

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

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION May 14, 2014

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

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www.ocgov.net

PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS

for

FN 20 14 - 168

MEMORIALIZING PETITION

READ & FILED
F.N. 2014

SPONSOR(S): *Chad Davis, Mike Cunniff, Frank Tallarino, Joe D'Amico*

A MEMORIALIZING PETITION URGING NEW YORK STATE REPRESENTATIVES AND GOVERNOR CUOMO TO PRESERVE THE ENHANCED MEDICAID MATCHING RATES AVAILABLE TO THE STATE UNDER THE AFFORDABLE CARE ACT AND AGGRESSIVELY PURSUE SUCH REIMBURSEMENTS OF FEDERAL FUNDS TO ENABLE THE TAKE OVER OF MEDICAID AND SAFETY NET COSTS FROM THE COUNTIES

WHEREAS, Governor Cuomo has implemented a Property Tax Freeze Plan which reimburses New York voters if all levels of local government maintain a spending growth of 2% or less each year; and

WHEREAS the Affordable Care Act provides continued and numerous opportunities to lower Medicaid costs beyond those related to enhanced Federal matching funds; and

WHEREAS New York State should take advantage of funding opportunities available under the Affordable Care Act; and

WHEREAS these funds should be aggressively pursued and then used by New York State to remove the county portion of Medicaid; and

WHEREAS New York State has demonstrated its ability to reign in rising Medicaid costs more efficiently and effectively than individual counties; and

WHEREAS such a takeover of the Medicaid costs by New York State from the counties would make it feasible for counties and local governments to stay within the 2% tax cap proposed by Governor Cuomo; and

WHEREAS Oneida County whose cost for Medicaid and mandated Safety Net programs (approximately \$64 million) accounts for nearly the entire Real Property Tax levy (Slightly above \$67 million) to the property owners within the county; now

THEREFORE, the members of this Board of Legislators finds it appropriate and reasonable to request that the Governor and Legislature act to fully implement the take-over of the costs of Medicaid and Safety Net from Oneida County by aggressively pursuing all offsetting federal monies available within the Affordable Care Act and maximize federal resources available through the 1115 Medicaid waiver process in order to enable counties and local governments to achieve spending growths of 2% or less; and

BE IT FURTHER RESOLVED that in an effort to lower the property tax burden in New York, the Oneida County Board of Legislators also requests that the Governor and Legislature continue to lower state and local Medicaid costs by examining current State eligibility and benefit levels in Medicaid and maximize expenditure controls through enhanced Medicaid program integrity efforts and work to direct a portion of the savings thereby derived to support the Medicaid and Safety Net programs; and

BE IT FURTHER RESOLVED that a copy of this Petition shall be forwarded by mail to the following: Congressman Richard L. Hanna, All Members of the House of Representatives, United States Senator Charles E. Schumer, United States Senator Kirsten E. Gillibrand, New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Claudia Tenney, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Ken Blankenbush, New York State Assembly Representative Marc Butler, New York State Assembly Representative William Magee and all others deemed necessary and proper.

Supporting New York State Takeover of Medicaid and Safety Net

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Frank DeToro

William Goodman

Joseph Jurgaf

Paul Kelly

Scott K... ..

Phil M. Sacco

Ken Fort

John

Paul

... ..

... ..

Emil R. Cappella

Ed

Bin

Roma

... ..

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.

Dated: March 12, 2014

PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS

for

FN 20 14-169

MEMORIALIZING PETITION

F.N. 2014-

SPONSOR(S): Frank Tallarino, *Mike Clancy*, *Joe Jurgal*

READ & FILED

A MEMORIALIZING PETITION URGING NEW YORK STATE GOVERNOR ANDREW CUOMO TO ESTABLISH A CURRENT STANDARD FOR BASIC COPPER FED TELEPHONE SERVICE AND ENCOURAGE VERIZON TO BRING STATE OF THE ART FIBER OPTIC (FiOS) NETWORK TO ONEIDA COUNTY

WHEREAS, State and Federal initiatives are in place to provide state of the art communications and internet accessibility to all areas of the nation, particularly rural areas, that have been omitted from such access; and

WHEREAS sub-standard business practices, such as Verizon's failure to responsibly maintain the existing copper-based network and avoidance of including the state-of-the-art fiber optic (FiOS) network, typically lead to reduced patrons and eventually abandoned businesses; and

WHEREAS Verizon's sub-standard replacement of traditional land-line communications service will negatively impact the call quality and transmissions of municipalities, businesses, public-safety and the residents of Oneida County; and

WHEREAS Verizon's sub-standard replacement (Voicelink) fails to support such necessary functions as internet, credit card transactions, fax machines and security alarms nor does it guarantee automatic updating of E911 addressing; and

WHEREAS the above actions of Verizon will allow Time Warner Cable to monopolize the data/internet and communications market and thus drive the cost of such service up for Oneida County residents; and

WHEREAS such irresponsible business practices are unreasonable based upon the fact that all Verizon "Central Offices" have been upgraded to handle FiOS with the signal actually passing through Utica's central office as it travels to Syracuse and other parts of the state; and

THEREFORE, Verizon FiOS should be available to Oneida County citizens to ensure their access to fast and secure data service and the resulting educational, research and technological opportunities

BE IT FURTHER RESOLVED that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, Congressman Richard L. Hanna, All Members of the House of Representatives, United States Senator Charles E. Schumer, United States Senator Kirsten E. Gillibrand, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Claudia Tenney, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Ken Blankenbush, New York State Assembly Representative William Magee, New York State Assembly Representative Marc Butler, and all others deemed necessary and proper.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Frank D. Taelor
Joseph J. Jorgal
Philip Sauer
Daniel Clary
William Woodman

~~Wm~~
~~Frank D. Taelor~~
~~Joseph J. Jorgal~~
D. Clary
D. Chedoke
Philip M. Sauer

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Dated: March 12th, 2014

PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS

FN 20 14-170

for

MEMORIALIZING PETITION **READ & FILED**

F.N. 2014-

SPONSOR(S): Brian Mandryck and Michael Clancy, Chad Davis, Joe Zungel, Richard Flisak,
William Goodman, Colin Idzi, Bob Roenig

A MEMORIALIZING PETITION REQUESTING THE ASSEMBLY AND SENATE MEMBERS WHO REPRESENT ONEIDA COUNTY AS WELL AS GOVERNOR ANDREW CUOMO, DHSES COMMISSIONER JEROME HAUER AND NY STATE FIRE ADMINISTRATOR BRYANT STEVENS TO CO-LOCATE THE ACADEMY OF FIRE SCIENCE AT THE SITE OF THE NY STATE PREPAREDNESS TRAINING CENTER AT ORISKANY NY

WHEREAS, the co-location of the Academy of Fire Science with the existing New York State Preparedness Training Center in close proximity with the Governor's proposed College on Emergency Preparedness and Homeland Security at Syracuse University constitutes the epitome of the Governor's consolidation of services effort; and

WHEREAS the geographically central location within New York State of the Oriskany site as well as the ease of access via the New York State Thruway and availability of amenities (food, transportation and lodging) make the location an outstanding opportunity; and

WHEREAS the Oriskany site provides many unique existing on-site structures (airport runway and taxiway, emergency vehicle operation course, terminal, outdoor training venues, city-scape venues, disaster trailer park venue, shoot house, classroom training facility and a planned weapons training facility) which deliver the best training for the state's emergency response community and also provides ample expansion options if and when needed; and

WHEREAS, it has been determined that the current location of the Fire Science Academy in Montour Falls is in significant need of capital enhancements and also is plagued with limited expansion capabilities and limited access routes; and

WHEREAS, the State of New York has already invested in the development of the Oriskany site as a state-of-the-art training facility; and

WHEREAS, the co-location and close proximity of three colleges, including SUNYIT, Utica College and Mohawk Valley Community College, that can provide course work applicable to the fire and emergency preparedness services, provides the best-use of existing resources to create optimum state-wide training and technology opportunities for first-responders; and

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Oneida County Board of Legislators respectfully requests that our state representatives diligently work to co-locate the State-of-the-Art Academy of Fire Service with the New York State Preparedness Training Center at the site of the New York State Preparedness Training Center in Oriskany, NY.

BE IT FURTHER RESOLVED that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, Congressman Richard L. Hanna, All Members of the House of Representatives, United States Senator Charles E. Schumer, United States Senator Kirsten E. Gillibrand, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Claudia Tenney, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Ken Blankenbush, New York State Assembly Representative William McGee, New York State Assembly Marc Butler, and all others deemed necessary and proper.

Supporting Academy of Fire Science with the existing New York State
Preparedness Training Center

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Frank D. Tallarico
William C. ...

John ...
Joseph ...
Philip M. Sacco

Joseph ...

Kim ...

[Illegible signatures]

Ray ...
R ...
L ...

Paul R. Paparella

Ed ...

Ben ...

[Illegible signature]
[Illegible signature]

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Oneida County Board of Legislators.

Dated: March 12, 2014



ONEIDA COUNTY BOARD OF LEGISLATORS

MINORITY CAUCUS

ONEIDA COUNTY OFFICE BUILDING, 800 PARK AVENUE-FL 10, UTICA, N.Y. 13501-2977
PH: (315)798-5049 FAX: (315)798-5924

FN 20 14 - 171

May 9, 2014

Gerald J. Fiorini
Chairman, Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue, FL-10
Utica NY 13501

WAYS & MEANS

Dear Chairman Fiorini:

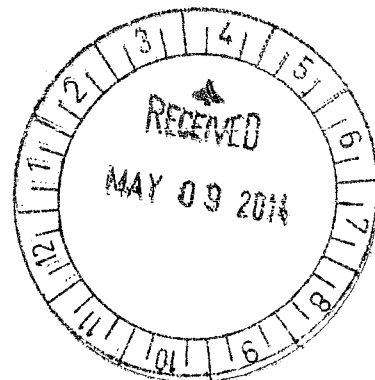
On behalf of members of the Minority Caucus and me, please find attached a resolution proposing an amendment to the Rules of the Board of the Oneida County Board of Legislators. This resolution reflects the previous efforts of former Majority Leader David Wood and former Minority Leader Patricia Hudak which were subsequently approved and incorporated into the Rules of the Board. The genesis of the amendment was the need to ensure the representation of the will of the voters.

I am hopeful you will consider this resolution and forward it to Ways and Means for consideration at the upcoming May 14th meeting. Since there is no stipulation of consideration by any other committee, it would appear that reasonable notice has been provided. I will be in attendance at the meeting in the event of any questions, comments or concerns.

Thank you for your consideration of this request to forward this resolution to the Ways & Means Committee and the full Board of Legislators for the May 14th meeting.

Sincerely,

ONEIDA COUNTY LEGISLATOR, (D-12)
MINORITY LEADER



Cc: Members of the Board of Legislators

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. XXX

*INTRODUCED BY: Mr. Tallarino
2ND BY:*

**RE: RESOLUTION TO AMEND THE RULES OF THE BOARD OF COUNTY
LEGISLATORS, COUNTY OF ONEIDA**

WHEREAS, in correspondence dated January 26, 2010 addressed to Gerald J. Fiorini as Chairman of the Oneida County Board of Legislators, Majority Leader David Wood and Minority Leader Patricia Hudak presented several amendments to the Oneida County Board of Legislators Rules of the Board which were subsequently approved and incorporated into said Rules of the Board; and

WHEREAS, the recommended changes included amendments to Rule 26 which specified that committee makeup would be established based upon members of the two political parties which shall have polled the largest vote in the last General Election for County Executive, proportionate to the percentage of such members elected by the voters to the Board of Legislators; and

WHEREAS, the above specification which provides that committee makeup would be established based upon members of the two political parties which shall have polled the largest vote in the last General Election for County Executive, proportionate to the percentage of such members elected by the voters to the Board of Legislators has been deleted from the Rules of the Board; now

THEREFORE BE IT RESOLVED that the Rules of the Board of the Oneida County Board of Legislators shall be amended by modifying Rule 26 to read as follows:

NO. 26 – STANDING COMMITTEES

There shall be the following standing committees of the Board and the membership of these committees shall be appointed by the Chair within twenty days after his or her election. The list of committees shall be filed with the Clerk of the Board. It shall be the responsibility of each of these committees to study and act upon all matters coming within the purview of each committee as directed by the Chair.

There shall be two Vice-Chairs of each of the standing committees, to be appointed by the Chair of the Board by filing a notice thereof with the Clerk of the Board. One Vice Chair shall be of the party opposite from the Chair of the Committee. The Vice-Chairs are to serve at the pleasure of the Chair of the standing committee. Each Chair shall designate the order in which the Vice Chairs shall assume the chair in the event of the absence of the Chair.

All committees shall consist of a number of members of each political party, proportionate to the percentage of such members on the Board. The Chair shall appoint, in accordance with Rule No. 26, a percentage of members proportionate to the party makeup of the Board based upon recommendations from the Majority and Minority Leaders of the Board; and

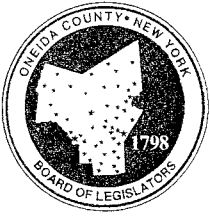
NOW THEREFORE BE IT HEREBY RESOLVED, that, in accordance with the authority granted by Rule No. 60 of the Rules of the Board of the Oneida County Board of Legislators, this Board approves the recommended changes to the Oneida County Board of Legislators Rules of the Board, as more specifically set forth herein.

