task Forces and Enhanced Services****Project No.****Grantee Name**

RE10-1025-D00

Oneida County

10/14/2010

AGREEMENT**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) Amendment. 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 amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, 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. 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 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 A-1.

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.

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, 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 claim, 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 or regulations, or as stated in Appendix A-1.

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 the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract**Reentry Task Forces and Enhanced Services****Project No.****Grantee Name**

RE10-1025-D00

Oneida County

10/14/2010

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement

schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (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. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, 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; and (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.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.**

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can

be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law '165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in '165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State

vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at <http://criminaljustice.state.ny.us/ofpa/forms.htm>. (rev)June, 2006

Certified by - on

Award Contract**Reentry Task Forces and Enhanced Services****Project No.****Grantee Name**

RE10-1025-D00

Oneida County

10/14/2010

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds \$15,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$15,000 or less, it shall not take effect until it is executed by both parties.

For grant solicitations or direct grant awards announced on or after April 10, 2006, if this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in writing and signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at:

www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller. An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract which result in a change of 10 percent or less to any budget category, the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

2. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. A letter signed by the Chief Executive Officer or Fiscal Officer authorizing these changes must be submitted to DCJS with the next voucher or fiscal cost report submission.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.

2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.

3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.

4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module and print and submit such reports to DCJS/ODPF program representatives with the final program progress report or sooner. Alternatively, the Grantee may use the Equipment Inventory reports prescribed by DCJS to list equipment purchases and submit them to DCJS via postal service. Items of equipment costing less than \$500 do not need to be reported on the Equipment Inventory Reports although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports and one final report to DCJS via the GMS system and additional information or amended data as required.

A. Program progress reports will be due within 45 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due within 45 days of the last day of the calendar quarter from the start date of the program.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter; Report Due
 January 1 - March 31; May 15
 April 1 - June 30; August 15
 July 1 - September 30; November 15
 October 1 - December 31; February 15

B. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges within 45 days after the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have

an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;
- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee, additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

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Award Contract**Reentry Task Forces and Enhanced Services****Project No.****Grantee Name**

RE10-1025-D00

Oneida County

10/14/2010

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County Probation Department

Oneida Co. Office of Workforce Development - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	RETF Community Liaison Salary	1	\$31,396.46	\$31,396.46	\$31,396.46	\$0.00
2	RETF Coordinator Salary	1	\$50,802.69	\$50,802.69	\$50,802.69	\$0.00
Total				\$82,199.15	\$82,199.15	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	fringe benefits for liaison	1	\$8,594.00	\$8,594.00	\$8,594.00	\$0.00
2	Fringe benefits for coordinator	1	\$10,507.00	\$10,507.00	\$10,507.00	\$0.00
Total				\$19,101.00	\$19,101.00	\$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Office supplies, phone, postage	1	\$3,529.00	\$3,529.00	\$3,529.00	\$0.00
2	Cost for IDs for parolees	1	\$1,725.58	\$1,725.58	\$1,725.58	\$0.00
Total				\$5,254.58	\$5,254.58	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Staff travel (mileage)	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
2	Mandated training	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
3	Bus Passes and other Local Transportation	1	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
Total				\$8,000.00	\$8,000.00	\$0.00

#	Rental of Facilities	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Office space rental	1	\$5,520.00	\$5,520.00	\$5,520.00	\$0.00
Total				\$5,520.00	\$5,520.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Mental Health Assessment / Treatment (Prior approval of DCJS is required prior to vouchering.)	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
2	Vocational Training (Prior approval of DCJS is required before vouchering.)	1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00
3	Counseling Services / CBT (Prior approval of DCJS is required before vouchering.)	1	\$8,980.27	\$8,980.27	\$8,980.27	\$0.00
4	Housing services (Prior approval of DCJS is required before vouchering.)	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
5	Incentives and stipends to support EBP (Prior approval of DCJS is required before vouchering.)	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
6	Indirect costs for WIB (Prior Approval of DCJS is required prior to vouchering.)	1	\$9,045.00	\$9,045.00	\$9,045.00	\$0.00
7	Substance Abuse Treatment Services (Prior approval of DCJS is required before vouchering.)	1	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00

Total	\$55,025.27	\$55,025.27	\$0.00
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Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$175,100.00	\$175,100.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$175,100.00	\$175,100.00	\$0.00

Award Contract

Reentry Task Forces and Enhanced Services

Project No.

Grantee Name

RE10-1025-D00

Oneida County

10/14/2010

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions. All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted within 45 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Finance with its final fiscal cost report within 45 days of termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.state.ny.us/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law (<http://caselaw.lp.findlaw.com/nycodes/c113/a19.html>). Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Finance in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
 Office of Finance
 4 Tower Place
 Albany, NY 12203-3764

7. Payment Schedule

PAYMENT and PAYMENT DUE DATE

- 1: Pending appropriation, 30 days after commencement date of contract with proper documentation or upon

receipt of proper documentation, whichever is later.

2-4: Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports must be submitted showing grant expenditures and/or obligations for each quarter of the grant within 45 days after the last day of the quarter for the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS and NYS Office of the State Comptroller approval to modify Personal Services and Non Personal Services budget categories by more than 10 percent.
 - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and 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, 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, by email at 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 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.

VER012510

Certified by - on

Award Contract**Reentry Task Forces and Enhanced Services****Project No.****Grantee Name**

RE10-1025-D00

Oneida County

10/14/2010

APPENDIX D - Work Plan**Goal**

All County Re-entry Task Forces (CRTFs) will work to achieve the following stated goals of re-entry: (1) to assist individuals released from prison with obtaining services; (2) to conduct strategic planning and improve system-wide coordination; and (3) to conduct public education and outreach. The following performance standards set forth what the CRTFs should achieve. These are minimum standards. While DCJS takes the position that these are achievable objectives, circumstances unique to each CRTF may be such that one or more of these measurables may not be obtainable during the period of this grant. In such instances, the CRTF will have the opportunity to provide quarterly narratives that detail and explain the reasons for not achieving the prescribed outcome. DCJS will then work with the CRTF to help eliminate this condition so that the objective or objectives become achievable. The extent to which each CRTF meets their standards will be considered in future funding decisions

Objective #1

Each CRTF will establish a formal organizational and committee structure to assist each county in developing and implementing effective strategies to further the three goals of re-entry.

Task #1 for Objective #1

Each CRTF will develop policies and procedures that clearly define the goals of the CRTF, including the roles and responsibilities of its members.

Performance Measure

- 1 Each CRTF is required to submit all policies and procedures to be approved by DCJS, including a list of task force members and their roles and responsibilities by December 31, 2010.

Task #2 for Objective #1

Each CRTF will create: a steering committee to provide strategic planning and to eliminate local barriers to re-entry; a services committee to foster the effective delivery of services to its participants; and a public education committee to conduct education and outreach events.

Performance Measure

- 1 Provide DCJS with a membership list for each committee.

Objective #2

Each Country Re-entry Task Force will serve the re-entry population, with a focus on high-risk offenders.

Task #1 for Objective #2

The CRTF will coordinate with Parole to identify appropriate referrals for at least 30% of individuals released to parole supervision within the county, or ten parolees monthly, whichever is greater. Other referrals can be accepted at the discretion of the CRTF.

Performance Measure

- 1 Provide DCJS with the number of individuals served monthly, by type of referral.

Task #2 for Objective #2

At least 85% of individuals referred by Parole and accepted by the CRTF will be offenders who have at least a 50% percent chance of re-arrest within two years following their release (identified by a DCJS risk score of 4 or more). While the CRTF may serve offenders who have a risk score of three or lower, this percentage of individuals should represent no more than 15% of the total population served.

Performance Measure

- 1 Provide DCJS with the risk scores of those served monthly.

Task #3 for Objective #2

The CRTF will conduct a needs assessment for all CRTF participants (beginning November 1) on a form developed by DCJS if a formal assessment is not made available by Parole. The intake assessment will help identify the specific needs for each participant, including housing, treatment for substance abuse, cognitive behavioral therapy and others. If Parole has completed and shared a COMPAS risk and needs assessment and/or a Transition Accountability Plan (TAP) with the task force, a second assessment is not needed.

Performance Measure

- 1 Provide DCJS with the number of assessments completed by CRTF monthly; number of COMPAS assessments received from Parole monthly; number of TAPs received from Parole monthly.

Task #4 for Objective #2

The CRTF will create a written plan for each task force participant that reflects his/her needs as determined by the assessment, which may include enrollment and participation in: a vocational training or job-readiness program; educational program; substance abuse treatment; cognitive behavioral treatment; or another approved program.

Performance Measure

- 1 Provide DCJS with the number of plans completed monthly.

Objective #3

Effective case planning and management that ensures that the needs of program participants are identified and met.

Task #1 for Objective #3

The CRTF will make referrals to the services identified in the plan.

Performance Measure

Task #2 for Objective #3

The CRTF will make referrals to the services identified in the plan.

Performance Measure

- 1 Provide DCJS with the number of individuals referred monthly, and the type of program referrals made.

Objective #4

Identify and eliminate local barriers to re-entry.

Task #1 for Objective #4

The CRTF will conduct a comprehensive annual assessment of the re-entry resources that are available in their county and identify the gaps that need to be filled to meet the needs of the re-entry population. The CRTF will provide quarterly updates to DCJS on any new needs that have been identified as well as any progress made in obtaining new resources.

Performance Measure

- 1 Annual assessments will be submitted to DCJS. Quarterly assessments will describe progress made in obtaining new resources.

Task #2 for Objective #4

Each CRTF will utilize its steering committee to reduce barriers to re-entry and enhance available services that address the criminogenic and stability needs of the formerly incarcerated.

Performance Measure

- 1 The Steering Committee shall meet monthly and submit the attendance roster for each meeting to DCJS.

Objective #5

Improve the public's understanding of re-entry related issues and efforts that are being made to improve outcomes for the formerly incarcerated. Build more partnerships to enhance the local capacity to deliver re-entry services.

Task #1 for Objective #5

The CRTF will make efforts to improve public awareness of local re-entry efforts by holding at least two approved public education events.

Performance Measure

- 1 The CRTF will report on public education events held each quarter to DCJS.

Task #2 for Objective #5

The CRTF will hold at least two approved outreach events in order to build new partnerships to expand local capacity to provide re-entry related services (e.g., housing, employment, mentoring).

Performance Measure

- 1 The CRTF will report on outreach events held each quarter to DCJS.

Award Contract**Reentry Task Forces and Enhanced Services****Project No.****Grantee Name**

RE10-1025-D00

Oneida County

10/14/2010

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$25,000.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

General Conditions**APPENDIX D - Special Conditions**

Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. All criminal justice information management software which grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State Criminal Justice Data Standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

Grantee agrees that all specifications for technology purchases exceeding \$5000 (excluding laptops and desktop computers) must be reviewed by the DCJS Office of Justice Information Services. The review will take place within three business days and should be coordinated through the DCJS Office of Funding and Program Development.

Law enforcement agencies must submit full UCR Part 1 crime reports (including supplemental homicide reports) and domestic violence victim data to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Failure to submit this information may result in grant funds being withheld. UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

On a quarterly basis the Grantee will maintain written certification (in a form prescribed by DCJS) of time spent by each employee on the grant and maintain a system of time sheets. Time sheets will be signed by the individual and countersigned by the supervisor in a higher level position at the end of each payroll period.

Notwithstanding the provisions of paragraph 10 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

Although Appendix A1 requires four (4) quarterly progress reports, for purposes of a DCJS grant award, grantees should submit progress reports as follows:

- Four (4) progress reports for contracts of \$100,000 or more;
- Two (2) progress reports for contracts between \$1 and \$99,999.

Please Note: Four (4) Quarterly Progress Reports are required for all Operation IMPACT and Drug Treatment Diversion Program grantees. Whenever possible, the District Attorney's Office or the primary police department should coordinate the submission of the quarterly progress reports so that one consolidated report is submitted for all IMPACT funded agencies within an IMPACT county.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services. This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

Strategy Special Conditions

Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Youth Violence Reduction, DNA Evidence Collection, STEPS, DMI, or Re-Entry, that the implementing agency(s) will coordinate their IMPACT strategy with those other strategy initiatives in the county.

The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

As per NYS Executive Law, Article 35, §837-a (8), DCJS is mandated to submit an Operation IMPACT Annual Report. As such, agencies receiving IMPACT funds shall be required to submit separately, in a consolidated report to be compiled and submitted by the District Attorney's Office and/or primary IMPACT police department on behalf of the full partnership, a detailed written report regarding their Operation IMPACT initiatives for the calendar year 2009. This report will be submitted no later than November 15, 2009 and shall include:

- (a) The types of crime data obtained, analyzed and used regularly by the IMPACT Partnership;
- (b) A description of the local IMPACT crime reduction strategy, including any modifications;
- (c) The number of personnel from each local, state and federal agency participating in various Operation IMPACT activities;
- (d) A description of training provided to participating personnel in connection with Operation IMPACT;
- (e) The number of arrests made by law enforcement as a direct result of Operation IMPACT;
- (f) The number of prosecutions as a direct result of Operation IMPACT activities and the disposition of those cases;
- (g) The number of IMPACT related cases and IMPACT related gun crime cases transferred for federal prosecution;
- (h) Any available demographic information about persons arrested and prosecuted and the disposition of such matters;
- (i) Any other information about the program's effectiveness in reducing crime.

Participating law enforcement agencies receiving IMPACT funding shall submit all crime guns and guns recovered under conditions requiring investigation into the New York State Criminal Gun Clearing House via NYSPIN GGUN. Law enforcement agencies shall also submit all crime guns and guns recovered under conditions requiring investigation to the respective Firearms Laboratory for testing and requested entry into NIBIN (National Integrated Ballistics Identification Network).

Primary and DCJS-designated secondary IMPACT police departments will submit Monthly IMPACT Gun Data Reports within 30 days following the end of each month. Said monthly reports will include the number of shooting incidents involving injury or death, the number of shooting victims, the number of crime guns recovered, and the number of firearms submitted to the lab for entry into NIBIN.

Participating law enforcement agencies receiving IMPACT funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition provisions of the federal Violence Against Women Act. All IMPACT funded agencies that are responsible for the management of sex offenders will be vigilant in maintaining current addresses for all sex offenders assigned to their jurisdiction and promptly report any action taken with regard to address verification on eJusticeNY. All IMPACT funded agencies are monitored for this requirement.

All IMPACT funded agencies that are responsible for obtaining photos due from sex offenders under their

supervision will do so in a timely manner and promptly upload the updated photos to eJusticeNY. All IMPACT funded agencies are monitored for this requirement.

Participating law enforcement agencies shall ensure that their department's process for submitting fingerprint cards to DCJS includes a mechanism to flag those arrests where a Domestic Incident Report (DIR) is filed in the criminal incident. All IMPACT funded agencies are monitored for this requirement. All agencies receiving IMPACT funding that have a responsibility to collect DNA samples from offenders under their supervision who, by law, are required to submit said sample will ensure that the sample is collected in a timely manner as is required by law. All IMPACT funded agencies are monitored for this requirement.

For each month that a Grantee receiving IMPACT funds fails to: (1) submit full UCR Part 1 crime reports within 30 days of the end of the month, as required above, and/or (2) participate in a meeting of the full IMPACT Partnership, and/or (3) submit monthly gun data within 30 days following the end of each month, as stated above, 1/12 of 20% of the total grant award will be deducted for the respective non-compliant agency. At no time will the amount deducted for non-compliance with these conditions exceed 20% of the total grant award.

The grantee must work towards the development of a comprehensive array of services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The grantee shall review all services proposed by sub-contractors for compliance with evidence-based practice as defined by the Transition from Prison to the Community model and New York State's adaptation of that model (NYTPC).

In addition to services designed to meet the basic survival needs of returning persons, the grantee must ensure that the county's network of services includes those that address crime-producing needs and either: 1) have been evaluated for effectiveness in achieving their desired outcomes using sound research methodology; 2) on their face, comport with evidence-based interventions for people who have offended; and/or 3) can be evaluated as part of the contract with the grantee.

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 15, 2010

FN 20 10-418

2010 NOV 23 PM 3:34
ONEIDA COUNTY LEGISLATURE

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.

The Department has contracted with Catholic Charities for several years for Parent Aide Services. The Parent Aide provides intensive in-home services to our most dysfunctional families. The goal is to provide Preventive Services and re-direct the families to avoid child abuse, neglect and foster care placement.

Parent Aide Services is defined by New York State Office of Children and Family Services 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, personal coping behavior, personal hygiene and anger management.

This Agreement has the term January 1, 2011 through December 31, 2011 and totals an annual cost of \$189,170.00. The local cost to the County for this effort is 27.88 % or \$52,740.60. The provision of this service is a vital element in our Preventive Services Program.

I am respectfully requesting that this matter be submitted to the Board of Legislators for their consideration.

Thank you for your attention to this matter.

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 11/23/10

11/15/10
19903

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent
Sole Source RFP

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Catholic Charities
1408 Genesee Street
Utica, New York 13502

Title of Activity or Services: Parent Aide Services

Proposed Dates of Operations: January 1, 2011 through December 31, 2011

Client Population/Number to be Served: Catholic Charities Parent Aides will provide community-based services to 48 families in order to prevent foster care and to return children from foster care. The major priority of preventive services is to decrease the number of children coming into foster care and to return children to a permanent living arrangement. The Agency will pursue an aggressive policy regarding permanency planning for children at risk of coming into care and children in care.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Parent Aide Service 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 designated 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, personal coping behavior, personal hygiene and anger management.

2). Program/Service Objectives and Outcomes

- **Outcome:** Parents will demonstrate an improved ability to appropriately parent their children through an increased knowledge of child development, as well as, improved skills in regards to issues related to child care such as discipline, nurturing and role modeling.
Performance: Every parent referred to parent aide program will successfully complete the core curriculum, designed to improve the parent's child rearing competence within 6 months from the initiation of service.
- **Outcome:** There will be observable improvement in the parent's ability to provide a safe home and appropriate supervision for their children.

Performance: There will not be any new allegations of abuse or neglect during program participation.

- Outcome: Parent aide services will provide family centered and culturally competent services to the target population.

Performance: Families will remain engaged in services until service plan goals are successfully completed.

3). Program Design and Staffing Level -

4 Fulltime Caseworkers

1 Less than Part-time Case Manager (oversees staff)

Total Funding Requested: \$ 189,170

Oneida County Dept. Funding Recommendation: Account # A6070.49547

Mandated or Non-mandated: Mandated service

Proposed Funding Source (Federal \$ /State \$ / County \$):

FEDERAL	38.39 % -	\$ 72,622.36
STATE	33.73 % -	\$ 63,807.04
COUNTY	27.88 % -	\$ 52,740.60

Cost Per Client Served:

Past performance Served: The Department has contracted with Catholic Charities for this service since 2006. The contract cost for 2010 was \$ 150,759.00.

O.C. Department Staff Comments: Parent Aide service went out to RFP for this service and as a result there is an increase cost for this service. The Department believes to provide the best service for it's dollar awarding the Parent aide services to two different agencies Mohawk Valley Community Action and Catholic Charities.

**Purchase of Service Agreement
Parent Aide/Case Planning**

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 Catholic Charities, having its principal office at 1408 Genesee Street, Utica, New York 13502 (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:

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 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 there from, 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: CATHOLIC CHARITIES (PARENT AIDE)

1408 GENESEE STREET, UTICA, NEW YORK 13502 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 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 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

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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 closeout 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: 11/5/10

Agency: Catholic Charities

Authorized Signature: 

Print Authorized Name: Anthony F. Conestabile

Title: Finance Director

APPENDIX B

Purchase of Service Specifications between Oneida County Department of Social Services and Catholic Charities.

For Parent Aide Services, the Contractor will cooperate with Oneida County Department of Social Services and will provide the necessary services and documentation to ensure compliance with standards prescribed by federal, state and local law.

I. Preventive Service Goals and Objectives, 2011

Target Population: Catholic Charities Parent Aides will provide community-based services to 48 families at any given time in order to prevent foster care and to return children from foster care. The major priority of preventive services during 2011, is to decrease the number of children coming into foster care and to return children to a permanent living arrangement. The Agency will pursue an aggressive policy regarding permanency planning for children at risk of coming into care and children in care.

Preventive Services is fully described under Section I Definitions, Pg.2 of the Contract and this Agreement is subject to that description.

The Contractor agrees to establish the following:

A). Provide family and community based services to children at imminent risk of placement into Foster Care and their families. The products are aimed at reducing the number of children entering / reentering Foster Care to include PINS and JDS and helping them return successfully to the community.

B). To reunify children in Foster Care with their families as quickly as possible through training, education and family support services designed specifically to strengthen the family unit. Intervention of Parent Aide Program services ensure a safer, more nurturing and health home environment.

C). To assist children and families in longer term planning when a return home from Foster Care is not possible. This may include adoption when appropriate and possible.

D). To serve a minimum of 48 families at any given time during the contract year.

Outcomes/measurements for Parent Aide Contract:

The Contractor agrees to establish the following outcomes:

*Catholic Charities.
Parent Aide Services*

19903
1/1/11- 12/31/11

- Outcome: Parents will demonstrate an improved ability to appropriately parent their children through an increased knowledge of child development, as well as, improved skills in regards to issues related to child care such as discipline, nurturing and role modeling.

Performance: Every parent referred to parent aide program will successfully complete the core curriculum, designed to improve the parent's child rearing competence within 6 months from the initiation of service.

Measurement: 70% of the families referred for parent education will successfully complete the curriculum.

- Outcome: There will be observable improvement in the parent's ability to provide a safe home and appropriate supervision for their children.

Performance: There will not be any new allegations of abuse or neglect during program participation.

Measurement: 70% of the families assigned a parent aide will not have a substantiated abuse or neglect report during program participation.

Measurement: 70% of the families assigned a parent aide will not have a child placed outside the home during program participation.

- Outcome: Parent aide services will provide family centered and culturally competent services to the target population.

Performance: Families will remain engaged in services until service plan goals are successfully completed.

Measurement: 70% of the participants will report satisfaction with the services provided as measured by a client satisfaction survey given 30 days from the start of the program and 30 days after services end.

Verification of a family's progress will be based upon the quarterly up-dates of the Contractor data base made by the entries of the assigned worker. The results of the outcomes will be reported to the Department.

II. Program Description

Staffing: The Parent Aide program will be a part of Catholic Charities' Child and Family Development Program. Staff is supervised by a Program Manager who provides administrative oversight for the activities of this program. The Parent Aide Program will include 4 full-time caseworkers to cover cases throughout Oneida County. The caseworkers (referred to as Parent

Aides) will be housed in the Utica office on Genesee Street and the Rome office at 212 W. Liberty Street. Each Parent Aide will have a maximum caseload of 12 cases with the supervisor helping when needed to cover cases. These cases will be drawn from the Department's active preventive and protective caseload. The Parent Aide will be available flexible hours to better serve the families. Staff, will preferably, hold a minimum of an Associate's degree or as deemed appropriate by the Department, with some experience in working with at-risk youth or providing parenting programming.

By having program staff housed in the Utica and Rome offices, the opportunity exists to utilize other services and/or expertise offered by Catholic Charities at those sites- counseling, adoption, community assistance. Since problems do not exist in isolation, it will be important that the parent aides have access to these other programs to assure that the families' needs are fully met.

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 this Agreement.

Department required Operating Procedures

1. Referrals will be made by the Department and faxed to the Agency. The referral packet will include the parent aide referral form, any court orders and FASPS, as well as contact information for the current caseworker and supervisor. In the absence of the court order of FASP, the department will provide a brief summary of what is in the current court order and the basic service plan agreed upon at this point.
2. Within 2 business days of the date of the referral the agency will notify the department who was assigned the case.
3. Upon receipt of the referral, and within 2 business days of such, the parent aide will contact the caseworker to discuss case issues, initial assessment of family's needs and a possible plan of action.
4. Within 5 business days of assignment the parent aide will contact the family and establish meeting schedule. Parent aide contacts will initially be weekly and as case transitions to closure contacts will be decreased. These decisions should be discussed with the assigned caseworker and made part of the service plan reviews.
5. Parent aide will make monthly phone or other personal contact with the assigned caseworker and provide monthly update as to case status.
6. Parent aide will complete contemporaneous case notes of all case contacts. These notes will include, but not be limited to, the following information: where, when and how the contact occurred, who was present during the contact, purpose of the contact, issues discussed during the contact, any concerns noted during the contact and an ongoing assessment as to how much progress the parent is making to reach the established goals. These notes will be provided to a designated person within the Department by the 5th of the following month.
7. Parent aide will attend and participate in all FASP related meetings and/or service planning meetings that they are requested to attend when provided reasonable notice.
8. Parent aide will attend Court as requested and testify as needed.

9. Parent aide will utilize a parenting curriculum to provide one on one parent skills training. This training will be a priority for the agency and every effort will be made to complete the training expeditiously within the guidelines of the particular curriculum. The agency will notify the department of a parent's successful completion of the parenting program and/or the parent's failure to complete or benefit from the training.
10. The parent aide will notify the department (both the caseworker and department's designated staff person) if after reasonable attempts a family is not cooperating with parent aide services.
11. The Department will schedule a service plan meeting to discuss lack of compliance and make an appropriate plan of action. If the decision is to terminate parent aide services pending future compliance the agency will provide a letter to the department outlining their efforts and the reason for the closure.
12. At every 6 month FASP review the Department's Grade A Supervisor must approve the continuation of parent aide services.
13. Referral and/or open cases will not be rejected or closed without the approval of the Department.

Work Activities: In general, the Parent Aides will be responsible for assessing the respective needs of the children and their families, developing a plan of action and serving as a positive role model. This will take place as follows:

Intake: The Program Manager (or designee) will participate in the centralized intake process to receive referrals. Referrals will not be rejected nor closed without prior written approval from OCDSS. Referrals will be assigned to a Parent Aide within 2 business days of the referral being given to the agency. A written notification will be provided to OCDSS as to as the date of assignment and worker responsible.

Initial Assessment: The Parent Aide will have initial contact with the client within 3 business days of assignment; the initial home visit will be within 5 business days of the first contact. Upon first meeting the client, basic information will be gathered. Within two weeks of the home visit, the Parent Aide in coordination with the assigned caseworker, will complete the initial assessment, outlining a possible plan of action.

Ongoing: The Parent Aide will meet with the family/child at least once every two weeks. These meetings will be more frequent early on and less frequent as the plan is being successfully carried out. The plan will be adjusted monthly to reflect changes to the child's/family's situation. Progress notes will be written for each encounter with the child, family and any collateral contacts. The Parent Aide will facilitate supervised visits at the Department's discretion.

Plan of Action: The Plan of Action will:

- *Identify the needs of the child and family*
- *Outline strategies to address the needs*
- *Identify referral sources to help meet the needs*

- Set target dates for reaching goals, incrementally
- Include child/family input into the development of the plan

Parenting Training: A major component of the work of the Program Aides will be to teach positive parenting skills. This will be done in a variety of modalities – modeling, educational material, inclusion in support groups, and hands-on teaching (“tell, show, do”). Particular emphasis will be placed on assuring cultural sensitivity towards the children and their families. Basic skills to be addressed include:

- Budgeting
- Nutrition
- Housekeeping
- Setting goals of employment, education and/or training.

Flexibility of Programming: It will be expected that the Parent Aides will be available during non-traditional work hours, as required by the families for whom they are working. The Parent Aide will be available flex hours to better serve the families. In addition, staff will be available to testify and/or appear in Family Court when requested.

Program Material: The Parent Aides will teach parenting competencies based on The Nurturing Program curriculum and the Parenting Skills Workshop series (Cornell Cooperative Extension), both currently in use in Catholic Charities’ CFD Program. Other resources for teaching life skills are also available for use through CCE and will be employed as necessary.

Staff Training: Catholic Charities places high importance on the need to assure adequate and frequent training opportunities for all staff. In particular, all employees are required to be trained in confidentiality, child abuse recognition, and agency corporate compliance. Other trainings, whether in-house or through outside vendors, will be offered to the Parent Aides as appropriate.

The Agency will complete Progress notes, in the manner proscribed by the Department, within 1 week from the date of the event. These will be given to the Case Manager or Supervisor and become part of the Case record. The Agency will copy any material they need at their site

The Agency agrees to participate in training by the Department on preparation of progress notes and Family Court procedures including elements of testimony.

The Agency agrees to participate in UCR, Coordination meetings on their client's cases, as called by the family's Case Planner or Case Manager.

The Agency will complete Title XX Eligibility forms for each Family. The forms must be submitted monthly with Oneida County Voucher no later than the 5th day of the following month to ensure payment and include a summary of the months activity.

The Contractor will complete a Contract Review Report every 3 months, sending the completed

report to the Contract Administrator.

Reporting Requirements - In active CPS cases, the Agency must supply the Department with necessary information to complete the DSS 2233 - "Follow-up Report Child(ren) in Need of Protection."

The Agency agrees to prepare and provide any and all monthly, quarterly reports required by the County and State Governments pertaining to this contract.

Confidentiality - Agency will abide by state laws regarding confidentiality of client information. Written, informed, client consent will be required before confidential information is divulged. Case material will be stored in a locked file in an office inaccessible to unauthorized access. The official case record will be maintained at Department.

Due to the large geographic area and lack of public services transportation is a key issue for families seeking self sufficiency. The agency will work with the families to establish goals to address the transportation issue and enable them to plan for appropriate transportation when needed (ex. Considering transportation issues when locating a home or service, learning how to utilize public transportation services such as taxi's, bus routes, ride sharing, securing a vehicle if possible etc...) The Contractor agrees to arrange or provide transportation for clients assigned to their caseload , for the following situations, but not limited to these situations;

1. Medical Appointments
2. Visitations
3. Counseling appointments
4. Shopping, and Contacts with other Agencies to improve housing
5. Pre-Placement Visits, if necessary.
6. to the Department for Departmental business.

The Contractor agrees to continue to provide required services to families as outlined in this Agreement, New York State Department of Social Services Regulations, regardless of the vacancy status of personal.

The Contractor agrees to train in Techniques in Parenting and Dwelling Unit Inspection as per the Department of Social Services.

III. The Contractor represents and agrees to comply with 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 Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

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 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.

IV. 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.

V. Claiming Procedures - The Agency will bill monthly by County Voucher provided by the Department: which shall include Contract number, Contract Name, fiscal and Programmatic data as required by the Department. The Agency will attach a final reconciliation of expenditures, as per the attached budget. A final reconciliation is required and fiscal adjustments upon presentation of the final voucher of the contract.

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, and maintained for a period of 6 years.

The Contractor agrees that the equipment is the property of the Department and shall revert to the Department upon any termination or failure to renew the contract.

VI. The Contractor agrees to complete a listing of current Contract Personnel upon a full execution of the Agreement (attachment). The Contractor agrees to notify the Department of staff vacancy and / or staff changes through the attached Staff Modification notice. Both staff data notices shall be sent to the Contract Administrator

VII. The Contractor agrees to provide a program "portfolio," as discussed and mutually agreed upon. The Contractor agrees to participate in program evaluation planning and preparation.

VIII. Cost and Term - The total cost of the Program is not to exceed \$ 189,170.00 per the attached budget. The term of this contract shall be from January 1, 2011 to December 31, 2011 and maybe renewed agreeable to each party, and completed prior to the end of the Term of this agreement.

IX. The Contractor agrees to provide an Annual Certification as attached pertaining to this contract as part of the Contractor's Annual Independent audit.

X. 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.

XI. Contract Termination - This Contract may be terminated by the Department at any time upon submitting a 30 day written notice of intent to terminate to the Contractor.