APPROVED: Ways and Means Committee

DATED: May 14, 2014

Adopted by the following v.v. vote:

AYES _____ NAYS _____ ABSENT _____



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

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

May 12, 2014

2014-172

Mikale Billard, Clerk
Oneida County Board of Legislators
800 Park Avenue
Utica, NY 13501

WAYS & MEANS

RE: **Scheduling of Public Hearing for Consolidated Agricultural District
#5 – Kirkland, New Hartford, Westmoreland and Whitestown**

Dear Mike,

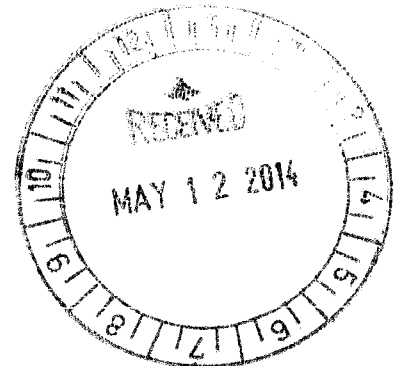
I have received correspondence from Cornell Cooperative Extension requesting a Public Hearing on Agricultural District #5. Pursuant to that request, please prepare a docket to schedule a public hearing for **7:00 PM on Tuesday, June 24th at Cornell Cooperative Extension, 121 Second Street, Oriskany, NY 13424.**

In order to allow ample time to notify the landowners, I would ask that the Ways and Means Committee and the full Board of Legislators vote on the docket at the meeting of **June 11, 2014.**

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board

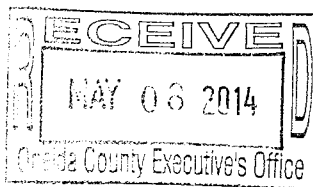
cc: All FPB Members
Commissioner of Agriculture and Markets
Commissioner of DEC





MOHAWK VALLEY COMMUNITY COLLEGE

1101 Sherman Drive
Utica, New York 13501-5394
www.mvcc.edu



Office of the President
(315) 792-5333
Fax (315) 792-5678

May 6, 2014

FN 20 14-173

Hon. Anthony Picente
Oneida County Executive
800 Park Avenue
Utica, NY 13501

**ECONOMIC DEVELOPMENT
& TOURISM**

Dear ~~Anthony~~ *Anthony*,

WAYS & MEANS

I write to request Oneida County approval for an MVCC Capital Project. Specifically, I am requesting the County prepare and approve a resolution establishing a capital project account for Resurfacing of the Track and Tennis Courts. I have also enclosed a copy of the MVCC Board of Trustees resolution authorizing this request. County consideration of this resolution during the May/June Legislative cycle would be appreciated so we may submit the required resolutions to SUNY for approval. The track and tennis courts are used extensively for MVCC events as well as the community and are in need of resurfacing.

The request is for a project totaling \$150,000. 50% of this amount will be provided by the MVCC Foundation and the balance will be reimbursed by SUNY. There is no cost to Oneida County other than the short term financing of expenditures pending SUNY reimbursement.

Thank you for your kind attention to this request. I am happy to supply more information relative to the old boilers or the project to replace them at your request.

Sincerely,

Randall J. VanWagoner, Ph.D.
President

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

Anthony J. Picante, Jr.
County Executive

Date 5/8/14

- C: Thomas G. Squires, Vice President for Administrative Services
- Mike Billard, Oneida County Clerk of the Board

APPROVED

MOHAWK VALLEY COMMUNITY COLLEGE
Utica and Rome, New York

MEMORANDUM

April 21, 2014

To: MVCC Board of Trustees

From: Randall J. VanWagoner, PhD.
President

Subject: Capital Project – Track and tennis courts resurfacing

I recommend that the Board of Trustees adopt the following resolution:

RESOLVED that the capital construction budget for the resurfacing of the track and tennis courts is hereby approved in the amount of \$150,000 and be it further,

RESOLVED that the College's Administration is authorized to secure required sponsor and SUNY approvals.

BACKGROUND

Program regulations (8 NYCCR §603) require SUNY to obtain documents indicating approvals by the college Trustees, sponsor(s) and State University Trustees for any capital project budget.



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

FN 20 14-174

May 12, 2014

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 District Attorney Scott D. McNamara, requesting one (1) additional Assistant District Attorney III position.

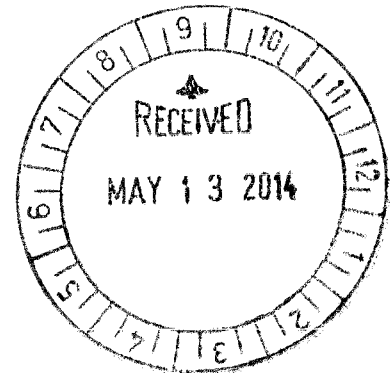
As stated in District Attorney McNamara's letter, this position will be fully funded by a grant awarded by the New York State Department of Criminal Justice Services (DCJS) entitled Gun Involved Violence Elimination (GIVE) Partnership. The grant award will fund this position from July 1, 2014 through June 30, 2015.

Therefore, I recommend the addition of one (1) additional Assistant District Attorney III, Grade 36P (Step 1, \$48,516).

If you concur, I respectfully request that this recommendation be forwarded to the Board of Legislators for their consideration.

Sincerely,

John P. Talerico
Commissioner



Attachments

Copy: Scott D. McNamara, Oneida County District Attorney
Peter M. Rayhill, County Attorney

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

Anthony J. Picente, Jr.
County Executive

Date 5/12/14

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

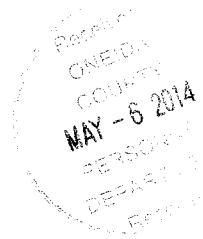
Michael A. Coluzza
First Assistant

Kurt D. Hameline
Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.
Todd C. Carville
Robert L. Bauer

Dawn Catera Lupi
First Assistant

Michael R. Nolan
Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Ashley J. Weiss
Sarah M. Kelly

May 2, 2014



John P. Talerico, Commissioner
Oneida County Department of Personnel
800 Park Avenue
Utica, New York 13501

Dear John,

By this letter, I am hereby requesting the creation of one additional Assistant District Attorney position within the District Attorney's Office. The funds for this position will be fully funded by a grant awarded to Oneida County by the New York State Department of Criminal Justice Services entitled Gun Involved Violence Elimination (GIVE) Partnership. The grant award funds are from July 1, 2014 through June 30, 2015.

If you have any questions or concerns, please contact me.

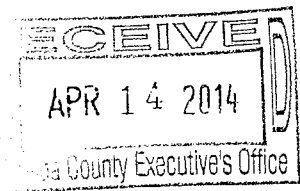
Thank you.

Very truly yours,

Scott D. McNamara
Oneida County District Attorney

se

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY



Scott D. McNamara
District Attorney

Dawn Catera Lupi
First Assistant

Michael A. Coluzza
First Assistant

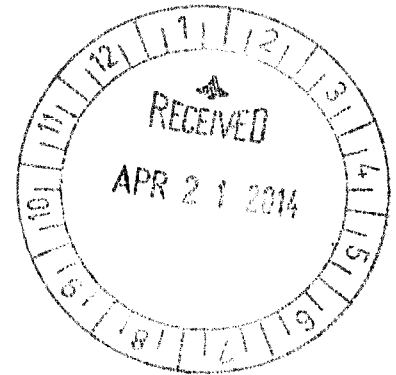
Kurt D. Hameline
Laurie Lisi
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Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Ashley J. Weiss
Sarah M. Kelly

14175
PUBLIC SAFETY

April 8, 2014

WAYS & MEANS



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

Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following 2014 budgetary transfer within the District Attorney's cost center to purchase an Interview Recording System for the District Attorney's Office.

TO:

A1165.295 District Attorney, Other Equipment \$8,500.

FROM:

A1165.101 District Attorney, Salaries \$8,500.

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.
County Executive

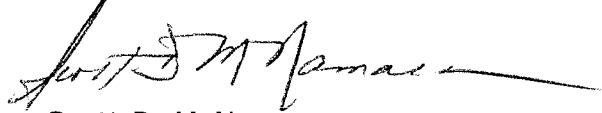
Date 4-21-14

April 8, 2014
Page Two

If you have any questions or concerns, please contact me.

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Scott D. McNamara", with a long horizontal flourish extending to the right.

Scott D. McNamara
Oneida County District Attorney

se

cc: Hon. Gerald J. Fiorini, Chairman
Hon. George Joseph, Majority Leader
Hon. Frank Tallarino, 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 *File 20 14 176*

Dawn Catera Lupi
First Assistant

Michael A. Coluzza
First Assistant

Kurt D. Hameline
Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Garramone
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Ashley J. Weiss
Sarah M. Kelly

PUBLIC SAFETY

WAYS & MEANS

April 9, 2014

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

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

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

Date *4-21-14*

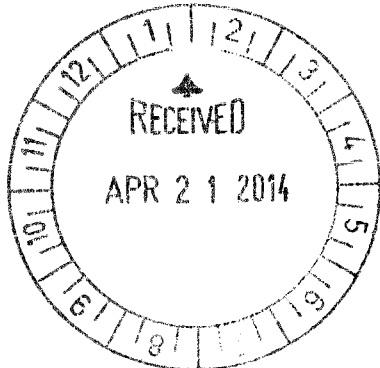
Dear Mr. Picente:

Enclosed is a Rental and Service Agreement between the Oneida County District Attorney's Office and JPJ Electronic Communications, Inc., a New York Corporation, to continue leasing radios for the investigative staff of the office. The period of service is from March 1, 2014 through February 28, 2019 and the total cost will be \$3,240.00 for the Oneida County District Attorney's Office and \$49,464.00 for the Oneida County Drug Enforcement Task Force, totaling \$52,704.00 for the length of this agreement and will be paid for by the departments mentioned above, for the period mentioned.

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.



Sincerely,

Scott D. McNamara

Scott D. McNamara
Oneida County District Attorney

SDM/jl
Enc.

Oneida Co. Department: District Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization:

Oneida County District Attorney's Office

Title of Activity or Service:

Lease

Proposed Dates of Operation:

03/01/2014 – 02/28/2019

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services

The Oneida County District Attorney's Office will continue to leasing radios from JPJ Electronic Communications, Inc.

2) Program/Service Objectives and Outcomes:

The radios are for the use of the offices' investigators.

3) Program Design and Staffing

Total Funding Requested:

\$3,240.00

\$49,464.00

Account #

A1165.413

A3430.413

Oneida County Dept. Funding Recommendation:

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

County \$

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:



TRUNKED RADIO SUBSCRIBER RENTAL AND SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between JPJ Electronic Communications, Inc., a New York Corporation, hereinafter referred to as "JPJ" and Oneida County, hereinafter referred to as "County", a municipal corporation in New York State, with offices located at 800 Park Avenue, Utica, New York, 13501, on behalf of the Oneida County District Attorney, (District Attorney), hereinafter referred to as "Subscriber", named on the attached Radio Subscriber Rental and Service Agreement Order Form "Order Form".

WHEREAS, Subscriber desires to receive two way radio communications service as authorized by station licenses issued to JPJ or it's assigns, in accordance with the applicable provisions of the Federal Communications Commission's (FCC) rules and regulations, and JPJ agrees to provide such service on behalf of the licensees and assigns to the subscriber; and

WHEREAS, Subscriber desires to rent from JPJ and JPJ desires to rent to Subscriber, the equipment necessary to operate a two way radio system and associated accessories, along with the channel service required, as outlined on the attached Order Form.

NOW, THEREFORE, for and in mutual consideration of the mutual promises of the parties, it is hereby agreed as follows:

- (1) Subscriber warrants eligibility under the FCC's rules to obtain the service provided by JPJ and will use the service and equipment only for communications permitted by such regulations. Subscriber agrees to observe all statutory and regulatory requirements governing the operation of radio transmitters employed in connection with this agreement.
- (2) JPJ agrees to provide channel service, "Service", and equipment maintenance to subscriber in accordance with applicable FCC rules and standard JPJ maintenance terms.
- (3) Subscriber agrees to pay JPJ for services provided, pursuant to this agreement.
- (4) Subscriber agrees to pay JPJ for rental of equipment provided, pursuant to this agreement.
- (5) Subscriber agrees to pay for service and equipment each month ("Payments"). Payments shall be made in a form and at a location specified by JPJ invoice. Payments will be due on the first day of the billing period (monthly) in advance and payable net ten (10) days whether or not an invoice is issued by JPJ. Payments shall be effective the first day of the month following the first day of service. Upon termination of Service, payments for the full month are due. There shall be NO PRORATION, and there shall be no billing credit provided Subscriber for Subscriber's partial month's use of the Service or the Equipment.
- (6) This agreement will remain in force and effect from the date hereof for a period of sixty (60) months and shall automatically extend itself for successive monthly periods. This agreement may be terminated by either party without cause at the end of any monthly period by either party giving notice to the other in writing at the addresses listed on the Order Form. At the termination of this Agreement, Subscriber shall deliver the Equipment to JPJ at it's main office designated on the Order Form in as good condition as existed at the beginning of the term of this Agreement, reasonable wear and tear excepted.

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JPJ ELECTRONIC COMMUNICATIONS, INC.
1 W. WHITESBORO ST., YORKVILLE, N.Y. 315-733-8495

(7) Title of Equipment shall remain with JPJ and shall not pass to Subscriber. Subscriber shall not conceal or interfere with title of JPJ.

(8) Subscriber acknowledges that there are no express warranties other than those appearing in this Agreement and there are no implied warranties, either of merchantability or fitness for a particular purpose, in connection with the rental of the Equipment.