XII. 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. 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.

Catholic Charities
Budget 2011

DSS

Personal Services

Salaries	\$ 118,583
Fringe	<u>\$ 35,575</u>
Total Personal Services	\$ 154,158

General Operating

Rent/Lease	\$ 5,800
Supplies	\$ 600
Travel/Conference	\$ 9,000
Telephone/Utilities	\$ 3,200
Program Administration	<u>\$ 16,412</u>

Total general Operating \$ 35,012

TOTAL EXPENSES \$189,170

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

Catholic Charities.
Parent Aide Services

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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).

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.

Catholic Charities
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Anthony F. Conestabile Finance Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature] 11/5/10
SIGNATURE 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 15, 2010

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

FN 20 10-419

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.

Personal Care Services are a vital deterrent to the placement of eligible Medicaid Clients in Nursing Home Care. These services enable people to remain at home, maintaining a lower cost of care.

This Purchase of Services Agreement for Personal Care Services to be provided by U.S. Care Systems, Inc. 2614 Genesee Street, Utica, New York 13502. The Contract is established for the year January 1, 2011 through December 31, 2011. New York State Department of Health establishes the Personal Care Rates. The cost of this service was \$ 707,098.00 from October 1, 2009 through June 30, 2010 with a local share of 10 % or \$ 70,709.80.

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 11/23/10

2010 NOV 23 PM 3:55
ONEIDA COUNTY LEGISLATURE

11/15/10
17102

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: U.S. Care Systems, Inc.
2614 Genesee Street
Utica, New York 13502

Title of Activity or Services: Personal Care Services

Proposed Dates of Operations: January 1, 2011 through December 31, 2011

Client Population/Number to be Served: Physically or Mentally disabled individuals in receipt of Medicaid who are residing in their own home.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Personal Care Services is defined as some or total assistance with personal hygiene, dressing and feeding, nutritional and environmental support functions and health-related tasks. Such services shall be essential to the maintenance of the patient's health and safety within his/her own home, ordered by the attending physician, based on an assessment of the patient's needs provided by a qualified person in accordance with a plan of care and supervised by a registered professional nurse.

2). Program/Service Objectives and Outcomes -

To enable disabled Medicaid recipients to remain in their own home and delay or divert entrance to a higher level of care.

3). Program Design and Staffing Level - N/A

Total Funding Requested: \$ 17.00 - \$ 24.00 per hour. Rates are determined by New York State - Rates quoted are the highest rates and vary by level of care needed.

Oneida County Dept. Funding Recommendation: NYSDOH determines rates.

Account # A6102.495

Mandated or Non-mandated: Mandated service

Proposed Funding Source (Federal \$ /State \$ / County \$):

Federal	62 % -	\$ 438,400.76
State	28 % -	\$ 197,987.44
County	10 % -	\$ 70,709.80

Cost Per Client Served: \$ 17.00 - \$ 24.00 per hour however, rates vary as to the level of care required. Rates quoted are at the highest level of care.

Past performance Served: The Department has had a contract with U.S. Care Systems, Inc. since 1991. This contract is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the Medicaid Cap. The total cost to the state was \$ 707,098 from October 1, 2009 through September 30, 2010 with a local cost to the Department equaling approximately \$70,709.80.

O.C. Department Staff Comments: The Department contracts with a number of agencies to ensure availability of service.

11/15/10

17102

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators

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Agreement

BETWEEN A LOCAL SOCIAL SERVICES DISTRICT AND A CONTRACTING AGENCY FOR PERSONAL CARE SERVICES (PURSUANT TO TITLE 11 OF ARTICLE 5 OF THE NEW YORK SOCIAL SERVICE LAWS AND TITLE XIX OF THE UNITED STATES SOCIAL SECURITY ACT).

FOR TITLE XIX SERVICES ONLY

MADE THIS 1ST DAY OF JANUARY, 2011

BETWEEN ONEIDA COUNTY THE SOCIAL SERVICES DISTRICT LOCATED AT 800 PARK AVENUE, UTICA, NEW YORK, 13502 (HEREINAFTER CALLED THE DISTRICT), AND U.S. CARE SYSTEMS, INC. LOCATED AT 2614 GENESEE STREET, UTICA, NEW YORK, 13502 (HEREINAFTER CALLED THE PROVIDER)

This Agreement is between Oneida County Department of Social Services, a municipal corporation of the State of New York, hereinafter referred to as the Social Services District, having its principal office at 800 Park Avenue, Utica, New York 13501 and U.S. Care Systems, Inc. (Provider) having its principal office at 401 Columbia Street, 3rd Floor, Utica, New York 13502.

The parties hereto desire to make available to the County of Oneida, Personal Care Services under Title XIX of the Federal Social Security Act.

The Social Services District is authorized, pursuant to Section 365-a(2)(e) of the New York State Social Services Law and 18 New York Code of Rules and Regulation (NYCRR) and/or other New York State Department of Health regulations, to provide personal care services to persons eligible to receive said services; and

The Social Services District is desirous of obtaining personal care services to be rendered to recipients of Medical Assistance (Medicaid) for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act and applicable state law; and

The Provider herein represents that he or she will provide services that are authorized pursuant to Title XIX of the Federal Social Security Act and applicable state law and which are eligible for reimbursement thereto;

THEREFORE, the parties signing and executing this instrument do in consideration of the above agree as follows:

1. Providers as Independent Contractors

The Social Services District and the Provider agree that the Provider is an independent Contractor and is not in any way to be deemed an employee of the Social Services District or the State Department of Health. The Provider agrees that it will, at all times, indemnify and hold the Social Services District and the State Department of Health and their officers or employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Provider, its officers or employees with respect to this Agreement and any of the terms thereof. It is further understood and agreed that no agent, servant or employee of the Provider shall, at any time, or under any circumstances, be deemed to be an agent, servant, or employee of the Social Services District or State Department of Health. Notwithstanding the foregoing, the Provider shall not be required to indemnify the Social Services District or the State Department of Health for any losses resulting solely from the provider's negligence.

2. Provision of Personal Care Services

The Provider agrees to provide personal care services, as defined in New York State 18 NYCRR to recipients of Medicaid, as defined in Title 11 of Article 5 of the New York State Social Services Law and/or Title XIX of the Federal Social Security Act, if requested to provide said services by a social services district, pursuant to the order(s) and/or prescription(s) of a physician, in accordance with a plan of care and to be

supervised by a registered nurse, subject to the conditions set forth in the regulations of New York State 18 NYCRR or superseding provisions.

3. Authorization and Request for Personal Care Services

It shall be the sole responsibility of the Social Services District to determine the eligibility of a client. The Social Services District and/or eMedNY shall not reimburse the Provider for personal care services provided to persons who have not been determined eligible and authorized by the Social Services District to receive such services and when such services are not provided in accordance with the written authorization of the Social Services District. The Social Services District and/or eMedNY shall reimburse the Provider only for such personal care services authorized and provided in accordance with the policies and procedures of the Social Services District.

It shall be the sole responsibility of the Social Services District to notify the Provider of the service authorization of each client including the functions and tasks required.

The Social Services District will forward to the Provider written confirmation of each telephoned service authorization within seven working days of such notification.

4. Obligation to Utilize Provider

The Social Services District shall not be obligated to utilize the services of the Provider(s).

5. District's Termination of Contract

The Social Services District shall have the right to terminate this Agreement under the following conditions:

- a Upon receipt of notification that Federal and/or State reimbursement is no longer available for the services to be provided.
- b Failure of the personal care agency to perform its obligations pursuant to this Agreement and the requirements of 18 NYCRR 505.14.
- c Violation by the Provider of any of the material terms of this Agreement or participation in Medicaid fraud.
- d Except for emergencies when the patient's health and safety is in immediate jeopardy, the Social Services District shall give the Provider thirty (30) days written notice of intention to terminate services of the Provider under this Agreement; in the event of termination, the Provider shall, within five (5) working days, transfer copies of any and all records pertaining to any individual who has been or is receiving services provided by the Provider to the Social Services District. The Provider shall retain its original client care records and, within five (5) working days, transfer a copy of any and all client care records in lieu of originals which shall be retained by the Provider for at least six (6) years beyond the date of termination of the contract between Provider and district.
- e The cessation of services to a particular recipient shall not render this entire Agreement void or voidable.

6. Provider's Termination of Contract

The Provider shall have the right to terminate this Agreement under the following conditions:

- a. If there is an imposition of new or additional requirements by the Federal or State governments as a condition to continued Federal or State reimbursement which the Provider reasonably finds unacceptable;
- b. The State Department of Health has, pursuant to the provisions of this Agreement, reduced the rate paid to the Provider and the Provider finds such reduced rate to be unacceptable.
- c. The provider shall give the Social Services District thirty (30) days written notice of its intention to terminate services to the district or any individual who would otherwise remain eligible to continue receiving personal care services. This written notice of termination shall contain the reasons for termination and the effective dates.

7. Close-Out Procedures

Upon termination or expiration of this Agreement, the Provider shall comply with all State Department of Health and Social Services District's close-out procedures, including, but not limited to:

- a. Turn over to the State Department of Health or the Social Services District all books, client records, client documents and material relating to client services.
- b. Not incur or pay any further obligations pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by the Provider on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by the Social Services District in accordance with the terms of this Agreement if the Social Services District receives notice of such obligations within thirty (30) days after the date of termination, overpayments or funds paid in excess of Allowable Payments which have been paid to the Provider pursuant to this Agreement.
- c. Account for the refund to the Social Services District within thirty (30) days after the date of termination, overpayments of funds paid in excess of Allowable Payments which have been paid to the Provider pursuant to this Agreement.
- d. Submit to the Sate Department of Health within ninety (90) days after the date of termination or expiration, a final report of receipt and expenditure of funds relating to this Agreement. The report shall be made by a certified public accountant.

8. Terms of Agreement

This Agreement will be in effect for one year and will be automatically renewed at the end of the year and each subsequent year unless terminated. Either party may terminate this agreement at any time, with or without cause, by providing at least thirty days advance written notice of the termination to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of termination.

9. Jurisdiction of District

The Provider agrees that its employees or agents rendering personal care services shall be subject to the jurisdiction of the district and/or its designee, when such designee has been approved by the State Department of Health. It is understood and agreed that the Social Services District retains the right to maintain and continue case management for any recipients of Medicaid and that the activities of the Provider shall be subject to the monitoring of the Social Services District and the State Department of Health, in accordance with the requirements of 18 NYCRR.

10. Agreement to Renegotiate

The parties agree to renegotiate this Agreement in the event that the United States Department of Health and Human Services or the State Department of Health issue new or revised requirements on the Social Services District as a condition for receiving continued Federal or State reimbursement.

11. Amendment of Contract

This Agreement may be amended whenever determined necessary by the Social Services District and the Provider, if such amendments are approved by the State Department of Health. All amendments must be in writing, duly signed by both parties, and be annexed to the contract.

12. Fair Hearings

The Social Services District shall be responsible for providing notice to recipients of the recipient's right to a State fair hearing as required by Federal and State Law and regulations, and the manner in which a State fair hearing may be requested. The Provider, upon request of the Department, shall participate in State fair hearings when necessary for the determination of issues.

13. Adequacy of Service Notices

This contractual arrangement shall not diminish the Provider agency's responsibility for maintaining adequacy of service notices thereof to recipients, reports, surveys, studies, audits, court or judicial proceedings, and any other matters of procedures relating to the furnishing of personal care services by the Provider.

14. Adequacy of Provider Services

This contractual arrangement shall not diminish the Provider agency's responsibility for maintaining adequacy of services provided by the agency. As required in 10 NYCRR 766.10 (d), notwithstanding any other provisions in this contract, the Provider agency remains responsible for: a) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations; b) ensuring the quality of all services provided by the agency; and c) ensuring adherence by the agency staff to the plan of care established for patients.

15. Liability Insurance

The Provider shall obtain and maintain in full force and effect liability or other insurance in an amount sufficient to protect the Social Services District and the State Department of

Health from any potential liability that may accrue as a result of any actions by the Provider; such coverage may be an endorsement to an existing policy of the Provider. Regardless of the form or manner of coverage, the insurer shall be requested by the Provider to provide the Social Services District with a written acknowledgment of coverage, the terms and conditions thereof, and a commitment to notify the Social Services District at least ten days before any cancellation, reduction or other change in coverage becomes effective (pursuant to usual insurance "hold harmless" or "loss payee" provisions).

16. Fiscal Reports

The Provider shall make the necessary and/or required employer payroll reports, deductions, and tax, insurance, or other payments, including, but not limited to, providing for worker's compensation insurance, disability insurance, U.S. Social Security taxes, federal and state unemployment insurance benefits, withholding federal, state and local income taxes; and comply with any other legal or customary requirements.

17. Performance Standards

The Provider shall provide services which assure the health and safety of the client and assist the client to live as independently as possible. To assure the quality of the service, the following shall apply:

- a. The Provider shall commence services as expeditiously as possible upon receipt of an oral or written authorization from the Social Services District. If notice to commence services is received on a Friday, Saturday, Sunday, or Official State Holiday, the said hour period shall begin to run on the next business day following such Friday, Saturday, Sunday or State Holiday.
- b. The Provider shall establish and maintain procedures in order to ensure uninterrupted service in accordance with service authorizations, including the following:
 - i) The Provider shall establish and maintain a 24 hour per day, seven day per week system for emergency replacement of personal care aides.
 - ii) The Provider shall establish and submit to the Social Services District for review and approval a holiday coverage plan for the provision of services.
 - iii) Providers who are certified in accordance with Part 760 of 10 NYCRR or licensed in accordance with Part 765 of 10 NYCRR shall share with the Social Services District their plan for emergency and disaster preparedness prepared in accordance with Section 763.8 of 10 NYCRR and Section 766.5 of 10 NYCRR. Those agencies which are not required to be certified or licensed and are providing services exclusively under 18 NYCRR shall establish and submit to the Social Services District for its prior approval a plan for maintaining services in the event of an emergency, including snowstorms and power failures.
 - iv) The Provider shall promptly notify the client and the Social Services District when the Provider is unable to provide continuing

services in accordance with service authorization. The Provider shall make such emergency arrangements as shall be necessary to ensure that the safety of the client is not endangered by the inability of the Provider to provide the authorized services.

- c. The Provider shall notify the Social Services District when personal care services appear to be no longer appropriate. The Provider shall in no event terminate services to a client without the prior approval of the Social Services District.
- d. The Provider shall notify in writing all their employees that the personal care aides cannot cash checks, do banking or pay bills for the client without special written permission from the Social Services District. If such permission is granted, all such transactions shall be documented in writing.
- e. The personal care aide shall not directly or indirectly solicit any gift or accept any gift, whether in the form of money, services, loans, time off, telephone usage, travel or any other form.

18. Administrative Supervision

The Provider agrees to perform administrative supervision activities to assure that personal care services are provided as authorized by the case management agency. To assure that services are provided according to the level, amount, frequency and duration authorized, the provider agrees to:

- a) Notify the case manager agency within 24 hours of the initial referral whether the agency accepts or rejects an assigned case. If the provider accepts the client, the provider agency must notify the case management agency of the arrangements made to provide personal care services. If the provider rejects the client, the provider agrees to notify the case management agency of the reason for rejecting the referral.
- b) Assign a personal care aide(s) to the client which can meet his/her needs. In making such a determination, the Provider agrees to take the following into consideration:
 - i) the skills needed by the patient;
 - ii) the patient's cultural background, primary language, personal characteristics and geographic location; and
 - iii) the ability of the personal care aide to communicate with the patient or on the patient's behalf;
- c) Promptly provide a replacement when the assigned personal care aide:
 - i) Is unavailable;
 - ii) Does not work effectively with the patient or care givers or provides personal care services inappropriately or unsafely; or
 - iii) Is not performing to the satisfaction of the client.
- d) Promptly notify the case management agency when the provider is unable to maintain coverage including cases requiring service at night, weekends and holidays, or when there are questions regarding the adequacy of the authorized personal care services.
- e) Participate in, or arrange for, the orientation of persons providing personal care services to the employment policies and procedures of the agency;

- f) Evaluate, at a minimum annually, the overall job performance of persons providing personal care services;
- g) Check time cards for required documentation and maintain scheduling records and any other records necessary to fulfill required administration activities.