(9) JPJ may revise the Service rates or Equipment rental rates set forth in the Order Form at the end of any one (1) month period by giving the Subscriber written notice of the amount of increase at least sixty (60) days in advance of the increase. Upon receipt of any such notice Subscriber may terminate this Agreement as provided herein; otherwise, the new fees shall become effective on the date specified in any such notice. In the event of termination's herein provided, all accrued and unpaid Payments shall be due and payable forthwith.

(10) If this Agreement is terminated for any reason by either JPJ or Subscriber, Subscriber must immediately, within fifteen (15) days of such termination, remove the coding or software that permits Subscriber access to the system. Failure to remove such coding or software within the allotted time may constitute a violation of FCC regulations and will result in forfeiture of any Subscriber deposits.

(11) JPJ shall be liable for any interruption in the Service or in the use of the Equipment to the extent of a PRO RATA allowance based on the monthly Service or Equipment fee, as applicable, for such time interruption is attributable to the fault of JPJ. JPJ neither assumes nor shall have any liability under this agreement for failure to provide, or delay in providing, Service or in the use of Equipment due directly or indirectly to cause beyond their control, and without the fault or negligence of JPJ, including but not limited to acts of: God, public enemy, government, Subscriber or it's agents, employees or subcontractors, or any other conditions beyond the control of JPJ.

(12) Subscriber acknowledges one hundred percent (100%) coverage of any area at all times is improbable. Experience indicates adverse propagation conditions will exist from time to time and may disrupt service. Subscriber acknowledges that satisfactory communications performance is viewed as intelligible reception over that terrain approximately ninety (90) percent of the time. Any surveys, if provided, are to indicate general parameters of expected coverage, subject to previously mentioned conditions, and are not binding as an exact representation of coverage. JPJ makes no representation or assurances as to the satisfactory communication performance or useful signal range afforded by the system.

JPJ ELECTRONIC COMMUNICATIONS, INC.
1 W. WHITESBORO ST., YORKVILLE, N.Y. 315-733-8495

(13) Subscriber agrees to have all rental Equipment installed, maintained and serviced by JPJ at the JPJ facility unless otherwise agreed to in advance and in writing by JPJ

(14) No revision of this Agreement shall be valid unless made in writing and signed by an officer of JPJ and an authorized agent of the Subscriber.

(15) No assignment or transfer, in whole or in part, of this Agreement shall be binding upon JPJ without consent in writing and signed by an officer of JPJ.

(16) The Subscriber shall indemnify and hold harmless JPJ, and its employees and other agents, from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by them arising out of or as a result of any acts or omissions of the Subscriber, or its officers, directors, employees or other agents, in connection with the performance of any of their respective obligations under this Agreement.

(17) JPJ agrees that it shall indemnify and hold harmless the Subscriber, and its employees and other agents, from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by them arising out of or as a result of any acts or omissions of JPJ, or its officers, directors, employees or other agents, in connection with the performance of any of their respective obligations under this Agreement.

Signed:

Subscriber:

JPJ Electronic Communications, Inc.

Oneida County, New York

1 West Whitesboro St.

800 Park Avenue

Yorkville, N.Y. 13495

Utica, NY 13501

By: 

By: _____

Printed: Joseph F. Rositano, President

Printed: Anthony J. Picente, Jr., County Executive

Date 03/01/14

Date _____/_____/_____

Approved as to Form

County Attorney

CUSTOMER	S/N	LID	MOD	COMMENTS	EQ	MAINT	CHSV	TOTAL
ONEIDA CO DRUG TF DA OFFICE	9235426	0320	P5130	RENTAL UNIT WITH AEGIS, BATTERY, ANTENNA, BELT CLIP	\$30.89	\$10.27	\$11.00	\$52.16
ONEIDA CO DRUG TF DA OFFICE	9235451	0321	P5130	RENTAL UNIT WITH AEGIS, BATTERY, ANTENNA, BELT CLIP	\$30.89	\$10.27	\$11.00	\$52.16
ONEIDA CO DRUG TF DA OFFICE	9235452	0322	P5130	RENTAL UNIT WITH AEGIS, BATTERY, ANTENNA, BELT CLIP	\$30.89	\$10.27	\$11.00	\$52.16
ONEIDA CO DRUG TF DA OFFICE	9235453	0323	P5130	RENTAL UNIT WITH AEGIS, BATTERY, ANTENNA, BELT CLIP	\$30.89	\$10.27	\$11.00	\$52.16
ONEIDA CO DRUG TF DA OFFICE	9235455	0324	P5130	RENTAL UNIT WITH AEGIS, BATTERY, ANTENNA, BELT CLIP	\$30.89	\$10.27	\$11.00	\$52.16
ONEIDA CO DRUG TF DA OFFICE	9235456	0325	P5130	RENTAL UNIT WITH AEGIS, BATTERY, ANTENNA, BELT CLIP	\$30.89	\$10.27	\$11.00	\$52.16
ONEIDA CO DRUG TF DA OFFICE	9235457	0326	P5130	RENTAL UNIT WITH AEGIS, BATTERY, ANTENNA, BELT CLIP	\$30.89	\$10.27	\$11.00	\$52.16
ONEIDA CO DRUG TF DA OFFICE	9235458	0327	P5130	RENTAL UNIT WITH AEGIS, BATTERY, ANTENNA, BELT CLIP	\$30.89	\$10.27	\$11.00	\$52.16
ONEIDA CO DRUG TF DA OFFICE	9235459	0328	P5130	RENTAL UNIT WITH AEGIS, BATTERY, ANTENNA, BELT CLIP	\$30.89	\$10.27	\$11.00	\$52.16
ONEIDA CO DRUG TF DA OFFICE	9235460	0331	P5130	RENTAL UNIT WITH AEGIS, BATTERY, ANTENNA, BELT CLIP	\$30.89	\$10.27	\$11.00	\$52.16
ONEIDA CO DRUG TF DA OFFICE	9235461	0332	P5130	RENTAL UNIT WITH AEGIS, BATTERY, ANTENNA, BELT CLIP	\$30.89	\$10.27	\$11.00	\$52.16
ONEIDA CO DRUG TF DA OFFICE	9235462	0333	P5130	RENTAL UNIT WITH AEGIS, BATTERY, ANTENNA, BELT CLIP	\$30.89	\$10.27	\$11.00	\$52.16
ONEIDA CO DRUG TF DA OFFICE	9235463	0334	P5130	RENTAL UNIT WITH AEGIS, BATTERY, ANTENNA, BELT CLIP	\$30.89	\$10.27	\$11.00	\$52.16
ONEIDA CO DRUG TF DA OFFICE	9235464	0335	P5130	RENTAL UNIT WITH AEGIS, BATTERY, ANTENNA, BELT CLIP	\$30.89	\$10.27	\$11.00	\$52.16
ONEIDA CO DRUG TF DA OFFICE	9235465	0336	P5130	RENTAL UNIT WITH AEGIS, BATTERY, ANTENNA, BELT CLIP	\$30.89	\$10.27	\$11.00	\$52.16
ONEIDA CO DRUG TF DA OFFICE	NONE	NONE	MAHM-CH9A	RACK RAPID CHARGER	\$6.07	\$2.37	\$0.00	\$8.44
ONEIDA CO DRUG TF DA OFFICE	NONE	NONE	MAHM-CH9A	RACK RAPID CHARGER	\$6.07	\$2.37	\$0.00	\$8.44
ONEIDA CO DRUG TF DA OFFICE	NONE	NONE	MAHM-CH9E	SINGLE RAPID CHARGER	\$1.41	\$0.55	\$0.00	\$1.96
ONEIDA CO DRUG TF DA OFFICE	NONE	NONE	MAHM-CH9E	SINGLE RAPID CHARGER	\$1.41	\$0.55	\$0.00	\$1.96
ONEIDA CO DRUG TF DA OFFICE	NONE	NONE	MAHM-CH9E	RACK RAPID CHARGER	\$6.07	\$2.37	\$0.00	\$8.44
ONEIDA CO DRUG TF DA OFFICE	NONE	NONE	V2-10154	SPEAKER MIC	\$1.30	\$0.50	\$0.00	\$1.80
ONEIDA CO DRUG TF DA OFFICE	NONE	NONE	V2-10154	SPEAKER MIC	\$1.30	\$0.50	\$0.00	\$1.80
ONEIDA CO DRUG TF DA OFFICE	NONE	NONE	V2-10154	SPEAKER MIC	\$1.30	\$0.50	\$0.00	\$1.80
ONEIDA CO DRUG TF DA OFFICE	NONE	NONE	V2-10154	SPEAKER MIC	\$1.30	\$0.50	\$0.00	\$1.80
ONEIDA CO DRUG TF DA OFFICE	NONE	NONE	V2-10154	SPEAKER MIC	\$1.30	\$0.50	\$0.00	\$1.80
ONEIDA CO DRUG TF DA OFFICE	NONE	NONE	V2-10154	SPEAKER MIC	\$1.30	\$0.50	\$0.00	\$1.80
ONEIDA CO DRUG TF DA OFFICE	NONE	NONE	V2-10154	SPEAKER MIC	\$1.30	\$0.50	\$0.00	\$1.80
ONEIDA CO DRUG TF DA OFFICE	NONE	NONE	V2-10154	SINGLE RAPID CHARGER	\$493.59	\$165.81	\$165.00	\$824.40

JPJ Electronic Communications, Inc.
 1 W. Whitesboro St., Yorkville, NY 13495 315-733-8495

CUSTOMER	S/N	LID	MOD	START	EQ	MAINT	CHSV	TOTAL
ONEIDA CO DISTRICT ATTORNEY	9725448	1080	300P	09/07/07	\$0.00	\$0.00	\$9.00	\$9.00
ONEIDA CO DISTRICT ATTORNEY	9725449	1081	300P	09/07/07	\$0.00	\$0.00	\$9.00	\$9.00
ONEIDA CO DISTRICT ATTORNEY	9725450	1082	300P	09/07/07	\$0.00	\$0.00	\$9.00	\$9.00
ONEIDA CO DISTRICT ATTORNEY	9725454	1083	300P	09/07/07	\$0.00	\$0.00	\$9.00	\$9.00
ONEIDA CO DISTRICT ATTORNEY	9725462	1084	300P	09/07/07	\$0.00	\$0.00	\$9.00	\$9.00
ONEIDA CO DISTRICT ATTORNEY	9725467	1085	300P	09/07/07	\$0.00	\$0.00	\$9.00	\$9.00
							\$54.00	\$54.00

ADDENDUM

THIS APPENDIX, entered into on this 1ST day of March, 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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 waste and recyclables generated within the Authority's service area by performance of this Contract by the 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.²

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- 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 Contractor, 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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors 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 Contract 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 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract 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 Contract.³
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor 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 an 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. 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 (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (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: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (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).
2. 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).

-
- d. 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 Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (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 Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, 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 County. 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 with the Standards for Privacy of Individual 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; and
 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 County's clients.
- b. 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 County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, 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 County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract 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 this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County 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 Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract 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 County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal 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 County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal 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.

7. 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, the 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, the 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. The 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.

8. 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 the 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, the 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

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 shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. 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 County Comptroller, the County Attorney 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 County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County 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: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, 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 County is mandatory. The principle 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 liabilities and to generally identify persons affected by the taxes administered by the New York State 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 County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. 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 Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. 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 Section 165 of the State Finance Law (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 County. 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 Section 165 of the State Finance Law. Any such use must meet with approval of the County; 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 County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

- b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented.

Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

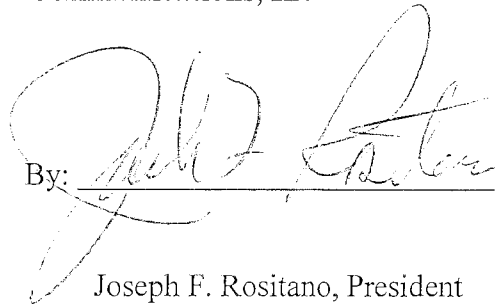
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

**Contractor: JPJ Electronic
Communications, Inc**

By: _____
Oneida County Executive

By: 
Joseph F. Rositano, President

Approved as to Form only

Oneida County Attorney



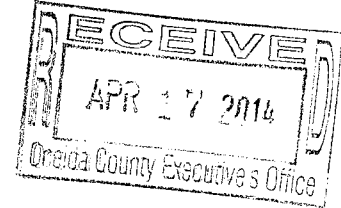
Sheriff Robert M. Maciol
Undersheriff Robert Swenszkowski

Chief Deputy Gabrielle O. Liddy
Chief Deputy Jonathan G. Owens

April 14, 2014

The Honorable Anthony J. Picente, Jr.
Oneida County Executive
Oneida County Office Building
800 Park Avenue
Utica, NY 13501

FN 20 14-177
**PUBLIC SAFETY
WAYS & MEANS**



Dear County Executive Picente,

The Commissary Account is offset by revenues from inmates in the Correctional Facility. Per the New York State Commission of Corrections Minimum Standards 7016.1c "profits resulting from Commissary sales shall be deposited in a separate bank account and shall be utilized only for purposes of prisoner welfare and rehabilitation."

In 2013, there was a profit of \$102,899.00 which has been rolled over into 2014, as indicated in the attached audit trail for revenue account A1525. Annually, a supplemental appropriation is prepared for the profit to fund programs, equipment, or supplies for the purposes set forth by the Commission. In 2014, the surplus will be used for horticulture programming, educational services and supplies, a life skills program, sewing projects, recreational items, worker pod, library, notary and other services.

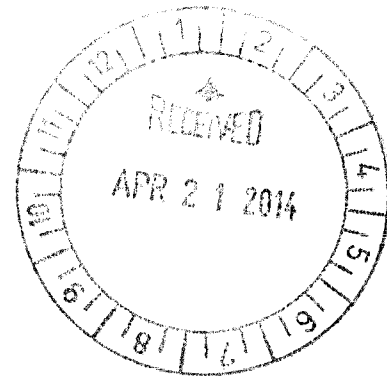
The 2014 Supplemental Appropriation request is as follows:

A3152.211	Office Equipment	\$ 5,000.00
A3152.212	Computer Hardware	\$ 20,000.00
A3152.271	Recreation Equipment	\$ 10,000.00
A3152.295	Other Equipment	\$ 20,000.00
A3152.411	Office Supplies	\$ 5,000.00
A3152.471	Recreational Supplies	\$ 10,000.00
A3152.472	Recreational Activities	\$ 1,899.00
A3152.491	Other Materials and Supplies	\$ 20,000.00
A3152.492	Computer Software & Licenses	\$ 10,000.00
A3152.4951	Other Expenses	\$ 1,000.00

Total Expenses: \$ 102,899.00

A1525 Revenue Prisoner Commissary \$ 102,899.00

Total Revenue: \$ 102,899.00



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

Anthony J. Picente, Jr.
County Executive

Date 4-21-14

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

Sheriff Robert M. Maciol
Undersheriff Robert Swenszkowski

Chief Deputy Gabrielle O. Liddy
Chief Deputy Jonathan G. Owens

I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read "Rob Maciol".

Robert M. Maciol,
Oneida County Sheriff

CC: Tom Keeler, Budget

Administrative Office

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Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

April 25, 2014

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

APR 20 14 178

PUBLIC SAFETY

WAYS & MEANS

Re: License Agreement; Small Arms Range at Griffiss

Dear County Executive Picente:

The Sheriff's Office is requesting approval for a License Agreement for the use of the Small Arms Range at Griffiss International Airport. Enclosed for your consideration is a proposed License Agreement between Griffiss Local Development Corporation (GLDC) and the County of Oneida for the use of the Small Arms Range at Griffiss International Airport.

In summary, the License Agreement would allow for the continued use of the Small Arms Range by the Oneida County Sheriff's Department for training of licensed police officers. Furthermore, the Agreement would allow for the County to enter into Sub-license agreements with other municipalities for similar purposes.

The proposed License Agreement has already been approved by GLDC and consented to by the Oneida County Industrial Development Agency, as evidenced by the signatures appearing thereon. **This Agreement requires Board approval at the Board's next meeting date.**

If you find the enclosed contract acceptable, I am requesting your approval by way of signature. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Very truly yours,

Robert M. Maciol
Oneida County Sheriff

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

Anthony J. Picente, Jr.
County Executive

Date 5/8/14

Administrative Office
6065 Judd Road Oriskany, NY 13424
Voice (315) 736-8364
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Law Enforcement Division
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Fax (315) 765-2327

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

Oneida County Department/Office: Sheriff's Office

Competing Proposal:
Only Respondent:
Sole Source RFP:
Other: XXX

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Griffis Local Development Corporation.

Title of Activity or Service: License Agreement for use of Small Arms Range

Proposed Dates of Operation: Upon Execution through 12/31/2034

Client Population/Number to be Served: Law Enforcement Agencies throughout Oneida County

Summary Statements

- 1) **Narrative Description of Proposed Services:** This is for a License Agreement that would allow for the continued use of the Small Arms Range by the Oneida County Sheriff's Office for training of licensed police officers.
- 2) **Program/Service Objectives and Outcomes:** The Agreement would allow for the County to enter into sub-license Agreement with other municipalities for firearms training.
- 3) **Program Design and Staffing:** Twice per year, employees of the Sheriff's Office are required to qualify with a firearm at this training facility. There are different dates to choose from so that staffing is not an issue.

Total Funding Requested: \$1.00

Account #: A3120.4951

Oneida County Dept. Funding Recommendation: Recommend approval.

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

Oneida County Department/Office Staff Comments: We have used the facility to qualify for firearms in the past. This will allow us to have other municipalities use the facility for firearms training as well.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of _____ (the "Effective Date"), is by and between **GRIFFISS LOCAL DEVELOPMENT CORPORATION**, a New York not-for-profit local development corporation, having an office at 584 Phoenix Drive, Rome, New York 13441 ("Licensor") and **COUNTY OF ONEIDA**, a New York municipal corporation, having an office at the County Office Building, 800 Park Avenue, Utica, New York 13501 ("Licensee").

In consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant of License.** Subject to the terms and provisions of this Agreement, Licensor hereby grants to Licensee the non-exclusive license, privilege and permission to enter upon, use, repair and maintain the Small Arms Range (the "Licensed Premises") situate at the former Griffiss AFB, Rome, New York, for the sole purpose of firearms training by those of Licensee's officers and employees who are "police officers" within the meaning of Section 1.20(34) of the Criminal Procedure Law and whose right to carry firearms has not been suspended or terminated (collectively, "Licensee's Authorized Personnel"). The Licensed Premises are depicted on the map attached hereto and made a part hereof as **Exhibit A**.

2. **Licensor's Use of Licensed Premises.** Licensor and its officers, directors, members, agents, employees, contractors and other representatives may enter upon the Licensed Premises, at all times and for any purpose, including the inspection thereof, and Licensee shall have no claim on account of such entries against Licensor or any of its officers, directors, members, agents, employees, contractors or other representatives.

3. **Duration of License.** This Agreement (including the license granted hereby) is revocable at any time by either Licensor or Licensee provided that the revoking party gives the non-revoking party at least five (5) days' prior written notice of the date that such revocation becomes effective.

4. **No Representations.** Licensee acknowledges that it has inspected and knows the condition of the Licensed Premises. It is understood that the Licensed Premises are licensed to Licensee (a) subject to all easements, rights of way, covenants, conditions and restrictions of record including, without limitation, those set forth in that certain Quitclaim Deed from the United States of America, acting by and through the Secretary of the Air Force to Oneida County Industrial Development Agency ("OCIDA") dated July 27, 2011 and recorded on September 30, 2011 in the Oneida County Clerk's Office as Instrument No. 2011-014461 and (b) "AS IS, WHERE IS" and "WITH ALL FAULTS", and without any representation or warranty by Licensor, express or implied, and without any obligation on the part of Licensor.

5. **Protection of Licensed Premises.** Licensee shall, at all times, protect, repair and maintain the Licensed Premises in good order and condition at its expense and without cost or

expense to the Licensor. Licensee shall exercise due diligence in protecting the Licensed Premises against entry by unauthorized persons and against damage or destruction by fire, vandalism, theft, weather or other causes.

6. **Weapons Safety Rules; Range Safety Officer.** Licensee shall adopt appropriate weapons safety rules to govern firearms training activities at the Licensed Premises. In addition, at all times while the Licensed Premises are in use for firearms training (whether by Licensee's Authorized Personnel or any Sublicensee's Authorized Personnel) Licensee shall provide a duly qualified range safety officer ("RSO") to supervise and oversee such firearms training activities of Licensee's Authorized Personnel and any Sublicensee's Authorized Personnel. Without limiting the generality of the foregoing, the RSO shall be responsible for making sure that all weapons safety rules are followed at all times.

7. **Damage to Licensed Premises.** Licensee shall, at its expense, promptly repair or replace to the satisfaction of Licensor, any OCIDA or Licensor property damaged or destroyed by Licensee, Licensee's Authorized Personnel, any Sublicensee and any Sublicensees' Authorized Personnel. Alternatively, if required by Licensor, Licensee shall pay to OCIDA or Licensor money in an amount sufficient to compensate for the loss sustained by OCIDA or Licensor by reason of damage to or destruction of such OCIDA or Licensor property.

8. **Risk of Loss, Indemnification and Insurance.** Neither Licensor nor OCIDA shall be responsible for damages to property or injuries or death to persons which may arise from or be incident to the exercise of the privileges granted under or pursuant to this Agreement, or for damages to the property of Licensee, or for damages to the property or injuries to the person of the Licensee's Authorized Personnel, any Sublicensee or any Sublicensee's Authorized Personnel, arising from any activities on the Licensed Premises, unless such damages were caused by the sole negligence and/or willful misconduct of Licensor or OCIDA or their respective officers, directors, members, agents, employees, contractors and other representatives.

(a) Licensee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of anyone's use and occupation of the License Premises and will settle and pay any claims arising out of such use and occupation of the Licensed Premises, unless such loss or damage was caused by the sole negligence and/or willful misconduct of Licensor or OCIDA or any of their respective officers, directors, members, agents, employees, contractors and other representatives. Licensee expressly waives all claims against Licensor and OCIDA, and their respective officers, directors, members, agents, employees, contractors and other representatives, for any such loss, damage, personal injury or death caused by or occurring as a consequence of the conduct of activities or the performance of responsibilities under or pursuant to this Agreement, unless such loss, damage, personal injury or death was caused by the sole negligence and/or willful misconduct of Licensor or OCIDA or their respective officers, directors, members, agents, employees, contractors and other representatives.

(b) To the fullest extent permitted by applicable law, Licensee (the "Indemnifying Party") shall indemnify and hold harmless, and at Licensor's and OCIDA's option defend, Licensor and OCIDA, and their respective officers, directors, members, agents, employees, contractors and other representatives (each, individually, an "Indemnified Party" and,

collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage (collectively, "Damages"), incurred by any Indemnified Party to the extent caused by the negligence, unlawful act or omission, or intentional misconduct of the Indemnifying Party, its officers, agents, employees, sublicensees and other representatives (including Licensee's Authorized Personnel, any Sublicensee and any Sublicensee's Authorized Personnel) arising out of or in connection with the exercise by Licensee or any Sublicensee of the rights and privileges granted by or pursuant to this Agreement, except to the extent such Damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of an Indemnified Party. The provisions of Section 8(b) hereof shall survive the revocation, expiration or other termination of this Agreement.

(c) Licensee shall obtain and maintain, and cause each of its Sublicensees to obtain and maintain, during the term of this Agreement insurance for the Licensed Premises against such risk and for such amounts as are customarily insured against by businesses of like size and type, including, but not limited to, the following coverages with the following limits of coverage:

(i) claims for personal injury or property damage including premises, operations, products and completed operations coverage, under a policy of Commercial General Liability insurance with a combined single limit per occurrence in respect of bodily injury, disease and death and property damage (including, to the extent such insurance is reasonably available therefor, environmental damage) of not less than \$1,000,000, and an aggregate limitation of not less than \$2,000,000, which insurance shall include contractual liability insurance. All insurance shall be written by companies licensed to do business in the State of New York and otherwise reasonably satisfactory to Licensor and OCIDA with a Best's rating of A or better and financial size category of at least Class VII, or such higher standard as Licensor and OCIDA shall reasonably require. Deductibles and terms and conditions of such insurance shall be subject to Licensor's and OCIDA's reasonable approval. All policies and certificates of insurance shall state that the carrier cannot cancel or refuse to renew or create a material reduction of coverage without giving Licensor and OCIDA at least thirty (30) days' prior written notice. To the extent commercially available, such liability insurance shall include contractual liability coverage for the indemnification requirements set forth in Section 8(b) hereof. The aforesaid insurance shall name Licensor and OCIDA as additional insureds, on a primary and non-contributory basis, as their interests may appear (or loss payees in the case of property insurance). Licensee shall furnish, and cause each of its Sublicensees to furnish, Licensor and OCIDA with certificates of insurance or other proof satisfactory to Licensor and OCIDA that Licensee and each such Sublicensee, as the case may be, is maintaining the aforesaid insurance coverages.

9. **Alteration/Improvement of Licensed Premises.** No addition to or alteration or improvement of the Licensed Premises shall be made by Licensee without the prior written consent of Licensor.

10. **Utility Services at Licensed Premises.** Licensee will reimburse each utility service provider, within ten (10) days after billing, for any utilities and other services which such utility service provider furnishes to the Licensed Premises during the existence of this Agreement. Licensee acknowledges and agrees that Licensor is not under any obligation to furnish any utilities or services to the Licensed Premises.

11. **No Waiver.** The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as waiving any such terms and conditions, but shall continue and remain in full force and effect as if no such waiver had occurred.

12. **No Landlord-Tenant Relationship.** It is declared between the parties that it is not the intention of either Licensor or Licensee to create between them the relationship of landlord and tenant or to confer any rights on Licensee that would amount in law to a landlord-tenant relationship.

13. **Partial Invalidity.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision.

14. **Paragraph Headings.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

15. **Notices.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by registered or certified mail, return receipt requested, if sent to the respective address of each party as set forth at the beginning of this Agreement.

16. **Modification of Agreement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

17. **Attorney's Fees.** In the event that any action or proceeding arising out of or with respect to this Agreement is commenced by Licensor, Licensee will pay all of Licensor's costs and expenses in connection herewith including, but not limited to, Licensor's reasonable attorneys' fees, expert witness fees and all other costs, including all such costs with respect to any appellate proceedings or any proceedings in bankruptcy.

18. **Assignments/Sublicenses.** Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not assign, sublicense or otherwise transfer its rights under this Agreement to any other person or entity without Licensor's and OCIDA's prior written consent, which consent may be withheld, conditioned or delayed in their sole and unfettered discretion.

19. **Expenses.** All expenses arising out of this Agreement shall be paid by Licensee.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of New York, exclusive of its choice of law rules and principles.

21. Miscellaneous. Notwithstanding anything to the contrary contained in this Agreement, Licensee acknowledges and agrees that this Agreement allows only the temporary use of the Licensed Premises and is not and does not constitute a commitment by Licensor to convey to Licensee the fee title to or any other rights in the Licensed Premises.