19. Provider Records

- a The provider agrees to maintain books, records, documents and acceptable accounting procedures and practices which adequately reflect all direct and indirect costs of any nature expended in the performance of this Agreement. The Provider also agrees to collect and maintain program and statistical records as prescribed by and on forms furnished by the Social Services District and authorized by the State Department of Health.
- b The Provider agrees to retain all books, records, and other documents relevant to this Agreement for six (6) full years after final payment. Federal and/or State auditors and any persons duly authorized by the Social Services District shall have full access to and the right to examine any of said materials during said six (6) year period.
- c The Social Services District and the Provider shall observe and require the observance of applicable Federal and State requirements relating to confidentiality or records and information, and each agrees not to allow examination of records or disclose information, except for examination of records by the Social Services District and/or the state Department of Health as may be necessary to assure that the purpose of the Agreement will be effectuated. The Social Services District also agrees that the physician's orders, the nursing and the social assessments will be maintained within their records provided that the district furnishes copies of such written documentation and information, including copies of the physician's orders and nursing assessment, and access to its staff, as may be required by the State Department of Health or by the licensed Provider agency, to assure compliance with applicable statues, rules and regulations.

20. Cooperative Agreements

The Provider agrees that it has notified or will notify, the Social Services District and/or the State Department of Health of any affiliated entities with which it has direct or indirect cooperative agreements, contracts for services, or any other type of formal or informal arrangement whereby the costs and/or the amounts received in reimbursement for services rendered to recipients are shared among or transferred between the Provider and any other entity(ies); if the Provider makes any disbursement directly or indirectly to any entity receiving reimbursement from any governmental agency, the Social Services District and/or the State Department of Health shall also be notified.

21. Rates of Payment

The Social Services District shall reimburse the provider at the rate(s) set forth by the State Department of Health and approved by the State Division of the Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment and no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth. The terms set forth on

the rate page appended hereto shall be made a part hereof and shall be incorporated herein.

22. Local Variations

Local variations, if any, shall be set forth in Appendix B, appended hereto and shall be effective only if the terms and form of such variations do not conflict with the contents of this contract. The words and meaning of the terms in the main body shall be controlling to the exclusion of the local variations unless a separate executed Agreement between the State Department of Health and the Social Services District deliberately changes said effect and a copy of said Agreement is appended thereto.

23. Civil Rights Requirements

The Provider agrees to comply with the requirements of the United States Civil Rights Act of 1964 as amended and Executive Order No. 11246 entitled "Equal Employment Opportunities" and the regulations issued pursuant thereto as shall be deemed to exist or to bind any of the parties hereto.

24. Non-Discrimination Requirements

The Provider agrees to observe and comply with the Federal regulations contained in 45 CFR 84 entitled "Non-discrimination on the Basis of Handicap; Programs and Activities Receiving or Benefiting from Federal Financial Assistance."

25. Effective Dates

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 other parties hereto. Terms of this Agreement shall be effective beginning January 1, 2011 through December 31, 2011 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement.

26. Signatures

In Witness Whereof, the parties hereunto have signed and executed this Agreement on the date(s) indicated opposite their respective Signature.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: 10/15/2010

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 10/15/2010

Agency: U.S. Care Systems, Inc.

Authorized Signature: Robin E O'Brien

Print Authorized Name: ROBIN E. O'BRIEN

Title: Executive Director

eMedNY ID # 01060939 LPN NPT 1518053842

APPENDIX A

The Parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract:

- I. This contract may not be assigned by the Provider or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State Department of Health.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The provider specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - a) No laborer, workman or mechanic, in the employ of the provider, subprovider or other person doing or contracting to do the whole or; any part of the work contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in the emergencies set forth in the Labor Law.
 - b) The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law.
 - c) The minimum hourly rate of wage to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 1. The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than;
 - a. The stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended, or
 - b. Less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The Provider specifically agrees, as required by the provisions of the Labor Law, Section 220-e as amended, that:
 - a) In hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no provider, subprovider nor any person acting on behalf of such provider or subprovider, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - b) No provider, subprovider, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for

the performance of work under this contract on account of race, creed, color, sex or national origin.

- c) There may be deducted from the amount payable to the provider by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract.
- d) This contract may be canceled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the contract.
- e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. 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 race, creed, color, sex, national origin, age, disability or marital status.
- b) If directed to do so by the Commissioner of Human Rights, the contractor will send to each labor union or representative of workers with which the contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative or the provider's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the providing agency as part of the bid or negotiation of this contract, the provider shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and 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 provider shall promptly notify the State Commissioner of such failure of refusal.
- c) If directed to do so by the Commissioner of Human Rights, the provider will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner 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 Provider will state, in all solicitations or advertisement for employees placed by or on behalf of the Provider, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability, or marital status.
- e) The Provider will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discriminatory clauses and such sections of the Executive Law, and will permit access to the provider's books, records and accounts by the State Commissioner of the 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 providing agency upon the basis of a finding made by the State Commissioner of Human Rights that the provider has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or public authority or agency of the State, until the Provider satisfies the State Commissioner of Human Rights that the Provider has established and is carrying out a program in conformity with the provisions of these not-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the provider and an opportunity has been afforded the provider to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by Law.
- g) The provider 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 subprovider or vendor as to operations to be performed within the State of New York. The Provider will take such action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the providing agency 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 State Commissioner of Human Services of the providing agency, the Provider shall promptly so

notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

- VI. The agreement shall be void and of no force and effect unless the provider shall provide coverage for the benefit of, and keep covered during the life of this agreement, such employees as are required to be covered by the provisions of the Worker's Compensation Law.
- VII. In accordance with Section 200-f of the Labor Law and Section 139-h of the State Finance Law and the regulations of the Comptroller of the State of New York promulgated thereunder, the provider agrees, as a material condition of the contract:

- a) That neither the provider nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder;
- b) That if the Provider or any substantially owned or affiliated person, firm, partnership or corporation has been convicted or subjected to a final determination by the United States Commerce or any other appropriate agency of the United States of a violation of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder, the contractor shall notify the Comptroller of such conviction or determination in the manner prescribed by the Comptroller's regulations.

APPENDIX B

(Local Variations)

The New York State Department of Social Services has assumed full responsibility for setting home care services rates for Medicaid eligible clients.

Oneida County Department of Social Services agrees to make payment to U.S. Care Systems, Inc. at the reimbursable rate established by the New York State Department of Health.

APPENDIX C

AGREEMENT BETWEEN A LOCAL DEPARTMENT OF SOCIAL SERVICES AND
A CONTRACTING AGENCY FOR PERSONAL CARE SERVICES (PRUSUANT TO
TITLE 11
OF ARTICLE 5 OF THE NEW YORK STATE SOCIAL SERVICES LAW)
(FOR TITLE XIX SERVICES ONLY)

Between:

Oneida County Department of Social Services
(Social Services District)

and:

U.S. Care Systems, Inc.
(Provider)

Nursing Supervision

WHEREAS, as agreement has been or is simultaneously being executed between the parties hereto for the provision of home health care and personal care services; and,

WHEREAS, nursing supervision for personal care may be provided by a registered nurse who is an employee of a voluntary or proprietary agency pursuant to 18 NYCRR, and

WHEREAS, the Provider(s) herein represent(s) that he, she, it or they will provide said nursing supervision services as authorized pursuant to applicable state law and which are eligible for reimbursement thereto.

NOW, THEREFORE, the parties signing and executing this instrument do, in consideration of the above, covenant and agree as follows:

- A. All the terms and conditions contained in the agreement to which this addendum is appended shall continue in effect and the terms and conditions in this addendum are to be supplementary and subordinate therein.
- B. The Provider(s) agree(s) to provide nursing supervision for personal care as defined in New York State Department of Health If requested by the local Social Services District, the Provider agrees to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of New York State Social Services Law if requested to provide said services by a social services district subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the Agreement to which this addendum is appended.
 - a. All the terms and conditions contained in the agreement to which this addendum is appended shall continue in effect and the terms and conditions in this addendum are to be supplementary and subordinate thereto.
 - b. The Provider(s) agree(s) to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of the New York State Social Services law, if requested to provide said services by a social services district subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the agreement to which this addendum is appended.

- c. The Provider(s) agree(s) that all nursing supervision services performed under its direction shall be performed by a registered nurse who possesses the qualifications required by New York State Department of Health and/or any other state or federal law and/or regulations; all persons rendering such nursing supervision services shall be employees of the Provider in accordance with the New York State Department of Health requirements.
- d. The Social Services District shall reimburse the Provider at the rate(s) set forth by the New York State Department of Health and approved by the state Division of Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment, and no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth. The terms set forth on the rate page appended hereto shall be made a part hereof and shall be incorporated herein.
- e. This addendum shall be valid and binding for the time period set forth in the agreement to which this addendum is appended unless a shorter period of effectiveness is set forth below:

From (date):

To:

- f. This addendum contains all the additional terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, exist regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto, and any amendments, modifications, or revisions shall be subject to the terms and/or conditions set forth in the agreement to which this addendum is appended.

IN WITNESS WHEREOF, the parties hereunto have signed and executed this agreement on the date(s) indicated opposite their respective signatures. This addendum shall be valid and binding for the time period set forth in the Agreement to which the addendum is appended.

DATE: _____

For the Oneida County
Department of Social Services: _____
Lucille A. Soldato, Commissioner

DATE: 10/15/2010

For: _____ U.S. Care Systems, Inc.
(Provider)

Authorized Signature: Robin E. O'Brien

Print name and Title: Robin E. O'BRIEN Executive 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.

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.

U.S. Care Systems Inc.
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

ROBIN E. O'BRIEN Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Robin E. O'Brien 10/15/2010
SIGNATURE 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 15, 2010

FN 20 10 - 420

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.

The Department has contracted with Mohawk Valley Community Action for several years for Parent Aide Services. The Parent Aide provides intensive in-home services to our most dysfunctional families. The goal is to provide Preventive Services and re-direct the families to avoid child abuse, neglect and foster care placement.

Parent Aide Services is defined by New York State Office of Children and Family Services 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, personal coping behavior, personal hygiene and anger management.

This Agreement has the term January 1, 2011 through December 31, 2011 and totals an annual cost of \$331,500. The local cost to support this effort is 27.88 % or \$ 92,422.20. The provision of this service is a vital element in our Preventive Services Program.

I am respectfully requesting that this matter be submitted to the Board of Legislators for their consideration.

Thank you for your attention to this matter.

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 11/30/10

LAS/tms
attachment.

REC'D / EN
ONEIDA COUNTY LEGISLATIVE
2010 NOV 23 PM 3:55

11/15/10
14901

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Mohawk Valley Community Action
9882 River Road
Utica, New York 13502

Title of Activity or Services: Parent Aide Services

Proposed Dates of Operations: January 1, 2011 through December 31, 2011

Client Population/Number to be Served: Parents whose children are considered at risk of placement, however, this service will result in an earlier return from foster care than would have otherwise been possible or to avoid or reduce the possibility that a child who has been discharged from foster care would return to such care. Numbers to be served: approximately 98 families at any given time.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services Parent Aide Service 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 designated 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, personal coping behavior, personal hygiene and anger management.

2). Program/Service Objectives and Outcomes

- **Outcome:** Parents will demonstrate an improved ability to appropriately parent their children through an increased knowledge of child development, as well as, improved skills in regards to issues related to child care such as discipline, nurturing and role modeling.
Performance: Every parent referred to parent aide program will successfully complete the core curriculum, designed to improve the parent's child rearing competence within 6 months from the initiation of service.
- **Outcome:** There will be observable improvement in the parent's ability to provide a safe home and appropriate supervision for their children.
Performance: There will not be any new allegations of abuse or neglect during program participation.
- **Outcome:** Parent aide services will provide family centered and culturally competent services to the target population.
Performance: Families will remain engaged in services until service plan goals are successfully completed.

3). Program Design and Staffing Level -

1 Part-time Program Manager
7 Family Specialists

Total Funding Requested: \$ 331,500

Oneida County Dept. Funding Recommendation: Account # A6070.49547

Mandated or Non-mandated: Preventive Mandated service

Proposed Funding Source (Federal \$ /State \$ / County \$):

FEDERAL	38.39 % -	\$ 127,262.85
STATE	33.73 % -	\$ 111,814.95
COUNTY	27.88 % -	\$ 92,422.20

Cost Per Client Served:

Past performance Served: Mohawk Valley Community Action has had a contract with Oneida County Department of Social services for Parent Aides since 1985. The total contracted cost of this contract in 2010 was \$328,131.00.

O.C. Department Staff Comments: Parent Aide service went out to RFP for this service and as a result there is an increase cost for this service. The Department believes to provide the best service for it's dollar awarding the Parent aide services to two different agencies Mohawk Valley Community Action and Catholic Charities.

11/15/10
14901

Oneida Co. Department Social Services

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Only Respondent _____
Sole Source RFP _____

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Purchase of Service 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 MOHAWK VALLEY COMMUNITY ACTION a not-for-profit corporation (PARENT AIDE/CASE PLANNING) as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law (or, a public agency) having its principal office at 9882 RIVER ROAD, UTICA, NY 13502 (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:

*Mohawk Valley Community Action Agency, Inc.
Parent Aide Services*

14901
1/11/11-12/31/11

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 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 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: MOHAWK VALLEY COMMUNITY ACTION (PARENT AIDE), 9882 RIVER ROAD, UTICA, NEW YORK 13502 ; 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

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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 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 closeout 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: 11/4/10

Agency: Mohawk Valley Community Action Agency, Inc.

Authorized Signature: Amy Turner

Print Authorized Name: Amy Turner

Title: Executive Director

APPENDIX B

Purchase of Service Specifications between Oneida County Department of Social Services and
Mohawk Valley Community Action.

I. Preventive Service Goals and Objectives, 2011

Target Population: Mohawk Valley Community Action Parent Aides will provide community-based services to 98 families at any given time in order to prevent foster care and to return children from foster care. The major priority of preventive services during 2011, is to decrease the number of children coming into foster care and to return children to a permanent living arrangement. The Agency will pursue an aggressive policy regarding permanency planning for children at risk of coming into care and children in care.

Preventive Services is fully described under Section I Definitions, Pg.2 of the generic Contract and this Agreement is subject to that description.

The Contractor agrees to establish the following:

A). Provide family and community based services to children at imminent risk of placement into Foster Care and their families. The products are aimed at reducing the number of children entering / reentering Foster Care to include PINS and JDS and helping them return successfully to the community.

B). To reunify children in Foster Care with their families as quickly as possible through training, education and family support services designed specifically to strengthen the family unit. Intervention of Parent Aide Program services ensure a safer, more nurturing and health home environment.

C). To assist children and families in longer term planning when a return home from Foster Care is not possible. This may include adoption when appropriate and possible.

D). To serve a minimum of 98 families at any given time during the contract year.

Outcomes/measurements for Parent Aide Contract:

- Outcome: Parents will demonstrate an improved ability to appropriately parent their children through an increased knowledge of child development, as well as, improved skills in regards to issues related to child care such as discipline, nurturing and role modeling.

Performance: Every parent referred to parent aide program will successfully complete the core curriculum, designed to improve the parent's child rearing competence within 6

months from the initiation of service.

Measurement: 70% of the families referred for parent education will successfully complete the curriculum.

- Outcome: There will be observable improvement in the parent's ability to provide a safe home and appropriate supervision for their children.

Performance: There will not be any new allegations of abuse or neglect during program participation.

Measurement: 70% of the families assigned a parent aide will not have a substantiated abuse or neglect report during program participation.

Measurement: 70% of the families assigned a parent aide will not have a child placed outside the home during program participation.

- Outcome: Parent aide services will provide family centered and culturally competent services to the target population.

Performance: Families will remain engaged in services until service plan goals are successfully completed.

Measurement: 70% of the participants will report satisfaction with the services provided as measured by a client satisfaction survey given 30 days from the start of the program and 30 days after services end.

II. Program Descriptions

Staffing: Mohawk Valley Community Action will employ (1) Program Manager and (7) Family Specialists (each Specialist will have a maximum caseload of 14 cases at any given time). Mohawk Valley Community Action agrees to Provide Parent Aide Services to (98) families at any one time during the Contract year. These cases will be drawn from the Department's active preventive and protective caseload. The parent aide will be available flexible hours to better serve the families. Staff will preferably hold a minimum of an Associate's degree or experience as deemed appropriate by the Department, with some experience in working with at-risk youth or providing parenting programming.

The contractor agrees, the Parent Aide will facilitate supervised visits at the Departments discretion.

The Contractor agrees to continue to provide required services to families as outlined in this Agreement, New York State Department of Social Services Regulations, regardless of the vacancy status of personal

The Contractor agrees to provide Parent Aide Services as defined below by New York State Department of Social Services.

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.

Department required Operating Procedures

1. Referrals will be made by the Department and faxed to the Agency. The referral packet will include the parent aide referral form, any court orders and FASPS, as well as contact information for the current caseworker and supervisor. In the absence of the court order of FASP, the department will provide a brief summary of what is in the current court order and the basic service plan agreed upon at this point.
2. Within 2 business days of the date of the referral the agency will notify the department who was assigned the case.
3. Upon receipt of the referral, and within 2 business days of such, the parent aide will contact the caseworker to discuss case issues, initial assessment of family's needs and a possible plan of action.
4. Within 5 business days of assignment the parent aide will contact the family and establish meeting schedule. Parent aide contacts will initially be weekly and as case transitions to closure contacts will be decreased. These decisions should be discussed with the assigned caseworker and made part of the service plan reviews.
5. Parent aide will make monthly phone or other personal contact with the assigned caseworker and provide monthly update as to case status.
6. Parent aide will complete contemporaneous case notes of all case contacts. These notes will include, but not be limited to, the following information: where, when and how the contact occurred, who was present during the contact, purpose of the contact, issues discussed during the contact, any concerns noted during the contact and an ongoing assessment as to how much progress the parent is making to reach the established goals. These notes will be provided to a designated person within the Department by the 5th of the following month.
7. Parent aide will attend and participate in all FASP related meetings and/or service planning meetings that they are requested to attend when provided reasonable notice.
8. Parent aide will attend Court as requested and testify as needed.
9. Parent aide will utilize a parenting curriculum to provide one on one parent skills training. This training will be a priority for the agency and every effort will be made to complete the training expeditiously within the guidelines of the particular curriculum. The agency will notify the department of a parent's successful completion of the parenting program and/or the parent's failure to complete or benefit from the training.
10. The parent aide will notify the department (both the caseworker and department's designated staff person) if after reasonable attempts a family is not cooperating with parent

aide services.

11. The Department will schedule a service plan meeting to discuss lack of compliance and make an appropriate plan of action. If the decision is to terminate parent aide services pending future compliance the agency will provide a letter to the department outlining their efforts and the reason for the closure.
12. At every 6 month FASP review the Department's Grade A Supervisor must approve the continuation of parent aide services.
13. Referral and/or open cases will not be rejected or closed without the approval of the Department

Due to the large geographic area and lack of public services transportation is a key issue for families seeking self sufficiency. The agency will work with the families to establish goals to address the transportation issue and enable them to plan for appropriate transportation when needed (ex. Considering transportation issues when locating a home or service, learning how to utilize public transportation services such as taxi's, bus routes, ride sharing, securing a vehicle if possible etc...) The Contractor agrees to arrange or provide transportation for clients assigned to their caseload, for the following situations, but not limited to these situations;

1. Medical Appointments
2. Visitations
3. Counseling appointments
4. Shopping, and Contacts with other Agencies to improve housing
5. Pre-Placement Visits, if necessary.
6. to the Department for Departmental business.

1). *Mohawk Valley Community Action will provide comprehensive case management services based upon Family Development Model.*

The Family Development Model is used to help families reduce the barriers, which prevent them from leaving poverty and becoming self-sufficient. The underlying purpose is the pursuit of a delivery system, which maximizes a family's potential so they may leave welfare and become a participating contributing member of our society.

In working, with a family, the worker helps determine who owns a problem, and point out alternatives and discusses solutions. The Family Development system focuses away from crisis orientated and fragmented services towards an empowerment and family support based approach. The approach emphasizes prevention, interagency collaboration and a greater role for families when determining services. Long-term case management has been used successfully to assist participants in recognizing and solving their own problems, accessing services and setting goals, which will lead to stable families and ultimately self sufficiency.

The family development model consists of a six-stem process:

1. Stabilize household,
2. Enhance living conditions,
3. Improve family members' physical, social and educational development,
4. Increase literacy levels and basic employment skills,
5. Coordinate delivery of integrated services,
6. Assist in empowering the family toward achieving self-sufficiency.

Self-sufficiency services through Family Development:

Case Management, using the Family Development model, will be intense during the family's enrollment in the program. There will be a minimum of one hourly home visit per week, with the number decreasing as the family's abilities and capabilities grow. Emphasis will be upon increasing the family's problem-solving capability, enabling them in becoming self-confident and self-sufficient.

Case management will be provided for as long as deemed necessary by the courts or the Department of Social Services. Upon successful completion of the Parent Aide Services, MVCAA will offer the family continued case management services through other agency programs. Based upon past program experience, families will average 12 to 15 months in the program, with some families requiring up to two years to achieve stability.

After the family's immediate needs have been met, the worker will conduct an in-depth interview. The interview, which may be spread over several visits, will be based upon the Family Assessment Survey. This will work with the worker to develop short and long-term goals, and to identify in an action plan the steps necessary to attain them. The worker will assist the family in accessing information, services, and assistance required achieving their self-determined goals.

Family Assessment will be updated minimally every three months, and will be used by the family and worker to gauge the family's progress in maintaining or achieving custody of their children and in achieving family-set goals.

Each family will receive training on the rights and responsibilities of tenants and landlords. Topics will include obtaining minor repairs and maintenance, withholding rent, what to do if rent cannot be paid, and eviction proceedings. The worker will discuss budgeting with the family and help them set priorities and develop a working budget, if needed. A family with severe budgeting or debt problems will be referred to Consumer Credit Counseling for in-depth assistance.

Families will be referred to local agencies to address issues that threaten their housing and self-sufficiency. Integral to the referral process will be supporting and encouraging families' efforts to access needed services and become effective advocates for their own needs.

Adults without a high school diploma will be strongly encouraged to pursue a GED, through referral to the local BOCES, or Even Start for homebound mothers of infants and young children.

Families will be encouraged and assisted in gaining full-time employment. With the advent of welfare reform, long-term dependence upon public assistance is no longer an option. Families will need their own source of income if they are to remain in permanent housing. In Oneida County, Working Solutions is the entry point into government-sponsored training, pre-employment, and placement services. Program participants will be made aware of job openings within the MVCAA programs and services, and will receive high consideration for any for which they are qualified.

Childcare is an important issue for single parent families and those in which both parents are employed often and economic necessity for project families. The Mid-York Child Care Coordinating Council assists parents in Oneida Counties in locating quality childcare by maintaining a list of all state-licensed and certified providers, and by educating parents in selection of appropriate care. The worker will refer parents to the Coordinating Council as well as to the Head Start/Early Head Start (all of Oneida County, including the City of Utica) programs and to childcare operated by MVCAA in Rome, as appropriate. Parents will be encouraged and assisted in accessing available childcare subsidies for public assistance recipients and the working poor.

Families dealing with domestic violence will be referred to the Domestic Violence Programs in Oneida County for counseling and assistance. Some legal issues may be handled by Legal Aid Society of Mid-New York, which maintains offices in Rome and Utica.

Health, mental health, and substance abuse problems will be referred to appropriate organizations. The Oneida County Public Health Nursing Services provide well-child clinics and child immunizations; lead screening, and pre- and post-natal services. MVCAA's many programs maintain relationships with a variety of health, mental health, and substance abuse treatment providers in localities throughout the service area that will accept referrals from Parent Aide Program and other agency programs.

MVCAA Operating Protocols

- *Case opened: Initiated by referral from Department of Social Services (fax or mail)*
- *Referral reviewed by Family development Program Director, checking for completeness and duplication of services. Parent Aide assigned to will notify department of assignment within 2 business days.*
- *Family Specialist will contact the family by phone preferably, or by mail if no phone available to establish initial visit. They will also contact the Case Planner at this time to discuss case. If a Unified Case Review (UCR) has not been received, one will be requested at this time. (3 business days) within 5 business days contact will be made with Family and a meeting schedule put in place.*
- *Meeting schedule is established, release of information signed, and an assessment is started with the family at the initial visit. The Case Planner is always given the option of accompanying on the first visit (5 business days)*
- *Housing Inspection completed and submitted to DSS. (10 Business days)*

- *Weekly home visits occur. Minimum of one hour per week. (Direct service time with family does not include travel time) Routine communication with Case Planner occurs after each visit.*
- *Attend court hearings. Provide progress notes, calendars, visit agendas, and prepare affidavits.*
- *Testify as requested*
- *Monthly reports are completed and submitted by the 5th of the following month.*
- *Participation in all Team Meetings with Case Planner.*

Parenting One-on-One

The Family Specialist will address the family's parenting issues one-on-one during home visits. MVCAA's one-on-one parenting sessions, have been deemed upon by Oneida court judges as meeting the requirement to attend parenting classes. Everyone learns and retains information differently; therefore it is a must to provide information in as many mediums as possible. Our parenting sessions; incorporate – visual (videos), written (pamphlets, workbooks that follow the videos) and verbal. These "tools" provide standardized information utilized by all Family Specialists.

The following is a list of MVCAA reference materials and their content:

Boys Town Common Sense Parenting Video Kit: This series of six session comes with an interactive workbook which includes activities that are done during the video and also "homework" that is done independently.

Session 1 – Parents and Teachers: How you can communicate clearly with your children and how to use positive and negative consequences with children to change their behavior.

Session 2 – Encouraging Positive Behavior: Shows how catching children when they're being good is one of the best ways to encourage more positive behavior. How to praise children effectively and how to use charts and contracts to help children set and reach reasonable goals.

Session 3 – Preventing Misbehavior: Demonstrates how to prevent problems before they occur by teaching your children what they need to know to be successful in new situations or in situations that have been trouble for them in the past.

Session 4 – Correcting Problem Behaviors: Shows how to respond effectively to children's misbehavior and increase the likelihood that children will behave better in the future.

Session 5 – Handling Emotionally Intense Situations: Shows techniques you can use to stay calm and to teach children self control when they throw temper tantrums, scream hit or defy you.

Session 6 – Helping Children Succeed in School: Demonstrates what you can do at home to help

children do well in school. How to use school notes, manage time and assist with homework.

ADHD: What Can We Do: This video and workbook focuses on the most effective ways for managing ADHD. Parent training strategies are detailed and effective techniques such as home token systems are demonstrated.

ADD Hyperactivity Workbook: This workbook touches topics such as, characteristics and causes of ADHD, medication management, psychological counseling and behavior modification. You will find practical strategies to solve common problems found by parents of children with ADHD. Worksheets targeted at specific behaviors for change, and behavior rating scales.

Building Blocks For Successful Parenting – Video series of five programs to help parents with preschool children address the issues that are important in the early years. Each program will equip parents with the building blocks that support successful parenting and successful kids. Created to empower parents immediately. This series gives tools that every parent including teenage parents can use right away. Each video comes with a guide to be used so the parents can get the most out of these programs.

2). *The Contractor agrees to train in Techniques in Parenting and Dwelling Unit Inspection as per the Department of Social Services.*

3). *Performance Targets:*

MVCAA utilizes a strategy that focuses on a performance-based model for management called ROMA, Result Orientated Management & Accountability.

Verification of a family's progress will be based upon the quarterly up-dates of the MVCAA Data Base made by the entries of the assigned worker. The results of the outcomes will be reported to Department.

The Agency will complete Title XX Eligibility forms for each Family. The forms must be submitted monthly with Oneida County Voucher no later than the 5th day of the following month to ensure payment and include a summary of the months activity.

The Contractor agrees to prepare and provide any and all monthly or Quarterly reports required by the County and/or State Governments pertaining to this Contract.

III. The Contractor represents and agrees to comply with 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 Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

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 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.

IV. 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 Department determines that the Contractor has violated a material term of this Agreement.

V. Claiming Procedures - The Agency will bill monthly by County Voucher provided by the Department: which shall include Contract number, Contract Name, fiscal and Programmatic data and Title XX forms as required by the Department. The Agency will attach a final reconciliation of expenditures, as per the attached budget. A final reconciliation is required and fiscal adjustments upon presentation of the final voucher of the contract.

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, and maintained for a period of 6 years.

The Contractor agrees that the equipment is the property of the Department and shall revert to the Department upon any termination or failure to renew the contract.

VI. The Contractor agrees to complete a listing of current Contract Personnel upon a full execution of the Agreement (attachment). The Contractor agrees to notify the Department of staff vacancy and / or staff changes through the attached Staff Modification notice. Both staff data notices shall be sent to the Contract Administrator

VII. The Contractor agrees to provide a program "portfolio," as discussed and mutually agreed upon. The Contractor agrees to participate in program evaluation planning and preparation.

VIII. Cost and Term - The total cost of the Program is not to exceed \$ 331,500 per the attached budget. The term of this contract shall be from January 1, 2011 to December 31, 2011 and maybe renewed agreeable to each party, and completed prior to the end of the term of this agreement.

IX. The Contractor agrees to provide an Annual Certification as attached pertaining to this contract as part of the Contractor's Annual Independent audit.

X. 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.

XI. Contract Termination - This Contract may be terminated by the Department at any time upon submitting a 30 day written notice of intent to terminate to the Contractor.

XII. 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.

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.

Mohawk Valley Community Action Agency, Inc.
Parent Aide Program Budget
January 1, 2011 – December 31, 2011

Budget Summary

Personnel Services

Salaries/Wages	\$ 180,080
Fringe	\$ 57,998
Total	\$ 238,078

Non-Personnel Services

Travel	\$ 19,345
Equipment	\$ 0
Supplies	\$ 1,000
Contractual Services	\$ 0
Total	\$ 20,345

Other Expenses

Occupancy	\$ 23,544
Telephone/Internet	\$ 4,639
IT/Database	\$ 10,564
Postage	\$ 615
Copy/Printing	\$ 2,215
Indirect Cost	\$ 4,366
Admin Costs	\$ 27,134
Total	\$ 73,077

Project Total \$ 331,500

Mohawk Valley Community Action Agency, Inc.
Itemized Breakdown of Budget
January 1, 2011 – December 31, 2011

Personal Services Cost

Position Title/ Staff Name	Annual Salary	% Time on Project	Amount
Assistant Program Manager	\$ 32,000	33.81%	\$ 10,820
Family Specialist	\$ 27,300	100%	\$ 27,300
Family Specialist	\$ 25,480	100%	\$ 25,480
Family Specialist	\$ 23,660	100%	\$ 23,660
Family Specialist	\$ 23,660	100%	\$ 23,660
Family Specialist	\$ 23,660	100%	\$ 23,660
Family Specialist	\$ 23,660	100%	\$ 23,660
Family Specialist	\$ 21,840	100%	\$ 21,840
Salary Total			\$ 180,080
Fringe Benefits			\$ 57,998
Total Personal Cost:			\$ 238,078

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.

MVCAA

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Amy Turner, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Amy Turner

SIGNATURE

11/4/10

DATE

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

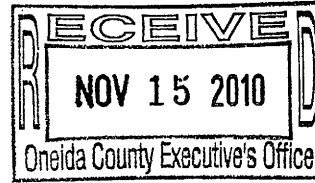
Scott D. McNamara
District Attorney

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 G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.