22. Entire Agreement. This Agreement (and the exhibits thereto) contains all the representations and the entire agreement between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreement are superseded in total by this Agreement (including the exhibit thereto).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the Effective Date.

LICENSOR:

GRIFFISS LOCAL DEVELOPMENT CORPORATION

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

LICENSEE:

COUNTY OF ONEIDA

By: _____
Anthony J. Picente, Jr.
County Executive

Approved As To Form
ONEIDA COUNTY ATTORNEY
By: [Signature]

CONSENT

The undersigned, ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, hereby consents to the foregoing License Agreement between Griffiss Local Development Corporation, as Licensor, and the County of Oneida, as Licensee.

OCIDA:

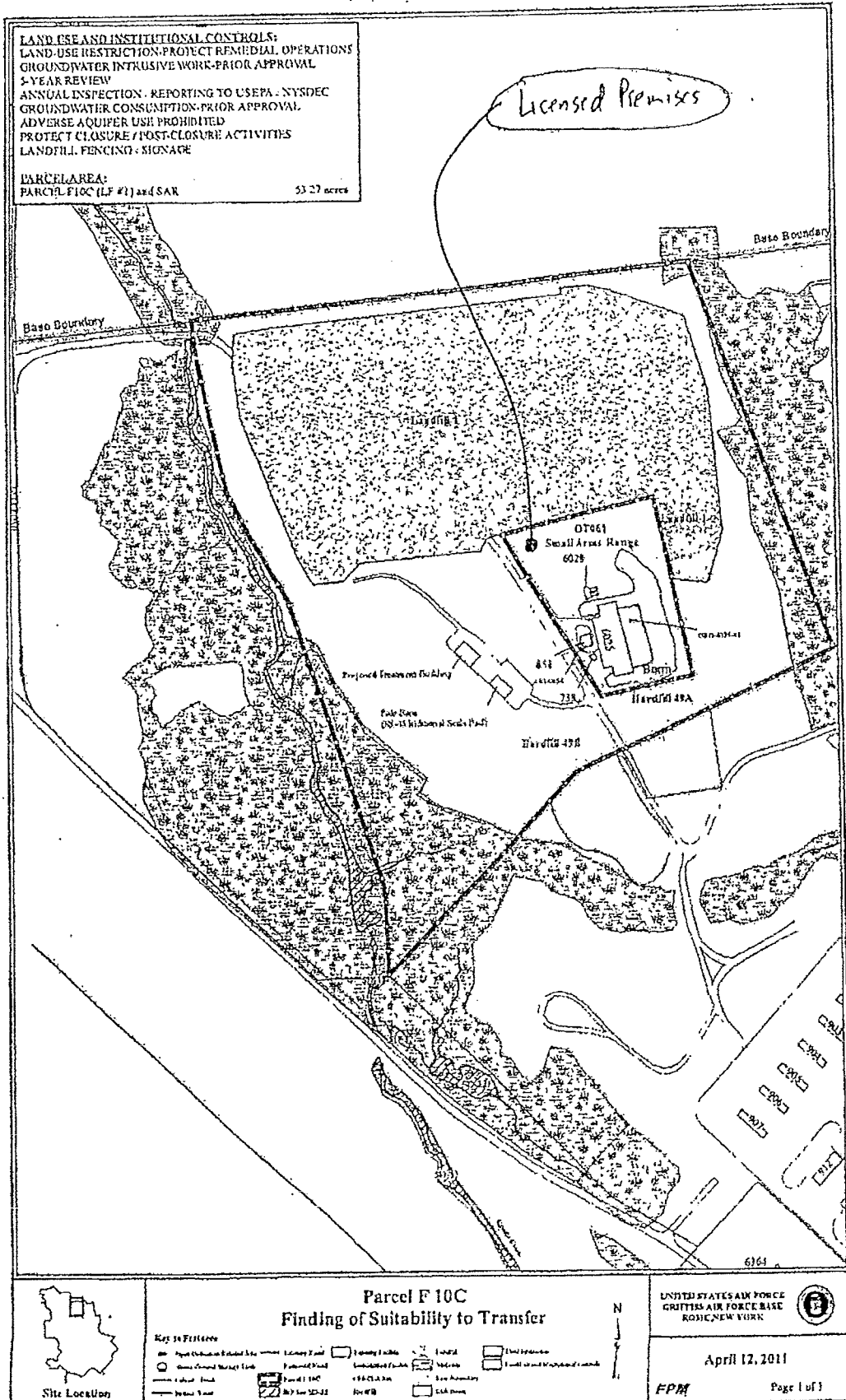
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

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

EXHIBIT A

MAP DEPICTING LICENSED PREMISES

EXHIBIT A



1:000 Scale (Not to Scale) 11/01/09 (10/27/09) 10/27/09

Anthony J. Picente, Jr.
County Executive



David Tomidy
Director



Oneida County Probation Department
321 Main Street, 2nd Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 624-3684
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073
E-mail: probation@ocgov.net · Web Site: www.ocgov.net

Deputy Director
Patrick Cady

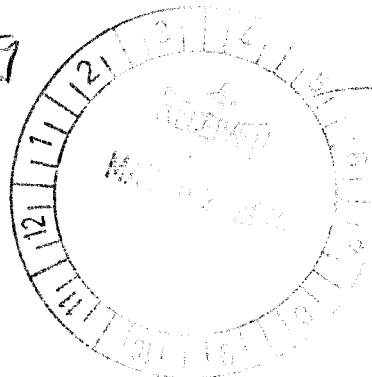
Supervisors
Thomas Brognano
Mark Joseph
Holly Matthews
Paula Mrzlikar

April 11, 2014

EN 20 14-179

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

PUBLIC SAFETY
WAYS & MEANS



Re: Ignition Interlock Monitoring Program
Reimbursement Grant
A3140.413/Revenue Account #: A3310

Dear Mr. Picente:

Enclosed is a Contract with DCJS wherein they will once again reimburse us for our efforts to ensure DWI offenders have Ignition Interlock Devices installed on their vehicles by our monitoring efforts. This \$54,333 Grant is the fourth year of reimbursement. I am doubtful this reimbursement will continue after this Grant period.

Nevertheless, we recommend the Board pass this Resolution to maximize our revenue without adding any new personnel.

After approval, please affix your E signature so that we can begin the vouchering process.

Your support of our programming continues to be appreciated.

Very truly yours,

DAVID TOMIDY
PROBATION DIRECTOR

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

Anthony J. Picente, Jr.
County Executive

DT:kas
Enclosures

Date 5-2-14

Oneida Co. Department: Probation

Competing Proposal _____
Only Respondent _____
Sole Source RFP X

**ONEIDA COUNTY
BOARD OF LEGISLATORS**

Name of Proposing Organization: Division of Criminal Justice Services
80 South Swan Street
Albany, New York 12210-8001

Title of Activity or Service: Ignition Interlock Program

Proposed Dates of Operation: October 1, 2013 through September 30, 2014

Client Population/Number to be Served: 250 DWI Offenders

Summary Statements:

- 1.) Narrative Description of Proposed Services
The Probation Department tracks those DWI offenders ordered to install Ignition Interlock devices on their vehicles upon their conviction. We monitor court orders, actual installations, and compliance.
- 2.) Program/Service Objectives and Outcomes: NA
- 3.) Program Design and Staffing: Existing Staff

Total Funding Requested: \$54,333.00 Account#: A3140.413

Oneida County Department Funding Recommendation: \$54,333.00

Proposed Funding Sources (Federal \$/State\$/County\$): County and Division of Criminal Justice Services

Cost Per Client Served: NA

Past Performance Data: This is the fourth year where DCJS offers reimbursement of costs to run this program. We previously used the money to fund a position but currently use existing staff. We handled over 250 offenders in 2012/2013 and anticipate handling much more offenders during this contract.

Oneida County Department Staff Comments: The numbers and additional mandates of this program have made it near impossible to complete with existing staff, however, we will continue to seek an increased rate of reimbursement. We, therefore, recommend we accept this reimbursement of our expenses to operate the state mandated Ignition Interlock Program.

<p><u>STATE AGENCY</u> Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210</p>	<p><u>NYS COMPTROLLER'S NUMBER:</u> C523679 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01490 - Division of Criminal Justice Services</p>
<p><u>GRANTEE/CONTRACTOR:</u> (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501</p>	<p><u>TYPE OF PROGRAMS:</u> GTSC Ignition Interlock Device Monitoring Program <u>DCJS NUMBERS:</u> II12523679 II11523679 <u>CFDA NUMBERS:</u></p>
<p><u>FEDERAL TAX IDENTIFICATION NO:</u> 156000460 <u>MUNICIPALITY NO:</u> (if applicable) 300100000000</p>	<p><u>INITIAL CONTRACT PERIOD:</u> FROM 10/01/2012 TO 09/30/2014 <u>FUNDING AMOUNT FROM INITIAL PERIOD:</u> \$108,666.00</p>
<p><u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.</p>	<p><u>MULTI-YEAR TERM:</u> (if applicable): 1 1-year renewal options.</p>
<p><u>CHARITIES REGISTRATION NUMBER:</u> [] (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. <u>N/A</u></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><u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u></p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</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 checked="" type="checkbox"/> Other (Identify)</p> <p>Appendix B-1 Program Performance Milestones and Costs</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 <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: _____</p>	
<p>ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____</p>	<p>APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____</p>

Award Contract**GTSC Ignition Interlock Device Monitoring Program****Project No.****Grantee Name**

II12-1031-D01

Oneida County

04/14/2014

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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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) **Identification Number(s).** Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such

number or numbers, the payee, on its invoice or Claim for Payment, 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, 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 and 5 NYCRR 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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. 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 Department of Economic Development's Division 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 Section 165 of the State Finance Law, (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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. 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).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

December 2011

Certified by - on

Award Contract

GTSC Ignition Interlock Device Monitoring Program

Project No.

Grantee Name

II12-1031-D01

Oneida County

04/14/2014

APPENDIX B - Budget Summary by Participant

Oneida County - Version 1

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Ignition Interlock Device Pre-Sentence/Sentencing Orders Received per Appendix B-1	1	\$54,333.00	\$54,333.00	\$54,333.00	\$0.00
Justification: Reimbursement for IID orders received at rate of \$110.21 ea.per Appendix B-1 Performance Milestone and Costs						
Total				\$54,333.00	\$54,333.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$54,333.00	\$54,333.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$54,333.00	\$54,333.00	\$0.00

Award Contract**GTSC Ignition Interlock Device Monitoring Program****Project No.****Grantee Name**

II12-1031-D01

Oneida County

04/14/2014

APPENDIX D - Work Plan**Goal**

To enhance public safety by providing Ignition Interlock Device (IID) monitoring activities for DWI offenders (including Youthful Offenders) who have been sentenced pursuant to Chapter 496 of the Laws of 2009 or otherwise ordered by a court pursuant to Chapter 169 of the Laws of 2013 to install and maintain an ignition interlock device in advance of sentencing or at sentencing in any motor vehicle which they own or operate.

Objective #1

To provide Ignition Interlock Device monitoring activities in Oneida County for all DWI criminal offenders pursuant to Leandra's Law who have been: a) Sentenced to Probation or Conditional Discharge on or after October 1, 2013, and having conditions requiring the installation and maintenance of Ignition Interlock Devices in vehicles owned or operated by the offender or, b) Ordered by the Court to install and maintain an Ignition Interlock Device in advance of sentencing in relation to commission of a Leandra's Law crime which occurred on or after November 1, 2013.

Task #1 for Objective #1

Designated monitoring agencies in the county will coordinate with their local judiciary and district attorney's office to receive pre-sentence/sentencing orders from the criminal courts pertaining to DWI criminal offenders pursuant to Leandra's Law who have been ordered to install and maintain ignition interlock devices in advance of sentencing, or as a condition of their Probation or Conditional Discharge sentence, in any motor vehicles which they own or operate.

Performance Measure

The number of Probation and Conditional Discharge sentencing orders, and other judicial orders in advance of sentencing having IID related conditions received by the jurisdiction's IID monitor(s) from all criminal courts within Oneida County.

Task #2 for Objective #1

To coordinate the reimbursement for Ignition Interlock Device (IID) court orders received for designated monitoring agencies within Oneida County as follows: The grantee will complete the quarterly reporting form entitled COUNTY MONITORS REPORT OF IGNITION INTERLOCK DEVICE PRE-SENTENCE/ SENTENCING ORDERS RECEIVED AND INSTALLATION STATUS which should be submitted to DCJS in Microsoft excel spreadsheet format. This form will provide the DCJS Office of Probation and Correctional Alternatives (OPCA) with basic data as to the monitoring services provided and will also be the basis upon which reimbursement claims are made. Offenders should only be entered in one quarterly report - cases which receive monitoring services subsequent to that initial entry should NOT be entered on subsequent quarterly reports. Grantees will indicate on the report form as provided, whether the offender has been ordered to install the ignition interlock device in advance of sentencing or at sentencing. During the reporting period for each quarter of the contract year, Oneida County will submit the required fiscal paperwork including vouchers and supporting documentation to DCJS Finance Office and upon receiving reimbursement from DCJS distribute monies to the designated monitoring agency(ies), whichever is applicable. A case may only be claimed for reimbursement a single time when the installation of the IID is ordered by the court. If a case has been claimed in advance of sentencing, it cannot be again claimed following sentencing. Further, only the jurisdiction where installation of the IID is ordered in advance of sentencing or at sentence may claim reimbursement. Subsequent intrastate transfer of the IID case does not qualify the receiving jurisdiction to claim reimbursement.