Dawn Catera Lupi
First Assistant

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



October 29, 2010

FN 20 10 - 421

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

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

In February of 2010, I received your approval, as well as the Board of Legislators, for a supplemental appropriation within the federal forfeiture cost center in the amount of \$4,500 to purchase a canine for the Oneida County Sheriff's Department Police Benevolent Association. The Sheriff's Department has recently requested that the money be used to assist with the purchase of a Total Workstation rather than a canine. Therefore, by this letter, I am seeking your approval to use the money for this purpose. The funds are already in the appropriate account. (A1162.495121 Law Enforcement, Other Expenses - Federal Forfeiture Funds)

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

Thank you for your time and assistance in this matter.

Very truly yours,

Scott D. McNamara
Oneida County District Attorney

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 NOV 23 PM 3:30

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

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

Anthony J. Picente, Jr.
County Executive
Date 11/22/10

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

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Christopher D. Hameline

October 25, 2010

FN 20 10-408

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

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

Enclosed is the proposed grant award which the New York State Division of Criminal Justice Services has rewarded our office in the amount of \$143,500.00. The grant period is from July 1, 2010 through June 30, 2011. Matching funds are not required.

I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.

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

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

Date 11/22/10

SDM/jb
Enc.

Sincerely,

Scott D. McNamara

Scott D. McNamara
Oneida County District Attorney

2010 NOV 23 PM 3:41
ONEIDA COUNTY LEGISLATURE

ONEIDA COUNTY BOARD
OF LEGISLATORS

Name of Proposing Organization:

Oneida County District Attorney

Title of Activity or Service:

IMPACT VII

Proposed Dates of Operation:

07/01/10 – 06/30/11

Client Population/Number to be Served:

Summary Statements:

1) Narrative Description of Proposed Services

Funds will be used to support coordinated strategic crime fighting and violence prevention initiatives. This project is New York State's multi-agency crime fighting program designed to achieve sustained, long term crime reduction through intelligence-led policing.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing

Total Funding Requested:

\$143,500.00

Account #:

A3038

A1165.495124

Oneida County Dept. Funding Recommendation:

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

\$143,500.00 in state dollars.

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

<u>STATE AGENCY</u> Division of Criminal Justice Services 4 Tower Place Albany, NY 12203	<u>NYS COMPTROLLER'S NUMBER:</u> C484116 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501	<u>TYPE OF PROGRAMS:</u> Operation IMPACT <u>DCJS NUMBERS:</u> OI10484116
<u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000 000	<u>INITIAL CONTRACT PERIOD:</u> FROM 07/01/2010 TO 06/30/2011 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$143,500.00
<u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<u>MULTI-YEAR TERM:</u> (if applicable): 0 1-year renewal options.
<u>CHARITIES REGISTRATION NUMBER:</u> <div style="border: 1px solid black; width: 150px; height: 15px; margin: 5px 0;"></div> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div>	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contacts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input type="checkbox"/> Other (Identify)
IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Criminal Justice Services BY: _____ Date: _____ Office of Program Development and Funding <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". GRANTEE: BY: Hon. Anthony J. Picente Jr., County Executive Date: _____	
ATTORNEY GENERAL'S SIGNATURE Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller Title: _____ Date: _____

Award Contract**Operation IMPACT****Project No.****Grantee Name**

OI10-1048-D00

Oneida County

10/25/2010

AGREEMENT**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) Amendment. 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 amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, 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. 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 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 A-1.

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.

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, 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 claim, 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 or regulations, or as stated in Appendix A-1.

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 the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract**Operation IMPACT****Project No.****Grantee Name**

OI10-1048-D00

Oneida County

10/25/2010

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement

schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (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. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, 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; and (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.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.**

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used

for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the

State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law '165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in '165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:
NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROcity AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at <http://criminaljustice.state.ny.us/ofpa/forms.htm>. (rev)June, 2006

Certified by - on

Award Contract**Operation IMPACT****Project No.****Grantee Name**

O110-1048-D00

Oneida County

10/25/2010

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds \$15,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$15,000 or less, it shall not take effect until it is executed by both parties.

For grant solicitations or direct grant awards announced on or after April 10, 2006, if this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in writing and signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at:

www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller. An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract which result in a change of 10 percent or less to any budget category, the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

2. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. A letter signed by the Chief Executive Officer or Fiscal Officer authorizing these changes must be submitted to DCJS with the next voucher or fiscal cost report submission.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed \$450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to \$999 under this grant agreement can be obtained at the Grantee's discretion.

2. Consultant services that cost between \$1,000 and \$4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.

3. Consultant services that cost between \$5,000 and \$9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.

4. A Grantee obtaining consultant services that cost in excess of \$10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened;

and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to \$999 at its discretion.

3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$1,000 and \$4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between \$5,000 and \$9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module and print and submit such reports to DCJS/ODPF program representatives with the final program progress report or sooner. Alternatively, the Grantee may use the Equipment Inventory reports prescribed by DCJS to list equipment purchases and submit them to DCJS via postal service. Items of equipment costing less than \$500 do not need to be reported on the Equipment Inventory Reports although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and

possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports and one final report to DCJS via the GMS system and additional information or amended data as required.

A. Program progress reports will be due within 45 days of the last day of each calendar quarter or on an

alternate schedule as prescribed in Appendix D. The first program progress report will be due within 45 days of the last day of the calendar quarter from the start date of the program.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter; Report Due

January 1 - March 31; May 15

April 1 - June 30; August 15

July 1 - September 30; November 15

October 1 - December 31; February 15

B. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges within 45 days after the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;
- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee, additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at:
www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported

expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

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Certified by - on

Award Contract

Operation IMPACT

Project No.

Grantee Name

O110-1048-D00

Oneida County

10/25/2010

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County Probation Department - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Overtime - Probation Officers	1	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00
Total				\$20,000.00	\$20,000.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$20,000.00	\$20,000.00	\$0.00

Oneida County District Attorney - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Field Intelligence Officer	1	\$40,970.00	\$40,970.00	\$40,970.00	\$0.00
2	IMPACT/Domestic Violence Assistant District Attorney	1	\$43,895.00	\$43,895.00	\$43,895.00	\$0.00
Total				\$84,865.00	\$84,865.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Field Intelligence Officer - Fringe Benefits	1	\$10,974.00	\$10,974.00	\$10,974.00	\$0.00
2	IMPACT/Domestic Violence ADA - Fringe Benefits	1	\$11,861.00	\$11,861.00	\$11,861.00	\$0.00
Total				\$22,835.00	\$22,835.00	\$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Use of additional funding to be determined	1	\$15,800.00	\$15,800.00	\$15,800.00	\$0.00
Total				\$15,800.00	\$15,800.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$123,500.00	\$123,500.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$143,500.00	\$143,500.00	\$0.00

Award Contract**Operation IMPACT****Project No.****Grantee Name**

OI10-1048-D00

Oneida County

10/25/2010

**APPENDIX C
PAYMENT AND REPORTING SCHEDULE**

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted within 45 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Finance with its final fiscal cost report within 45 days of termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see <http://www.criminaljustice.state.ny.us/ofpa/forms.htm>). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law (<http://caselaw.lp.findlaw.com/nycodes/c113/a19.html>). Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Finance in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Finance
4 Tower Place
Albany, NY 12203-3764

7. Payment Schedule**PAYMENT and PAYMENT DUE DATE**

1: Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4: Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports must be submitted showing grant expenditures and/or obligations for each quarter of the grant within 45 days after the last day of the quarter for the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS and NYS Office of the State Comptroller approval to modify Personal Services and Non Personal Services budget categories by more than 10 percent.
 - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. **CONTRACT PAYMENTS:** Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and 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, 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, by email at 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 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.

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Award Contract**Operation IMPACT****Project No.****Grantee Name**

OI10-1048-D00

Oneida County

10/25/2010

APPENDIX D - Work Plan**Goal**

The goal of Operation IMPACT VII in Oneida County is to continue the reduction in incidents of Part 1 crime, particularly violent and firearm-related violent crime through active partnerships, timely accurate crime data and analysis, and the focused collection and sharing of intelligence among partner agencies.

Objective #1

To convene meetings of the Oneida County IMPACT Partnership in order to evaluate crime data for patterns and trends and assess the IMPACT VII strategy for crime reduction.

Task #1 for Objective #1

The Oneida County IMPACT Partnership will hold monthly meetings to evaluate their crime data for patterns and trends and assess the effectiveness of their IMPACT strategy attended by representatives from the partner agencies that signed the IMPACT VII Memorandum of Understanding.

Performance Measure

- 1 Date, time and location for each meeting.

Objective #2

To continue the enhancement of the Field Intelligence Officer within the Oneida county District Attorney's Office.

Task #1 for Objective #2

Employment of a Field Intelligence Officer in the Oneida County District Attorney's Office who will conduct daily debriefings of arrestees, inmates and other person of interest, and will act as liaison(s) with other law enforcement agencies in the partnership regarding all field intelligence.

Performance Measure

- 1 Name and starting date of Field Intelligence Officer(s) hired.
- 2 Number of debriefings on inmates.
- 3 Number of debriefings on arrestees.
- 4 Number of debriefings on persons of interest.
- 5 Summary of any other contributions of each of the funded FIOs.
- 6 Provide examples of reports and/or bulletins that are developed and distributed by the agency Field Intelligence Officer(s).
- 7 Notify DCJS of any changes of personnel.

Task #2 for Objective #2

The grantee will provide a brief narrative regarding activity reflected by the performance measures included in the Quarterly Progress Report.

Performance Measure

- 1 Include in the appropriate Quarterly Progress Report to DCJS a narrative summarizing activity reflected in the Performance Measures.

Objective #3

To continue the improvement and expansion of the abilities of the Field Intelligence Officer through appropriate training.

Task #1 for Objective #3

The Field Intelligence Officer(s) will be available to participate in DCJS training upon request or as needed.

Performance Measure

- 1 Type of training course attended (provide DCJS with a copy of training announcement).
- 2 Dates of training.
- 3 Name(s) of Field Intelligence Officer(s) who attended training.
- 4 Copy of course completion certificate(s).
- 5 Prior DCJS approval obtained for out-of-state training.

Objective #4

To decrease the incidence of Part 1 crime, particularly violent and firearm-related violent crime through enhanced investigations and vertical prosecutions.

Task #1 for Objective #4

The grantee will designate personnel who will vertically prosecute Part 1 crime, particularly violent and firearm-related violent crime and report on this activity in the quarterly progress report to DCJS.

Performance Measure

- 1 Personnel assigned (Note: include rank, name, and duties).
- 2 Number of misdemeanor arrests prosecuted by DA's Office.
- 3 Number of felony arrests prosecuted by DA's Office.
- 4 Number of confidential informants developed.
- 5 Number of warrants issued.
- 6 Number of indictments.
- 7 Number of misdemeanor convictions.
- 8 Number of felony convictions.
- 9 Type(s) of sentencing (city, county, state, probation, etc.).

Objective #5

To implement the joint agency initiative as outlined in the IMPACT VII strategy to directly combat violent crime in Oneida County with support and assistance from the other law enforcement partners.

Task #1 for Objective #5

Deploy targeted operations for the probation department as outlined in the IMPACT VII strategy through the joint agency initiative.

Performance Measure

- 1 Type of operation.
- 2 Area where the details took place.
- 3 Date(s) and duration of the events.
- 4 Number of officers assigned.
- 5 Number of overtime hours.

- 6 Actual overtime expenses.
- 7 Number of warrants.
- 8 Number of felony arrests.
- 9 Number of misdemeanor arrests.
- 10 Number of violations issued.

Task #2 for Objective #5

The grantee will provide a brief narrative regarding current activity taken by the probation department as reflected by the performance measures included in the Quarterly Progress Report.

Performance Measure

- 1 Include in the appropriate Quarterly Progress Report to DCJS a narrative summarizing the activity reflected in the Performance Measures.

Award Contract**Operation IMPACT****Project No.**

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Grantee Name

Oneida County

10/25/2010

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

General Conditions**APPENDIX D - Special Conditions**

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$ 0 from the total contracted amount.

Consistent with Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures.

All criminal justice information management software which grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State Criminal Justice Data Standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

Grantee agrees that all specifications for technology purchases exceeding \$5000 (excluding laptops and desktop computers) must be reviewed by the DCJS Office of Justice Information Services. The review will take place within three business days and should be coordinated through the DCJS Office of Funding and Program Development.

Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services as applicable.

Law enforcement agencies must submit full UCR Part 1 crime reports (including supplemental homicide reports) and domestic violence victim data to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Failure to submit this information may result in grant funds being withheld.

UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

On a quarterly basis the Grantee will maintain written certification (in a form prescribed by DCJS) of time spent by each employee on the grant and maintain a system of time sheets. Time sheets will be signed by the individual and countersigned by the supervisor in a higher level position at the end of each payroll period.

Notwithstanding the provisions of paragraph 10 of Appendix A1, the parties agree that DCJS' prior approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The parties agree that the employment shall be supported by a written agreement and requests for reimbursement supported by documentation identifying the criminal matter involved, services provided, time commitment and fee schedule.

Although Appendix A1 requires four (4) quarterly progress reports, for purposes of a DCJS grant award, grantees should submit progress reports as follows:

Four (4) progress reports for contracts of \$100,000 or more;
Two (2) progress reports for contracts between \$1 and \$99,999.

Please Note: Four (4) Quarterly Progress Reports are required for all Operation IMPACT and Drug Treatment Diversion Program grantees. Whenever possible, the District Attorney's Office or the primary police department should coordinate the submission of the quarterly progress reports so that one consolidated report is submitted for all IMPACT funded agencies within an IMPACT county.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services. This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

Strategy Special Conditions

Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Youth Violence Reduction, DNA Evidence Collection, STEPS, DMI, or Re-Entry, that the implementing agency(s) will coordinate their IMPACT strategy with those other strategy initiatives in the county.

The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

As per NYS Executive Law, Article 35, §837-a (8), DCJS is mandated to submit an Operation IMPACT Annual Report. As such, agencies receiving IMPACT funds shall be required to submit separately, in a consolidated report to be compiled and submitted by the District Attorney's Office and/or primary IMPACT police department on behalf of the full partnership, a detailed written report regarding their Operation IMPACT initiatives for the calendar year 2009. This report will be submitted no later than November 15, 2009 and shall include:

- (a) The types of crime data obtained, analyzed and used regularly by the IMPACT Partnership;
- (b) A description of the local IMPACT crime reduction strategy, including any modifications;
- (c) The number of personnel from each local, state and federal agency participating in various Operation IMPACT activities;
- (d) A description of training provided to participating personnel in connection with Operation IMPACT;
- (e) The number of arrests made by law enforcement as a direct result of Operation IMPACT;
- (f) The number of prosecutions as a direct result of Operation IMPACT activities and the disposition of those cases;
- (g) The number of IMPACT related cases and IMPACT related gun crime cases transferred for federal prosecution;
- (h) Any available demographic information about persons arrested and prosecuted and the disposition of such matters;
- (i) Any other information about the program's effectiveness in reducing crime.

Participating law enforcement agencies receiving IMPACT funding shall submit all crime guns and guns recovered under conditions requiring investigation into the New York State Criminal Gun Clearing House via NYSPIN GGUN. Law enforcement agencies shall also submit all crime guns and guns recovered under conditions requiring investigation to the respective Firearms Laboratory for testing and requested entry into NIBIN (National Integrated Ballistics Identification Network).

Primary and DCJS-designated secondary IMPACT police departments will submit Monthly IMPACT Gun Data Reports within 30 days following the end of each month. Said monthly reports will include the number of shooting incidents involving injury or death, the number of shooting victims, the number of crime guns recovered, and the number of firearms submitted to the lab for entry into NIBIN.

Participating law enforcement agencies receiving IMPACT funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms

prohibition provisions of the federal Violence Against Women Act.

All IMPACT funded agencies that are responsible for the management of sex offenders will be vigilant in maintaining current addresses for all sex offenders assigned to their jurisdiction and promptly report any action taken with regard to address verification on eJusticeNY. All IMPACT funded agencies are monitored for this requirement.