Performance Measure

1 The number of cases submitted for reimbursement according to the procedures outlined in Task #2 above.

Task #3 for Objective #1

All operators court ordered to have an ignition interlock device installed pursuant to Leandra's Law and/or its amendments shall be registered in the New York State (NYS) Department of Motor Vehicles (DMV) License Event Notification System (LENS), or comparable system for the duration of the period of Probation, Conditional Discharge, or the pre-sentence Ignition Interlock order, where the probation department or other monitoring agency is permitted access to LENS.

Performance Measure

The number of vehicle operators court ordered to have an ignition interlock device installed pursuant to such 1 aforementioned laws who are registered in NYS DMV LENS, or comparable system by the applicable monitor each quarter.

Task #4 for Objective #1

For all operators ordered to install an IID pursuant to such aforementioned laws, but who have not had such devices installed because of operator's claim that they do not own or operate any vehicle(s), the applicable monitor will make inquiries to NYS DMV at least once per quarter to ensure that no vehicles are registered or titled to such person.

Performance Measure

The number of operators ordered to install an IID pursuant to such aforementioned laws who have not had 1 such devices installed, regarding whom the applicable monitor has made inquiries to the NYS DMV to ensure that no vehicles are registered or titled to such person during each quarter.

Task #5 for Objective #1

For vehicles found registered or titled to those operators ordered to install an IID pursuant to such aforementioned laws, but who have not had such device installed because of operator's claim that they do not own or operate any vehicle(s), the applicable monitor will notify the court and district attorney forthwith and consider instituting violation actions where appropriate.

Performance Measure

The number of notifications made by the applicable monitor to courts and district attorneys regarding those 1 operators with vehicles found registered or titled to them but who have not had an IID installed because of the operator's claim that they do not own or operate any vehicle(s).

Award Contract**GTSC Ignition Interlock Device Monitoring Program****Project No.****Grantee Name**

1112-1031-D01

Oneida County

04/14/2014

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.

APPENDIX D - Special Conditions**OPCA Special Conditions**

Notwithstanding any other provisions of the AGREEMENT, the following Special Conditions are incorporated into the AGREEMENT between the parties as though set forth in its entirety therein and shall, with the exception of the provision of Appendix A, STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS, be controlling.

A not for profit organization operating on a multi-year contract may, at the sole discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u.

For performance based contracts, Appendix B 1, Program Performance Milestones and Costs, is included herein via the GMS Attachment Module, and is incorporated into the AGREEMENT.

A. PROGRAM SERVICES

1. The CONTRACTOR agrees to promptly notify the STATE of any critical incidents involving the respective PROGRAM, its clients/participants or staff, as well as negative media reports, as required by the STATE.
2. The CONTRACTOR shall provide, on STATE supplied case monitoring forms, client/participant specific data as called for and delineated within those forms. Identification of client/participant names and disclosure of other PROGRAM records to the STATE shall be pertinent to performance under this AGREEMENT.

B. TERMINATION

1. The STATE shall have the right to terminate this AGREEMENT early for: (i) unavailability of funds; (ii) cause; (iii) without cause; or (iv) upon mutual consent.
2. The STATE may terminate this AGREEMENT if federal/state appropriation authorizations lapse and are not renewed, continued or reenacted or if funds are no longer made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this AGREEMENT shall remain in effect for the duration of such encumbrances or availabilities unless this AGREEMENT is otherwise terminated by the STATE. Although the liquidity of encumbrances or availability of funds may be affected by budgetary hiatuses, a STATE budgetary hiatus will not by itself be construed to lapse this AGREEMENT, provided any necessary STATE appropriations or other funding authorizations therefore are eventually enacted.
3. The STATE may terminate the AGREEMENT immediately for cause upon written notice of termination to the CONTRACTOR: (i) if the STATE determines that the CONTRACTOR and/or any other identified SERVICE PROVIDER(S) fails to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT, including but not limited for reason of vendor responsibility or failure to accurately disclose or (ii) upon a disapproved Service Plan.

4. The STATE reserves the right to terminate this AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law §139 k was intentionally false or intentionally incomplete. Upon such finding, the STATE may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.

5. The STATE may only invoke its right to terminate without cause provided the STATE has given 90 days or more written notice to the CONTRACTOR, except with respect to contractual language contained herein that gives the STATE the general right to terminate at any time.

6. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR or by the DIVISION serving thirty (30) calendar days written notice upon the other party, as specified by the STATE.

C. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY

1. The CONTRACTOR agrees that all records on this PROGRAM shall be safeguarded and not be open to indiscriminate public review. Towards this end, the CONTRACTOR shall establish written policies and procedures as to maintenance, security, retention and disposition of such records. The CONTRACTOR shall agree to maintain complete confidentiality of all information concerning applicants, employees, PROGRAM clients/participants, and their families which it may obtain during the course of performing the services of this AGREEMENT unless required in the performance of this AGREEMENT or otherwise authorized by law. Except as authorized by law and for audit purposes as noted above and for provision of PROGRAM services, the CONTRACTOR will not release any of said information, including names and addresses, without prior written permission from the STATE. Records retention and disposition shall be in accordance with this AGREEMENT and any applicable Federal or State laws, rules or regulations. The STATE shall have access to all CONTRACTOR records relating to the PROGRAM. Information relating to individuals who may receive services pursuant to this CONTRACTOR shall be maintained and safeguarded in conformity with the applicable provisions of laws, regulations and policies and directives of the STATE.

2. The CONTRACTOR specifically agrees to comply with New York State's INFORMATION SECURITY BREACH AND NOTIFICATION ACT as set forth in State Technology Law Section 208 and General Business Law Section 899 aa. The CONTRACTOR shall promptly notify the STATE where there is reasonable belief of breach of security, unauthorized access or unauthorized release of personal computer data containing personal information and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with such Act. 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.

D. FUNDING

1. For performance based CONTRACTS, the CONTRACTOR shall promptly provide written notice to the STATE, via a separate letter, of special circumstances experienced by the PROGRAM in achieving its milestones and outcomes. Notwithstanding any fiscal provisions relative to reimbursement for milestones and outcomes, the CONTRACTOR may request written approval of the STATE to adjust a milestone and/or outcome to compensate for over achievement of PROGRAM participants. The reimbursement will be at the agreed upon participant cost for the milestone and/or outcome and in no event exceed the total maximum costs delineated in Appendix B or B1, where applicable.

2. Reimbursement to the CONTRACTOR will be made after the CONTRACTOR submits vouchers and supporting documents as established by the STATE and the CONTRACTOR is otherwise adhering to the AGREEMENT, including submission of necessary reporting documentation in a timely manner. Programmatic data shall be completed and submitted in accordance with timeframes and procedures established by the STATE. Failure to timely report may result in termination of contractual services. The CONTRACTOR agrees to provide detailed fiscal and other programmatic information in keeping with STATE instructions.

In addition to the four (4) progress reports referenced in Appendix A-1 which are required, for purposes of this grant award, the CONTRACTOR shall also submit quarterly reports and PROGRAM data involving receiving logs on the form: COUNTY MONITORS REPORT OF IGNITION INTERLOCK DEVICE SENTENCING ORDERS

RECEIVED AND INSTALLATION STATUS. This form must be sent to OPCA at dcjsopcaiidreports@dcjs.ny.gov as follows:

October 1st through December 31st is DUE January 30th
January 1st through March 31st is DUE April 30th
April 1st through June 30th is DUE July 30th
July 1st through September 30th is DUE October 30th

Funds will be reimbursed to the CONTRACTOR within 30 days of receipt of the claim if the claim and supporting documentation are in order and the CONTRACTOR is otherwise adhering to the terms and conditions of the AGREEMENT.

3. A not for profit organization operating on a multi-year contract may, at the sole discretion of the STATE, be issued a fifth quarter advance against the succeeding year's appropriation, pursuant to State Finance Law, Section 179 u.

4. Vouchers and supporting documentation should be sent to:

NYS Division of Criminal Justice Services
Office of Finance
Alfred E. Smith Building
80 S. Swan Street
Albany, NY 12210

5. Reconciliation shall be based upon services provided by the CONTRACTOR and payments made by the STATE consistent with the terms of this AGREEMENT and may occur at any time during the AGREEMENT and shall occur upon termination of the AGREEMENT. The CONTRACTOR shall refund any overpayments made pursuant to this AGREEMENT within ninety (90) calendar days of written notification by the STATE unless written approval is obtained by the STATE.

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5. The STATE may only invoke its right to terminate without cause provided the STATE has given 90 days or more written notice to the CONTRACTOR, except with respect to contractual language contained herein that gives the STATE the general right to terminate at any time.

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to compensate for over achievement of PROGRAM participants. The reimbursement will be at the agreed upon participant cost for the milestone and/or outcome and in no event exceed the total maximum costs delineated in Appendix B or B1, where applicable.

2. Reimbursement to the CONTRACTOR will be made after the CONTRACTOR submits vouchers and supporting documents as established by the STATE and the CONTRACTOR is otherwise adhering to the AGREEMENT, including submission of necessary reporting documentation in a timely manner. Programmatic data shall be completed and submitted in accordance with timeframes and procedures established by the STATE. Failure to timely report may result in termination of contractual services. The CONTRACTOR agrees to provide detailed fiscal and other programmatic information in keeping with STATE instructions.

Program progress reports and vouchers with fiscal documentation will be due on the last day of the month following the end of each calendar quarter. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

In addition to the four (4) progress reports referenced in Appendix A-1 which are required, for purposes of this grant award, the CONTRACTOR shall also submit quarterly reports and PROGRAM data involving receiving logs on the form: COUNTY MONITORS REPORT OF IGNITION INTERLOCK DEVICE SENTENCING ORDERS RECEIVED AND INSTALLATION STATUS. This form must be sent to OPCA at dcjsopcaidreports@dcjs.ny.gov as follows:

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Award Contract**GTSC Ignition Interlock Device Monitoring Program****Project No.****Grantee Name**

II12-1031-D01

Oneida County

04/14/2014

Amendment created on - 12/18/2013
Prior Contract Terms
Contract Start Date - 10/01/2012
Contract End Date - 09/30/2013
Contract Amount - \$54,333.00

APPENDIX X
AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01490

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Criminal Justice Services (DCJS), and represents an amendment to the grant contract executed between DCJS and the Grantee Agency indicated in the GMS Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DCJS and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DCJS and the Grantee Agency.

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>.

Certified by - on

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY



DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

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



May 7, 2014

FN 20 14180

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

GOVERNMENT OPERATIONS

WAYS & MEANS

Dear Mr. Picente:

Enclosed, please find a proposed resolution regarding the semi-annual report on Mortgage Tax Receipts.

Please submit this to the Board of Legislators for their full approval on June 11th.

Thank you.

Very truly yours,

Anthony Carvelli
Commissioner of Finance

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

Anthony J. Picente, Jr.
County Executive

AC/bad

Date 5/8/14

Enclosure

cc: Mikale Billard, Clerk of the Board

MORTGAGE TAX RECEIPTS AND DISTRIBUTION
FOR THE PERIOD ENDING MARCH 2014

WHEREAS: The Oneida County Clerk and the Commissioner of Finance
Have prepared and submitted to the Board of County Legislators their
joint Semi-annual report on the Mortgage Tax Receipts, and:

WHEREAS: This report shows the credit statement to the sum of \$1,080,006.92 to be
Distributed to the various towns, cities and villages pursuant to
Section 261 of the Tax Law, now therefore, be it hereby

RESOLVED: That the Oneida County Commissioner of Finance be, and hereby is
Authorized and directed to remit payments in the amount shown in
Said semi-annual report on the Mortgage Tax Receipts.

APPROVED:

NEW YORK STATE MORTGAGE TAX SEMI-ANNUAL REPORT

COUNTY OF Oneida FOR THE PERIOD OF October 2013 THROUGH March 2014
 CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11



TAX RATE: 0.9039983810

Months	BASIC TAX DISTRIBUTED						ALL OTHER TAXES DISTRIBUTED					
	1 Basic Tax Collected	2 Interest Received by Recording Officer	3 Recording Officer's Expense	4 Refunds or Adjustments	5 Amount Paid Treasurer (Col 1 + Col 2 - Col 3 - Col 4)	6 Interest Received by Treasurer	7 Treasurers Expense	8 Tax Districts Share (Col 5 + Col 6 - Col 7)	9 Local Tax	10 Additional Tax CNY	11 Special Assistance Fund	12 Special Additional Tax SONYMA
Oct	274,107.83	44.70	19,484.58	0.00	254,667.95	0.00	254,667.95	0.00	113,908.52		93,940.04	
Nov	245,525.00	30.90	19,539.33	0.00	196,016.57	0.00	196,016.57	0.00	88,719.95		70,262.43	
Dec	235,651.42	40.71	17,429.48	-193.50	218,069.15	0.00	218,069.15	0.00	140,923.51		83,853.52	
Jan	161,958.52	9.83	19,472.25	-1,860.43	140,635.67	0.00	140,635.67	0.00	64,031.73		51,474.51	
Feb	142,125.00	14.60	19,470.12	0.00	122,669.48	0.00	122,669.48	0.00	55,502.06		44,780.73	
Mar	167,386.22	9.12	19,447.24	0.00	147,948.10	0.00	147,948.10	0.00	67,253.31		54,087.36	
Apr												
May												
Jun												
Jul												
Aug												
Sep												
Totals	1,196,753.99	149.86	114,843.00	-2,053.93	1,080,006.92	0.00	1,080,006.92	0.00	530,339.08		398,398.59	

[Signature]
 Recording Officer
[Signature]
 Treasurer

Distribution Statement
(Columns 1 through 5) The "taxes collected" shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and correct errors are recorded in column 3 and 4, respectively. Authority for these additions and deductions is given by the orders of the Taxation Department noted on the bottom of this part.