All IMPACT funded agencies that are responsible for obtaining photos due from sex offenders under their supervision will do so in a timely manner and promptly upload the updated photos to eJusticeNY. All IMPACT funded agencies are monitored for this requirement.

Participating law enforcement agencies shall ensure that their department's process for submitting fingerprint cards to DCJS includes a mechanism to flag those arrests where a Domestic Incident Report (DIR) is filed in the criminal incident. All IMPACT funded agencies are monitored for this requirement.

All agencies receiving IMPACT funding that have a responsibility to collect DNA samples from offenders under their supervision who, by law, are required to submit said sample will ensure that the sample is collected in a timely manner as is required by law. All IMPACT funded agencies are monitored for this requirement.

For each month that a Grantee receiving IMPACT funds fails to: (1) submit full UCR Part 1 crime reports within 30 days of the end of the month, as required above, and/or (2) participate in a meeting of the full IMPACT Partnership, and/or (3) submit monthly gun data within 30 days following the end of each month, as stated above, 1/12 of 20% of the total grant award will be deducted for the respective non-compliant agency. At no time will the amount deducted for non-compliance with these conditions exceed 20% of the total grant award.

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

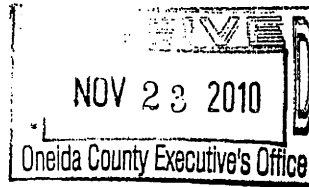
Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Kurt D. Hameline
Timothy P. Fitzgerald
Laurie Lisi
Paul J. Heron
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.

Dawn Catera Lupi
First Assistant

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



November 19, 2010

FN 20 10-423

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

PUBLIC SAFETY

WAYS & MEANS

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 within the District Attorney's Law Enforcement cost center:

TO:

A1162.425 Law Enforcement, Training & Special Schools	\$2,000.
A1162.454 Law Enforcement, Travel, Meetings & Seminars	\$2,000.

This supplemental appropriation will be fully funded by:

A1207 Law Enforcement, Approp. F.B. Year Forfeitures	\$2,000.
A1207 Law Enforcement, Approp. F.B. Year Forfeitures	\$2,000.

This 2010 supplemental appropriation will be fully supported by forfeiture funds that are already on deposit.

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

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

[Signature]
Anthony J. Picente, Jr.
County Executive

Date 11/23/10

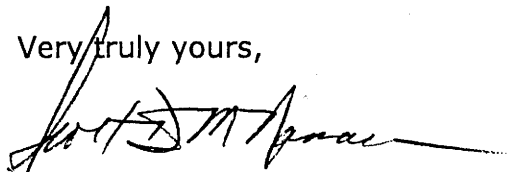
RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 NOV 23 PM 5:52

The Honorable Anthony J. Picente, Jr.
November 19, 2010
Page Two

If you have any questions or concerns, please contact me.

Thank you.

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

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

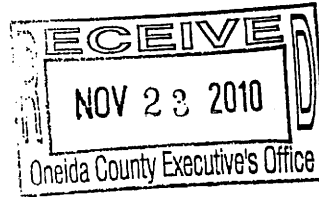
Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Dawn Catera Lupi
First Assistant

Kurt D. Hameline
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Kurt D. Schultz
Kara E. Wilson
John J. Raspante
Joshua L. Bauer
Patrick F. Scully
Christopher D. Hameline



November 16, 2010

FN 20 10 - 424

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

PUBLIC SAFETY

Dear Mr. Picente:

WAYS & MEANS

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following 2010 budget transfer within the District Attorneys cost center to cover prosecution and travel expenses for the remainder of 2010:

TO:

A1165.455	District Attorney, Mileage	\$6,000.
A1165.496	District Attorney, Prosecution	\$12,000.

FROM:

A1165.101	District Attorney, Salaries	\$6,000.
A1165.102	District Attorney, Temporary Help	\$12,000.

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

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

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

Date: 11/23/10

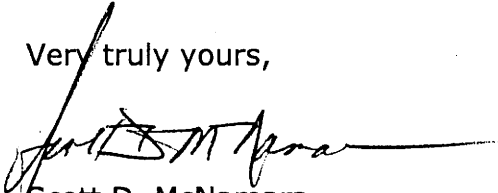
2010 NOV 23 PM 3:03
ONEIDA COUNTY LEGISLATURE

The Honorable Anthony J. Picente, Jr.
November 16, 2010
Page Two

If you have any questions or concerns, please contact me.

Thank you.

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



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 12, 2010

FN 20 10 - 425

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

WAYS & MEANS

Dear County Executive Picente:

Attached please find correspondence from Oneida County Sheriff, Daniel G. Middaugh requesting extended sick leave with pay for Clayton Bramhall, Correction Officer.

Mr. Bramhall began his employment with Oneida County on January 11, 1990 and has 20 years of service with Oneida County. According to Oneida County Personnel Rules, he may be granted up to sixty (60) working days of extended sick leave with pay with the understanding that he is obligated to pay back the sick days used upon his return to work. He has also applied for the Leave Donation Program as required by the Oneida County Personnel Rules.

I recommend that this request be forward to the Board of Legislators for their consideration at their next meeting.

Sincerely,

Handwritten signature of John P. Talerico in black ink.

John P. Talerico
Commissioner of Personnel

Attachment

Cc: Sheriff Middaugh
Clayton Bramhall

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 the approval text.

Anthony J. Picente, Jr.
County Executive

Date 11/22/10

RECEIVED
ONEIDA COUNTY LEGISLATURE
2010 NOV 23 PM 3:10



OFFICE OF THE SHERIFF

COUNTY OF ONEIDA

DANIEL G.
MIDDAUGH
SHERIFF

M. PETER PARAVATI
UNDERSHERIFF

November 10, 2010

John Talerico
Commissioner of Personnel
800 Park Avenue
Utica NY 13501

RE: Correction Officer Clayton Bramhall

Dear Commissioner Talerico:

On behalf of Correction Officer Clayton Bramhall, I am requesting an extension of sick time for the maximum of time that he is eligible for. Clayton has been [REDACTED] and will be having surgery and remain out of work for an extended period of time. He will be depleting all of his time bank and we will be posting for donated time.

Officer Bramhall has been employed by the Oneida County Sheriff's Office since January 11, 1990. Thank you for your consideration in this matter.

Sincerely,


Daniel G. Middaugh
Oneida County Sheriff

DGM:cjb



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



OFFICE OF THE SHERIFF

COUNTY OF ONEIDA

DANIEL G. MIDDAUGH SHERIFF

M. PETER PARAVATI UNDERSHERIFF

November 10, 2010

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

FN 20 10 - 426



PUBLIC SAFETY

WAYS & MEANS

Re: Year End Budget Transfers 2010

Dear Mr. Picente,

I am requesting a transfer of funds to cover year end shortfalls in Sheriff's Office medical accounts for inmates incarcerated at the Correctional Facility. In 2010, there were several inmates with severe medical conditions. In addition, the request for an increase in the amount budgeted for these line items were not honored. The original request would have been sufficient to cover these additional expenses. I now must request the necessary funding that was denied.

As a result of the issues discussed above, we are requesting a transfer as follows:

Table with 4 columns: TO EXPENSE ACCOUNTS, Amount, FROM EXPENSE ACCTS, Amount. Rows include A3150.1951, A3150.49512, and Total: \$ 100,000.

I am requesting that this request be expedited and the regular Board process be waived to allow for the necessary services to be rendered to inmates and to be paid for.

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

Sincerely,

Daniel G. Middaugh, Sheriff

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

Signature of Anthony J. Picente, Jr., County Executive

Date 11/22/10

RECEIVED ONEIDA COUNTY LEGISLATURE 2010 NOV 23 PM 3:10

cc. Tom Keeler, Budget Director



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 22, 2010

FN 20 10 - 427

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

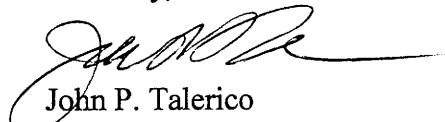
Attached for your review and approval is correspondence from Sheriff Daniel G. Middaugh, requesting the creation of one (1) new Deputy Sheriff position in Sheriff-Law Enforcement, Cost Center 3120.

As stated in Sheriff Middaugh's letter, he is requesting one (1) Deputy Sheriff position (Grade 1S, Step 5 \$40,522) to be assigned to the School Resource Officer Program: B.O.C.E.S. One existing Deputies whose position is slated for deletion will be placed in this position in January. The position will be placed at Oneida Herkimer Madison B.O.C.E.S. and serve participants in Waterville and Remsen School Districts. B.O.C.E.S. is a vulnerable school program in respect to risk for serious problems and violence. The position is fully funded with a three year agreement.

Under separate cover, Sheriff Middaugh is requesting a supplemental appropriation to fund these additional Deputy Sheriff positions.

This request will require action by the Board of Legislators.

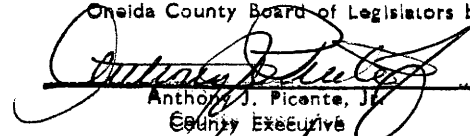
Sincerely,


John P. Talerico
Commissioner of Personnel

2010 NOV 23 PM 3:32
ONEIDA COUNTY LEGISLATURE

Copy: Sheriff
County Attorney
Budget

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


Anthony J. Picente, Jr.
County Executive

Date 11/23/10



OFFICE OF THE SHERIFF

COUNTY OF ONEIDA

DANIEL G. MIDDAUGH
SHERIFF

M. PETER PARAVATI
UNDERSHERIFF

November 17, 2010

John Talerico
Oneida County Personnel Commissioner
800 Park Avenue
Utica, New York 13501

Re: New Deputy Sheriff Position for School Resource Program: B.O.C.E.S.: Waterville, Remsen
2011 Budget

Dear Mr. Talerico,

I am requesting the creation of one Deputy Sheriff position in our Law Enforcement Division- School Resource Officer Program. One existing Deputy whose position is slated for deletion will be placed in this position in January. This position will be placed at Oneida Herkimer Madison B.O.C.E.S and serve the Waterville and Remsen School Districts participants. B.O.C.E.S is a vulnerable school program in respect to risk for serious problems and violence. The position is fully funded with a three year agreement.

A separate Board Resolution for a Supplemental Appropriation has been prepared.

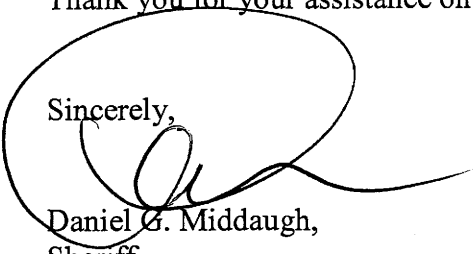
Please create one new Deputy Sheriff position for 2011 as follows:

Deputy Sheriff 1S Step 5 \$ 40,522

I would am requesting that this request be expedited so that the position be available to fill on January 1, 2011.

Thank you for your assistance on this matter.

Sincerely,


Daniel G. Middaugh,
Sheriff

cc: Anthony Picente Jr. County Executive
Tom Keeler, Budget Director

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



OFFICE OF THE SHERIFF

DANIEL G. MIDDAUGH
SHERIFF

COUNTY OF ONEIDA

M. PETER PARAVATI
UNDERSHERIFF

November 17, 2010

FN 20 10-428

PUBLIC SAFETY

WAYS & MEANS

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

Re: One New Deputy Sheriff Position : School Resource Officer Program: Oneida Herkimer Madison B.O.C.E.S.- Waterville and Remsen

Dear Mr. Picente,

This Office is requesting a Supplemental Appropriation to provide funding for the creation of a School Resource Officer for participants in Oneida Herkimer Madison B.O.C.E.S in Remsen and Waterville school districts. School Resource Officers focus on prevention and proactive approaches which anticipate potentially dangerous behaviors in this type of educational setting. B.O.C.E.S. is a vulnerable school program for serious problems and violence. This is a three year contract and the Sheriff's Office will be reimbursed for related expenses. The 2011 Supplemental Appropriation Request is as follows:

<u>EXPENSE ACCOUNTS:</u>		<u>REVENUE ACCT:</u>	<u>AMOUNT</u>
A3120.101 Salaries	\$ 40,522	A2735 SRO	\$ 60,715
A3120.810 Retirement	4,101		
A3120.830 Social Security	3,100		
A3120.840 Workmen's Comp	891		
A3120.850 Unemployment Ins.	101		
A3120.860 Health Insurance	12,000		
Total Expenses:	\$ 60,715	Total Revenue:	\$ 60,715

2010 NOV 23 PM 3:21
ONEIDA COUNTY LEGISLATURE

This position is being created by separate Board action. I am requesting that this request be expedited and the regular Board process be waived if necessary to allow for the this Deputy to be placed into this position on January 1, 2011. A Deputy position has been eliminated in the Sheriff's Office in 2011 and this will allow an existing Deputy to retain employment in a funded position.

If I can be of further assistance on this request, please feel free to contact me. Approved for submittal to the Oneida County Board of Legislators by

Sincerely,

Daniel G. Middaugh, Sheriff

Anthony J. Picente, Jr.
County Executive

Date 11/23/10

cc. Tom Keeler, Budget Director



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 22, 2010

FN 20 10-429

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

PUBLIC SAFETY

Dear County Executive Picente:

WAYS & MEANS

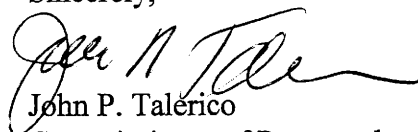
Attached for your review and approval is correspondence from Sheriff Daniel G. Middaugh, requesting the creation of two (2) new Deputy Sheriff position in Sheriff-Law Enforcement, Cost Center 3120.

As stated in Sheriff Middaugh's letter, he is requesting one (2) Deputy Sheriff position (Grade 1S, Step 5 \$40,522) to be assigned to the School Resource Officer Program: B.O.C.E.S. Existing Deputies whose positions are slated for deletion will be placed in these positions in January. The positions will be placed at Oneida Herkimer Madison B.O.C.E.S. and serve participants in several school districts to include Utica, Whitesboro, Westmoreland, Waterville, Remsen, Holland Patent and Oriskany. B.O.C.E.S. is a vulnerable school program in respect to risk for serious problems and violence. The positions are fully funded with a three year agreement.

Under separate cover, Sheriff Middaugh is requesting a supplemental appropriation to fund these additional Deputy Sheriff positions.

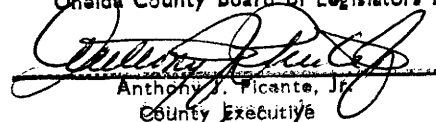
This request will require action by the Board of Legislators.

Sincerely,


John P. Talerico
Commissioner of Personnel

Copy: Sheriff
County Attorney
Budget

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


Anthony J. Picente, Jr.
County Executive

Date 11/23/10

2010 NOV 23 PM 3:21
ONEIDA COUNTY BOARD OF LEGISLATORS



OFFICE OF THE SHERIFF

COUNTY OF ONEIDA

DANIEL G. MIDDAUGH
SHERIFF

M. PETER PARAVATI
UNDERSHERIFF

November 17, 2010

John Talerico
Oneida County Personnel Commissioner
800 Park Avenue
Utica, New York 13501

Re: New Deputy Sheriff Positions for School Resource Program: B.O.C.E.S.: 11 School Districts
2011 Budget

Dear Mr. Talerico,

I am requesting the creation of two Deputy Sheriff positions in our Law Enforcement Division- School Resource Officer Program. Existing Deputies whose positions are slated for deletion will be placed in these positions in January. These positions will be placed at Oneida Herkimer Madison B.O.C.E.S and serve participants in several School Districts to include Utica, Whitesboro, Westmoreland, Waterville, Remsen, Holland Patent, and Oriskany. B.O.C.E.S is a vulnerable school program in respect to risk for serious problems and violence. The position is fully funded with a three year agreement.