PART II

Credit Statement
(Column 6) This column is the net amount due to each tax district for which the Board of Supervisors shall issue its warrant or warrants.

	2	3	4	5	6
	Taxes Collected	*Additions	*Deductions	Taxes Adj. Corr	Amount Due Tax District
MUNICIPALITY					
ANNSVILLE	9,506.00	0.00	0.00	9,506.00	8,593.41
AUGUSTA	10,436.95	0.00	0.00	10,436.95	9,434.99
AVA	3,623.74	0.00	0.00	3,623.74	3,275.86
BOONVILLE	19,583.00	0.00	-489.13	19,093.87	17,260.83
BRIDGEWATER	4,170.50	0.00	0.00	4,170.50	3,770.13
CAMDEN	25,291.50	0.00	0.00	25,291.50	22,863.48
DEERFIELD	25,890.00	0.00	0.00	25,890.00	23,404.52
FLORENCE	4,218.50	0.00	0.00	4,218.50	3,813.52
FLOYD	15,671.00	0.00	0.00	15,671.00	14,166.56
FORESTPORT	12,070.00	0.00	0.00	12,070.00	10,911.26
KIRKLAND	107,893.58	0.00	0.00	107,893.58	97,535.62
LEE	26,007.50	0.00	0.00	26,007.50	23,510.74
MARCY	41,694.50	0.00	0.00	41,694.50	37,691.76
MARSHALL	8,887.50	0.00	0.00	8,887.50	8,034.29
NEW HARTFORD	189,641.50	0.00	0.00	189,641.50	171,435.61
PARIS	28,093.00	0.00	0.00	28,093.00	25,396.03
REMSEN	10,815.50	0.00	0.00	10,815.50	9,777.19
ROME	112,787.39	0.00	0.00	112,787.39	101,959.62
SANGERFIELD	10,297.00	0.00	0.00	10,297.00	9,308.47
STEUBEN	2,388.00	0.00	0.00	2,388.00	2,158.75
TRENTON	40,024.00	0.00	0.00	40,024.00	36,181.63
UTICA	190,868.50	0.00	0.00	190,868.50	172,544.81
VERNON	47,063.50	0.00	0.00	47,063.50	42,545.33
VERONA	42,916.00	0.00	-387.00	42,529.00	38,446.15
VIENNA	32,915.50	0.00	0.00	32,915.50	29,755.56
WESTERN	12,542.50	0.00	0.00	12,542.50	11,338.40
WESTMORELAND	37,978.00	0.00	0.00	37,978.00	34,332.05
WHITESTOWN	123,479.33	0.00	-1,177.80	122,301.53	110,560.39
Total Tax Districts 28	1,196,753.99	0.00	-2,053.93	1,194,700.06	1,080,006.92

*See refund, adjustment and special adjustment orders of Commissioner of Taxation and Finance, case numbers



New York State Department of
TAXATION and FINANCE
Audit Division
Transaction Desk Audit Bureau
Real Estate Transfer Tax / Mortgage Tax Section
W.A. Harriman Campus, Albany, New York 12227

May 6, 2014

Ms. Sandra J DePerno
Oneida County Clerk
800 Park Avenue
Utica, NY 13501

Re: Semi-Annual Report for the period October 2013 through March 2014.

Dear Ms. DePerno:

Your joint Semi-Annual Report, NY Form AU-202, which we received on May 6, 2014, is approved. The net amount of \$1,080,006.92 due to the respective tax districts is recognized. The report may be submitted to your County Legislative Body for their action, pursuant to Section 261 of the Tax Law.

Sincerely yours,

A handwritten signature in cursive script that reads 'Joseph Mayer'.

Joseph Mayer
Excise Tax Technician 2
(518) 862-6074

ANTHONY R. CARVELLI
COMMISSIONER



ONEIDA COUNTY

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

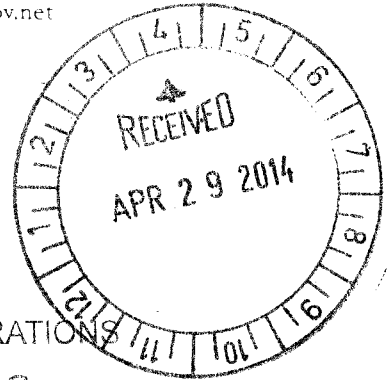
DEPARTMENT OF FINANCE

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

April 28, 2014

FN 20

14 181



GOVERNMENT OPERATIONS
WAYS & MEANS

Mr. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave.
Utica, N.Y. 13501

Dear Mr. Picente:

Pursuant with Title 3 of Article 5 of the Real Property Tax Law, the enclosed petitions are submitted with the recommendations as cited.

Please forward said petitions to the Oneida County Board of Legislators for their consideration.

<u>NUMBER</u>		<u>AMOUNT</u>
18	REFUNDS	\$ 4,883.04
15	CORRECTIONS	\$21,321.15

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC:kp
Enclosure

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

Anthony J. Picente, Jr.
County Executive

Date 4-29-14

		ERREOREOUS ASSESSMENTS										
MUNICIPALITY	YEAR	NAME	TAX MAP NUMBERS	TAX UNPAID	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"			
Augusta	2013	Henry Stoltzfus	2289 361.000-1-10.60 OO			\$ 2,247.36	\$ 1,123.69	\$ 1,123.67	\$ -			
Augusta	2014	Henry Stoltzfus	2289 361.000-1-10.60 OO			\$ 2,215.60	\$ 1,107.79	\$ 1,107.81	\$ -			
Augusta	2012	Stephen & Jacqueline Roys	2289 371.000-1-5.1 NV			\$ 1,800.30	\$ 263.91	\$ 1,536.39	\$ -			
Augusta	2013	Stephen & Jacqueline Roys	2289 371.000-1-5.1 NV			\$ 1,668.01	\$ 244.96	\$ 1,423.05	\$ -			
Augusta	2014	Charles Peck	2289 372.000-1-32.6 SH			\$ 344.88	\$ 146.30	\$ 198.58	\$ -			
Augusta	2013	Charles Peck	2289 372.000-1-32.6 SH			\$ 349.82	\$ 148.40	\$ 201.42	\$ -			
Augusta	2013	Raymond & Vicky Diana	2289 381.000-1-39.5 WN			\$ 1,765.36	\$ 88.60	\$ 1,676.76	\$ -			
Lee	2012	Robert J. Jr. & Sandra Russell	4200 171.004-1-52 ME			\$ 735.48	\$ 77.47	\$ 658.01	\$ -			
Lee	2013	Robert J. Jr. & Sandra Russell	4200 171.004-1-52 ME			\$ 769.71	\$ 81.67	\$ 688.04	\$ -			
Lee	2014	Robert J. Jr. & Sandra Russell	4200 171.004-1-52 ME			\$ 775.54	\$ 82.41	\$ 693.13	\$ -			
Lee	2014	Josephine Casadei	4200 186.001-1-50 LJ			\$ 638.16	\$ 64.31	\$ 573.85	\$ -			
New Hartford	2012	M & S Management Realty Corp.	4889 328.000-2-35 RS			\$ 1,055.77	\$ 60.90	\$ 994.87	\$ -			
New Hartford	2013	M & S Management Realty Corp.	4889 328.000-2-35 RS			\$ 1,050.10	\$ 60.59	\$ 989.51	\$ -			
New Hartford	2014	M & S Management Realty Corp.	4889 328.000-2-35 RS			\$ 1,021.40	\$ 58.91	\$ 962.49	\$ -			
Sangerfield	2014	Edwin: Camp	5489 391.000-1-28.1 SR			\$ 1,509.04	\$ 36.15	\$ 1,472.89	\$ -			
Vienna	2014	Philip & Mary Isom	6489 236.011-2-2 NH			\$ 1,300.14	\$ 479.28	\$ 820.86	\$ -			
Vienna	2013	Philip & Mary Isom	6489 236.011-2-2 NH			\$ 1,251.33	\$ 449.79	\$ 801.54	\$ -			
Vienna	2012	Philip & Mary Isom	6489 236.011-2-2 NH			\$ 2,168.61	\$ 307.91	\$ 1,860.70	\$ -			
Utica	2013	New York State D.O.T.	1600 318.41-1-46 QC	\$ 558.93	\$ 558.93			\$ -	\$ -			
Utica	2013	New York State D.O.T.	1600 318.41-1-47 QV	\$ 339.22	\$ 339.22			\$ -	\$ -			
Camden	2011	Ronald E. & Rebecca J. Chase	3089 126.000-1-33 NB	\$ 1,793.63	\$ 1,330.75			\$ 462.88	\$ -			
Camden	2012	Ronald E. & Rebecca J. Chase	3089 126.000-1-33 NB	\$ 1,814.71	\$ 1,319.49			\$ 495.22	\$ -			
Camden	2013	Ronald E. & Rebecca J. Chase	3089 126.000-1-33 NB	\$ 1,555.96	\$ 1,142.93			\$ 413.03	\$ -			
Kirkland	2014	Janice Hogan	4089 327.003-1-42 PK	\$ 3,793.64	\$ 2,664.35			\$ 1,129.29	\$ -			
Kirkland	2014	John Paulson	4089 347.001-1-51.1 PX	\$ 18,998.69	\$ 772.51			\$ 18,226.18	\$ -			
Kirkland	2014	John Paulson	4089 347.001-1-51.2 QT	\$ 8,134.04	\$ 8,134.04			\$ -	\$ -			
Kirkland	2014	John Paulson	4089 347.001-1-51.3 RP	\$ 10,083.36	\$ 438.04			\$ 9,645.32	\$ -			
Remsen	2014	Walter & Andrea L. Kaczor	5289 121.000-1-18 OD	\$ 2,884.79	\$ 218.55			\$ 2,666.24	\$ -			
Steuben	2014	Horvath Zoltan	5600 140.000-2-7.4 NZ	\$ 852.87	\$ 852.87			\$ -	\$ -			
Vienna	2014	John & Bonnie S. Wines	6489 214.000-1-16 OC	\$ 3,040.19	\$ 1,751.71			\$ 1,288.48	\$ -			
Vienna	2014	Preston M. Piper	6489 217.000-1-25 PC	\$ 1,649.53	\$ 920.62			\$ 728.91	\$ -			
Vienna	2014	Floyd A. Whitney, Jr.	6489 217.014-1-12.3 RA	\$ 902.97	\$ 746.52			\$ 156.45	\$ -			
Vienna	2014	New York State	6489 234.007-2-11 OX	\$ 130.62	\$ 130.62			\$ -	\$ -			
				\$ 21,321.15	\$ 21,321.15		\$ 4,883.04					

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER



DIVISIONS:
BUILDINGS & GROUNDS
ENGINEERING
HIGHWAYS, BRIDGES & STRUCTURES
REFORESTATION

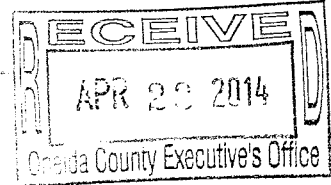
6000 Airport Road, Oriskany, New York 13424
Phone: (315) 793-6213 Fax: (315) 768-6299

April 17, 2014

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

FN 20 14-182
PUBLIC WORKS

WAYS & MEANS



Dear County Executive Picente,

On April 2, 2014 a 2007 Jeep Liberty assigned to the Division of Engineering was involved in a motor vehicle accident and declared a total loss. The number and condition of pool vehicles currently available is insufficient to support critical operations.

The 2014 budget for account A1620.295 is \$30,000.00. This budget was intended to replace a forklift at the County Office Building. With limited use and additional maintenance the existing forklift can be operated for one more year.

Therefore, I respectfully request a fund transfer of \$26,000.00 from A1620.295 to A1620.251 for the purpose of purchasing one (1) new pool vehicle.

Thank you for your support.

Sincerely,

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 4-22-14

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

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

March 24, 2014

FN 20 14-183

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

PUBLIC WORKS

WAYS & MEANS

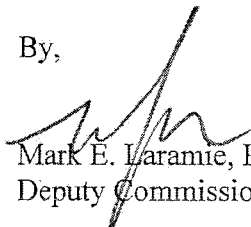
Dear County Executive Picente,

Oneida County leases approximately 15,000 square feet of office space from ADRON, Inc. at 182 Genesee Street, Utica, NY for the Oneida County Health Department. The original lease agreement expired September 30, 2013. Oneida County does not own suitable office space for the Oneida County Health Department therefore a new lease agreement is recommended.

Please consider the enclosed lease agreement for the above mentioned office space. All terms and conditions, including rent, are identical to those in the original lease agreement and subsequent amendments. If acceptable, please forward to the Oneida County Board of Legislators for further consideration.

Thank you for your continued support.

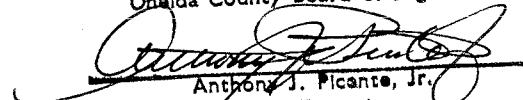
By,


Mark E. Laramie, PE
Deputy Commissioner

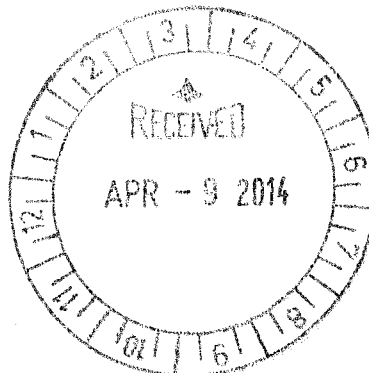
For,

Dennis S. Davis
Commissioner

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


Anthony J. Picente, Jr.
County Executive
Date 4/9/14

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



ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: ADRON BLDG, LLC
185 Genesee St.
Utica, NY 13501

Title of Activity or Service: Property Lease

Proposed Dates of Operation: 10/1/13 – 9/31/17

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Oneida County currently leases approximately 15,000 square feet of office space at 185 Genesee St., Utica, for the Oneida County Health Department. The current lease expired October 31, 2013. Oneida County does not own office space suitable for the Oneida County Health Department. Therefore, a new lease with a four (4) year term and three (3) one year renewal options is recommended.