A separate Board Resolution for a Supplemental Appropriation has been prepared:

Please create two new Deputy Sheriff positions for 2011 as follows:

Deputy Sheriff 1S Step 5 \$ 40,522
Deputy Sheriff 1S Step 5 \$ 40,522

I am requesting that this request be expedited so that these positions may be filled on January 1, 2011.
Thank you for your assistance on this matter.

Sincerely,

Daniel G. Middaugh,
Sheriff

cc: Anthony Picente Jr. County Executive
Tom Keeler, Budget Director

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



OFFICE OF THE SHERIFF

DANIEL G. MIDDAGH
SHERIFF

COUNTY OF ONEIDA

M. PETER PARAVATI
UNDERSHERIFF

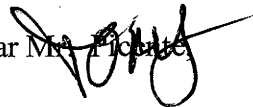
November 17, 2010

FN 20 10-430

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

PUBLIC SAFETY WAYS & MEANS

Re: Two New Deputy Sheriff Positions : School Resource Officer Program: Oneida Herkimer Madison B.O.C.E.S.

Dear Mr. Picente 

This Office is requesting a Supplemental Appropriation to provide funding for the creation of two School Resource Officer for participants in Oneida Herkimer Madison B.O.C.E.S in 11 school districts. School Resource Officers focus on prevention and proactive approaches which anticipate potentially dangerous behaviors in this type of educational setting. B.O.C.E.S. is a vulnerable school program for serious problems and violence. This is a three year contract and the Sheriff's Office will be reimbursed for related expenses. The 2011 Supplemental Appropriation Request is as follows:

<u>EXPENSE ACCOUNTS:</u>		<u>REVENUE ACCT:</u>	<u>AMOUNT</u>
A3120.101 Salaries	\$ 81,044	A2735 SRO	\$ 109,432
A3120.810 Retirement	8,202		
A3120.830 Social Security	6,200		
A3120.840 Workmen's Comp	1,783		
A3120.850 Unemployment Ins.	203		
A3120.860 Health Insurance	12,000		
Total Expenses:	\$ 109,432	Total Revenue:	\$ 109,432

RECEIVED
ONEIDA COUNTY LEGISLATIVE
2010 NOV 23 PM 3:44

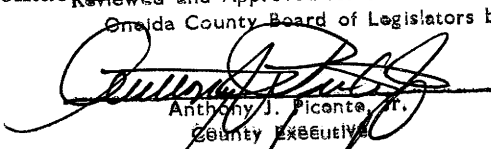
These positions are being created by separate Board action. I am requesting that this request be expedited and the regular Board process be waived if necessary to allow for the these Deputies to be placed into these positions on January 1, 2011. Two Deputy positions have been eliminated in the Sheriff's Office and this will allow existing Deputies to retain employment in funded positions.

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

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 11/23/10

cc. Tom Keeler, Budget Director

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



OFFICE OF THE SHERIFF

DANIEL G. MIDDAUGH SHERIFF

COUNTY OF ONEIDA

M. PETER PARAVATI UNDERSHERIFF

November 9, 2010

FN 20 10 - 931

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

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente,

The Sheriff's Office has been awarded funds from the Bureau of Justice Services for its participation in the State Criminal Alien Assistance Program (SCAAP) for FY 2010. See the attached awards announcement. The County has a contract with Justice Benefits, Inc. to prepare application for inmates meeting certain criteria that must be retrieved from our inmate database and submitted to the Bureau of Justice Assistance. Use of these SCAAP funds is limited and must be earmarked for specific. This years funds will be used for technology related to inter agency and intra agency information sharing and offender management software.

This years award is \$ 28,320. Justice Services Inc. is entitled to a commission of 22% of the award. The remaining funds are used to support the jail information management system.

The Supplemental Appropriation request is as follows:

Table with 3 columns: Code, Description, Amount. Rows include A3110.1951 Fees/Service (6,231), A3110.212 Computer Hardware (13,204), A3110.492 Computer Software (8,885), Total Expenses: \$ 28,320, and A4250 Federal Aid- Alien Assistance \$ 28,320.

I am asking that this request be expedited and the regular process for Board approval be waived so that these purchases can be made by year end. Thank you for your anticipated support.

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 11/22/10


cc: Tom Keeler

PUBLIC SAFETY COMPLEX 6075 JUDD ROAD - ORISKANY, NEW YORK 13424-2271

RECEIVED BOARD OF LEGISLATORS ONEIDA COUNTY NY 2010 NOV 23 11:30 AM

 Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

Copperwheat, Pat

From: JBI Help Desk [JBIHelpDesk@UNIFICARE.com] **Sent:** Mon 10/18/2010 4:32 PM
To: Copperwheat, Pat
Cc:
Subject: The FY2010 SCAAP Drawdown is Now Available!!!
Attachments:  FY2010 SCAAP Use of Funds List.pdf(273KB)

Justice Benefits, Inc.

October 18, 2010

Pat Copperwheat

Fiscal Manager

Oneida County, NY

RE: FY2010 SCAAP AWARD DRAWDOWN INSTRUCTIONS

As we informed you in an earlier email, BJA released the Award Payment List for the FY2010 State Criminal Alien Assistance Program (SCAAP). The FY2010 SCAAP award amount for **Oneida County** is:

\$28,320.00.

We have also learned that BJA has activated the drawdown link in the Grants Management System; therefore, you can now log in to the GMS and drawdown your award.

There is a deadline to drawdown the funds. BJA requires that "Award recipients must accept their award through the GMS within 45 calendar days of BJA's official notification. Once 45 days elapses, the award may no longer be available."

We have included detailed written drawdown procedures in this email. Please make sure you PRINT all screens from the GMS during the drawdown process and fax a copy of these screens to us so that we can verify your successful completion of the drawdown. JBI's Help Desk is ready to provide assistance with the drawdown procedure, if needed. Please feel free to call us at **800-576-3518** if you need assistance with your drawdown.

Use of Funds - During the drawdown process, jurisdictions will be asked to select how they plan to use their FY2010 SCAAP award. There will be a "Use of Funds" list provided on the Acceptance Screen of the drawdown. You must select one or more options, before you can accept the award. For your convenience, we have attached a file to this email listing what these options are.

Upon completion of the acceptance and drawdown of your award, **BJA states that you should allow up to 15 days for the funds to be deposited into your jurisdiction's designated bank account.** You will definitely want to check your bank account during this time to ensure that you did receive your award. If not, contact BJA immediately and document all communication with them.

Please do not hesitate to contact JBI regarding any questions to this email or other questions pertaining to the SCAAP.



FN 20 10-432

November 18, 2010

READ & FILED

Mikale Billard
Clerk of the Board
Oneida County Legislators
800 Park Avenue
Utica NY 13501

Dear Mikale,

Per our contract with Oneida County, enclosed please find copies of our Promotional and Operational Budgets for fiscal year October 1, 2010 thru September 31, 2011. A combined overview is also enclosed for your reference. These budgets were approved by the Board of Directors at their November 16, 2010 meeting.

Please note that these budgets do not include NYS Matching Funds. If we receive a contract awarding us NYS Matching Funds for this fiscal year, we will make budget adjustments accordingly and forward you a copy of the revised budgets.

Respectfully Submitted,

Kelly Blazosky
Kelly Blazosky
President

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2010 NOV 19 PM 12:15



PROMOTIONAL BUDGET

2010/2011

Approved 11/16/2010

Revenues

Private Sector	10,000.00
NYS Matching Funds	0.00
Membership - Suspended for 2010/2011	0.00
Travel Guide Advertising	22,000.00
Schuyler	12,000.00
Total Revenues	<u>44,000.00</u>

Expenses

Salaries-Promotional	141,132.00
Salaries-Booth	9,000.00
Salaries-Schuyler	14,200.00
FICA & FWT	12,300.00
Advertising	250,476.00
Advertising Agency Fees	33,000.00
Booth-Other Expenses	15,000.00
Brochure Distribution	7,000.00
Employee Benefits	13,450.00
401k Expenses	4,950.00
Central Region TPA	5,000.00
Office Expense-Promotional	1,000.00
Postage-Promotional	10,000.00
Printing	57,500.00
Photos & Film Shoots	10,000.00
Promotional Items	5,000.00
Schuyler other	100.00
Special Projects	15,000.00
Telephone	2,400.00
Tourism Promotion Grants	81,825.00
Travel & Entertainment	14,000.00
Travel & Convention Shows	25,000.00
Website	10,000.00
Total Expenses	<u>737,333.00</u>
Net Income	<u><u>(693,333.00)</u></u>



Approved 11/16/2010

OPERATIONAL BUDGET 2010/2011

Revenues

Room Tax	689,013.00
Romm Tax (2009/10 late receipt)	80,100.00
Room Tax Restricted for Grants	81,825.00
Interest-Money Market	350.00
Interest-Capital Account	10.00
Interest-Bank of Utica	75.00
Misc.	1,000.00
Total Revenues	<u>852,373.00</u>

Expenses

Salaries-Operational	52,750.00
FICA & FWT	3,700.00
SUI	2,000.00
FUI	1,100.00
Auto Expense	2,400.00
County Collection Fee	26,979.00
Depreciation	10,000.00
Dues	6,000.00
Insurance	5,500.00
Employee Benefits	6,470.00
401k Expenses	1,640.00
Payroll Processing	5,000.00
Central Region Admin	500.00
Miscellaneous	2,000.00
Office Expense	15,000.00
Postage	5,000.00
Professional Fees	6,000.00
Rent	1.00
Staff Development	1,000.00
Telephone	6,000.00
Total Expenses	<u>159,040.00</u>
Net Income	<u>693,333.00</u>



Combined Budget Overview

11/16/10

Revenue	Operations	44,000.00
	Promotions	<u>852,373.00</u>
	Total Revenue	<u><u>896,373.00</u></u>
Expenses	Operations	159,040.00
	Promotions	655,508.00
	Tourism Grants	<u>81,825.00</u>
	Total Expenses	<u><u>896,373.00</u></u>

Overview Breakdown		% of Budget
Salaries	217,082.00	24%
Benefits	26,510.00	3%
Advertising/Promotions	554,598.00	62%
Operations	<u>98,180.00</u>	11%
	<u><u>896,370.00</u></u>	

Submitted by: Kelly Blazosky, President
Oneida County Tourism
315.724.7221
kelly@oneidacountytourism.com



ONEIDA COUNTY BOARD OF LEGISLATORS

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

November 23, 2010

FN 20 10-433

Board of Legislators
800 Park Ave.
Utica, NY 13501

READ & FILED

Honorable Members:

The issue of take home vehicles has been a reoccurring topic for the Ways and Means committee during budget deliberations. As a result, I have received two separate requests to take action in regards to the assignment of take home vehicles, and I believe that the best course of action to develop a take-home vehicle policy by creating an ad-hoc committee.

Therefore, I am tasking this committee to review and recommend a policy for take home vehicles, which is to report back to me by March 1.

I hereby appoint the following Legislators:

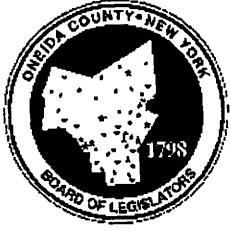
Dave Wood, Co-Chair
Patty Hudak, Co-Chair
Rick Flisnik
Brian Miller
Michael Clancy
Emil Paparella
Joe Furgol.

Thank you in advance for your consideration.

Sincerely,

Gerald J. Fiorini
Chairman

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2010 NOV 23 AM 11:50



ONEIDA COUNTY BOARD OF LEGISLATORS

Michael J. Clancy, 4932 Old Oneida Road, Verona, New York 13478
Home Phone: (315) 363-2570 – E-mail mikerep@twcny.rr.com

November 23, 2010

FN 20 10-434

The Honorable Gerald J. Fiorini, Chairman
Oneida County Board of Legislators
Oneida County Office Building
800 Park Ave.
Utica, New York 13501

INTERNAL AFFAIRS

WAYS & MEANS

Dear Chairman Fiorini:

Attached please find a resolution seeking approval to reinstate Position 18, Motor Vehicle Representative to Cost Center A1411 – County Clerk Motor Vehicle Bureau.

Position #18 in A1411 was erroneously indicated as vacant in the 2011 Proposed Budget. Said position was filled on June 11, 2010. This position was deleted by Amendment #19 to the 2011 Operating Budget.

I have enclosed a copy of the November 23, 2010 correspondence from Oneida County Clerk Sandra DePerno which sets forth the need for this position. Three (3) DMV employees were deleted from the 2011 Budget. Position 18 – Motor Vehicle Representative is necessary in order to provide the level of customer service that the residents of Oneida County are accustomed to.

Thank you for your consideration.

Respectfully submitted,

MICHAEL J. CLANCY
ONEIDA COUNTY LEGISLATOR
12TH LEGISLATIVE DISTRICT

Enclosure

CC: Hon. Anthony J. Picente, Jr., County Executive
Hon. Patricia Hudak, Minority Leader
Hon. David Wood, Majority Leader
Hon. Sandra DePerno, County Clerk
Thomas Keeler, Budget Director
John Talarico, Personnel Director

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2010 NOV 23 PM 3:58

Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk



Deputy County Clerks
Gary Artessa
Nancy Gelfuso
Brenda Breen
Patricia Ferrone
Lynarda J. Girmonde
Mary Bowee

CLERK OF ONEIDA COUNTY

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

Phone: (315) 798-5790 ♦ Fax: (315) 798-6440

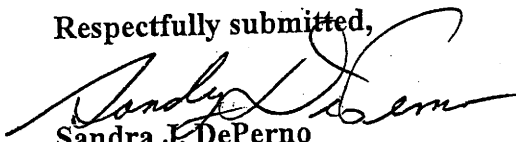
November 23, 2010

Hon. Anthony J. Picente Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica NY 13501

Dear County Executive ^{Tony} Picente:

I am respectfully requesting the reinstatement of position #18 in department number 1411 County Clerk-Motor Vehicle Bureau. This position was deleted by mistake at the last Board of Legislators meeting on November 10, 2010. This Motor Vehicle Representative position was filled on June 11, 2010 and was not a vacant position, the salary for this position is \$20,079. This position is needed to continue to provide the level of customer service that our Oneida County constituency has become accustomed to. Three (3) DMV employees are retiring at the end of 2010, their positions have been deleted from the 2011 Budget. DMV cannot afford to lose another position to provide adequate staffing. We are all trying to keep the needs of our taxpayers in mind, but longer lines at the DMV only result in less revenue for Oneida County.

Respectfully submitted,


Sandra J. DePerno
Oneida County Clerk

Cc: Hon. Patricia Hudak, Minority Leader
Hon. David Wood, Majority Leader
Hon. Michael Waterman, Chairman Internal Affairs
Thomas Keeler, Budget Director
John Talerico, Personnel Director

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Mr. Clancy

2ND BY:

**RE: APPROVAL TO REINSTATE POSITION #18, MV REPRESENTATIVE, GRADE W14, STEP 1
IN AA#A1411 – COUNTY CLERK – MOTOR VEHICLES BUREAU**

WHEREAS, Oneida County Executive Anthony J. Picente, Jr., is in receipt of correspondence from County Clerk Sandra J. DePerno, requesting authorization to reinstate Position #18, Motor Vehicle Representative, in the County Clerk’s Motor Vehicle Bureau Department to provide customer service to Oneida County constituency, and

WHEREAS, Salary in the amount of \$20,079 was deleted from A1411.101; Social Security in the amount of \$1,536 was deleted from A1411.830 and Position 18, MV Representative was eliminated from cost center A1411 - County Clerk Motor Vehicle Bureau Department by Amendment #19 to the 2011 Operating Budget in error as this position was believed to be vacant as indicated in the 2011 Proposed Budget, and

WHEREAS, In accordance with Resolution #27 of 2009, said position cannot be reinstated without prior approval by this Board, now, therefore, be it hereby

RESOLVED, That Position #18, Motor Vehicle Representative, Grade W14, Step 1 (\$20,079) is hereby reinstated in Department #1411, County Clerk – Motor Vehicle Bureau, effective immediately.

APPROVED: _____

DATED: _____

Adopted by the following v.v.vote:

AYES _____ NAYS _____ ABSENT _____