Rent (4 year term): \$9.27/s.f. x 15,000s.f. = 139,050.00/year x 4 years = \$556,200.00

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$556,200.00 Account #: A4010.417

Oneida County Dept. Funding Recommendation: \$556,200.00

**Proposed Funding Sources (Federal \$/ State \$/County \$): \$355,968.00 (County – 64%)
\$200,232.00 (State – 36%)**

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

LEASE AGREEMENT

This Lease Agreement dated ____ day of _____, 2013, made by and between the ADRON BUILDING, LLC, a limited liability corporation organized and existing under the laws of the State of New York, with offices located at 185 Genesee Street, Utica, New York, 13501 ("Landlord") and the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with office located at 800 Park Avenue, Utica, New York, 13501 ("Tenant")

WITNESSETH

Landlord and Tenant, for the consideration herein stated, hereby covenant and agree as follows:

ARTICLE 1.00 DEMISE AND PREMISES

Section 1.01 Demise. Landlord leases to Tenant and Tenant leases from Landlord a total of 15,000 usable square feet of space (9,500 sq. ft. on the 5th floor and 5,500 sq. ft. on the 4th floor) ("Premises") located in the building known and numbered as 185 Genesee Street, Utica, New York ("Building"), together with all facilities and common areas which serve the Building, including parking areas serving the Building, and together with all appurtenances, rights, privileges and easements in or pertaining to the Building, including such entrance ways, driveways and hallways as may exist in and about the Building.

ARTICLE 2.00 LEASE TERM/OPTION TERM/USE

Section 2.01 Term. The initial term of this Lease Agreement ("Original Term") shall commence on October 1, 2013 ("Commencement Date") The Original Term shall expire, unless sooner terminated or extended, four (4) years from the Commencement Date. ("Expiration Date").

Section 2.02 Option Terms. Landlord grants to the Tenant an Option to Renew this Lease Agreement for a term of three (3) one (1) year terms commencing on October 1, 2017, upon the same terms and conditions as provided in this Lease Agreement. Tenant must give the Landlord written notice of its intention to renew at least one hundred eighty (180) days prior to the expiration of the Original Term of this Lease Agreement.

Section 2.03 Use of Premises. The Premises may be occupied and used by Tenant for the purpose of conducting therein the business of various departments of County government and all other incidental and accessory activities, including offices.

ARTICLE 3.00 RENT

Section 3.01 Rent. Tenant shall pay to the Landlord annual rent ("Rent") at the blended rate of Nine and 27/100 Dollars (\$9.27) per square foot for a total annual rent of One Hundred Thirty Nine Thousand Fifty and 00/100 (\$139,050.00) Dollars, payable in equal monthly installments, in advance, on the first day of each calendar month during the Term in the amount of Eleven Thousand Five Hundred Eighty Seven and 50/100 (\$11,587.50) Dollars.

Section 3.02 Rent upon Renewal. If Tenant exercises its option to renew the lease in accordance with Paragraph 2.02, then the rent beginning on October 1, 2017, shall include an increase of three (3%) from the rent specified in Section 3.01. This rent shall only increase on October 1, 2017, and remain the same

for the remainder of the renewal periods and options, even if Tenant desires to exercise all of its options under Paragraph 2.02

ARTICLE 4.00 TAXES

Section 4.01 Taxes. Landlord shall pay when due all Taxes (hereinafter defined) relating to the Building, the parking areas serving the Building and the real property upon which the Building is located. "Taxes" shall mean all real estate taxes and assessments, special or otherwise, levied or assessed upon the Building, the parking areas serving the Building and the real property upon which the Building is located.

ARTICLE 5.00 INTENTIONALLY OMITTED.

ARTICLE 6.00 UTILITIES AND JANITORIAL

Section 6.01 Utilities and Janitorial. Tenant, at Tenant's expense, shall contract for and provide janitorial services, including waste removal, for the Premises. Landlord shall provide access to the Premises for the performance of such janitorial services. Landlord, at its expense, shall pay the appropriate utility company before delinquency, all costs relating to the consumption of utilities by the Tenant on the Premises, including gas, electric and water.

Section 6.02 Tenant's responsibility. Tenant shall be responsible for the installation and maintenance of all necessary telephone, data and cable services to the Premises. Landlord shall make space available at appropriate locations within or on the Building for the installation of land-line or wireless connections for such telephone, data and cable services. Landlord shall be responsible only for providing, terminating and certifying CAT 6 cabling which forms the infrastructure for the Tenant's installation of telephone, data and cable services.

ARTICLE 7.00 LANDLORD'S REPAIR, MAINTENANCE AND SERVICE OBLIGATIONS

Section 7.01 Landlord's Obligations. Landlord, at its expense, shall maintain, clean, repair, replace and restore the exterior portions of the Premises and the Building, the common areas of the Building, the parking areas serving the Building, the real property on which the Building is located and the interior structural portions of the Premises, including, but not limited to the interior and exterior structural components of the Building (whether above or below ground level), the mechanical systems serving the Building and Premises (including the heating system, ventilating system, air conditioning system, plumbing system and electrical system), the foundation, the curbing, the sidewalks, the stairs, the walls, the elevators, the windows, the doors, the fixtures, the appurtenances, the equipment and the roof of the Building. If damage to the Premises is occasioned by the negligent or willful acts or omissions of the Tenant, Tenant's agents, employees or invitees, or failure of the Tenant to perform or comply with any terms, conditions or covenants of this Lease Agreement, then the damage shall be repaired by Landlord at Tenant's expense to the extent that the Landlord shall not have been reimbursed for such damage by insurance.

Section 7.02 Services. Landlord shall provide such heat, ventilating and air conditioning as is necessary for the normal operation of Tenant's business and shall use its best efforts to remedy diligently any interruption, failure or delay in the furnishing of these services to Tenant which Landlord is obligated to repair, restore, replace or maintain pursuant to Section 7.01 hereof.

Section 7.03 Miscellaneous Services. Landlord shall reserve for Tenant's exclusive use seventy five (75) parking spaces in the parking garage formerly known as the "Boston Store Parking Garage". Additionally, Landlord shall provide three (3) dedicated parking spaces in the Landlord parking lot immediately to the rear of the Building. Landlord shall provide window cleaning services quarterly. Landlord shall provide reasonable weekend and nighttime access to the Building as required by Tenant.

ARTICLE 8.00 ALTERATIONS

Section 8.01 Alterations. Except as set forth herein, Tenant shall not make or contract to be made any structural alterations (including signage), additions or improvements (collectively "Alterations") to the Premises, or any part of the Premises, without first obtaining Landlord's written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant may make any and all non-structural alterations to the Premises without the consent of the Landlord. All Alterations shall, except as set forth otherwise in this Lease Agreement, become the property of the Landlord at the expiration or termination of the Term herein.

ARTICLE 9.00 END OF TERM

Section 9.01 End of Term. Upon the expiration or earlier termination of the Term:

- (a) Tenant shall promptly quit and surrender the Premises broom clean, in good order and repair, ordinary wear and tear and damage by fire or other casualty excepted.
- (b) Tenant may remove any County equipment, personal property and trade fixtures provided that Tenant repairs any damage to the Premises caused by such removal.
- (d) All Alterations, equipment, personal property and trade fixtures not so removed by the Tenant within thirty (30) days of the expiration or earlier termination of the Term herein shall become part of the Building and shall be deemed to be abandoned by the Tenant.

ARTICLE 10.00 MECHANIC'S LIENS

Section 10.01 Mechanic's Liens. Tenant shall pay or cause to be paid all costs and charges for work done by Tenant or caused to be done by Tenant in or to the Premises, and for all materials furnished for or in connection with such work. If any lien is filed against the Premises, or any part of the Building, Tenant shall cause such lien to be discharged of record, by bond, payment of money into court or otherwise, within thirty (30) days of Tenant's receipt of notice of the filing of the notice of lien for same.

Section 10.02 Limitation of Liability. Notwithstanding anything in this Lease Agreement to the contrary, in the event that the Landlord, or contractors employed by the Landlord, shall perform work at or upon the Premises, the payment of which is the Tenant's responsibility under this Lease, upon payment of the Landlord's statement therefor, Tenant shall be relieved of all liability to Landlord pursuant to this Article 10.00.

ARTICLE 11.00 INSURANCE/WAIVER OF SUBROGATION

Section 11.01 Landlord's Insurance.

(a) Landlord shall maintain property (casualty) insurance on the Building for the full replacement value (without deducting depreciation) thereof, which policy shall insure against loss or damage by perils customarily included under standard "all-risk" policies, and

(b) Landlord shall maintain for the mutual benefit of Landlord and Tenant, as their interests may appear, comprehensive general liability insurance against claims for death, personal injury and property damage, occurring upon, in or about the common areas of the Building. Such insurance shall name Tenant as an additional insured and shall be carried in a minimum amount of not less than One Million (\$1,000,000.) Dollars for bodily injury or death to any one person or any number of persons in any one occurrence and not less than Five Hundred Thousand (\$500,000.) Dollars for property damage in any one occurrence.

Section 11.02 Tenant's Insurance. Tenant shall maintain for the mutual benefit of the Landlord and Tenant, as their interests may appear, comprehensive general liability insurance against claims for death, personal injury or property damage occurring upon, in or about the Premises. Such insurance shall name the Landlord as an additional insured and shall be carried in the minimum amount of not less than One Million (\$1,000,000.) Dollars for bodily injury or death to any one person or any number of persons in any one occurrence and not less than Five Hundred Thousand (\$500,000.) Dollars for property damage in any one occurrence. Certificates of insurance or self-insurance shall be furnished to the landlord before the Commencement Date.

Section 11.03 Waiver of Subrogation.

(a) Each party (the "damaged party") hereby releases the other party (the "other party") from any liability to the damaged party arising out of any casualty or other loss included within a standard all-risk insurance policy even if such damage is the result of the fault or negligence of the other party; provided, however, that if the damage is covered by an insurance policy actually maintained by the damaged party and the release provided by this sentence would invalidate or be in conflict with such policy and such policy was purchased by the damaged party in compliance with the requirements of subparagraph (b) below, then such release shall not apply to the damage covered by such policy.

(b) No party (the "procuring party") shall obtain or accept any insurance policy or coverage which would be invalidated by or would conflict with the release provided for in subparagraph (a) above (a "policy with waiver") unless a policy which would not be so invalidated and would not conflict with such release (a "policy without waiver")

(1) is unobtainable and the procuring party has so notified the other party, or (b) No party (the "procuring party") shall obtain or accept any insurance policy or coverage which would be invalidated by or would conflict with the release provided for in subparagraph (a) above (a "policy with waiver") unless a policy which would not be so invalidated and would not conflict with such release (a "policy without waiver")

(2) is obtainable but only at a premium in excess of that payable for a policy with waiver and the procuring party has so notified the other party (including in its notice a statement of the amount of the additional premium) and the other party within thirty (30) days of receipt of such notice fails to offer to pay the difference for such additional premium.

ARTICLE 12.00 INDEMNIFICATION

Section 12.01 Reciprocal Indemnification. Each party hereto (an "indemnifying party") shall indemnify and hold harmless the other and the other's partners, directors, officers, agents and employees from and against any claims for death, personal injury or property damage arising out of acts, omissions or negligence of the indemnifying party. This indemnification shall include all costs, expenses and liabilities incurred in connection with any such claim, including, but not limited to, reasonable attorney's fees (to and through appellate proceedings).

ARTICLE 13.00 DAMAGE AND DESTRUCTION

Section 13.01 Damage and Destruction. If the Premises or the Building are damaged by fire or other casualty, Landlord shall promptly give Tenant written notice of the time which will be needed to repair such damage, as determined by Landlord in its reasonable discretion.

(a) If the Premises or the Building are damaged by fire or other casualty to an extent which may be repaired within one hundred twenty (120) days after the date of the damage, as reasonably determined by the Landlord, Landlord shall repair the damage within the one hundred twenty (120) day period. In that event, this Lease Agreement shall continue in full force and effect except that the Rent shall be abated on a pro rata basis, from the date of the damage until the date of the completion of such repairs, based on the rentable area of the Premises the Tenant is deprived of using.

(b) If the Premises or the Building are damaged by fire or other casualty to an extent which may not be repaired within one hundred twenty (120) days after the damage, as reasonably determined by the Landlord, then either Landlord or Tenant may cancel this Lease Agreement as of the date of such damage by written notice to the other.

(c) If Landlord shall not have completed the repair of the Premises within the period provided for herein, Tenant shall have the right to cancel this Lease Agreement as of the date of the damage by written notice to the Landlord.

(d) Any Rent paid by the Tenant for a period beyond the date of the termination of the Lease Agreement or for any period of abatement shall be refunded by the Landlord to the Tenant within thirty (30) days of the written notice of termination.

(e) The provisions of this Article 13.00 shall be considered an express agreement governing in case of damage to or destruction of the Building or Premises by fire or other casualty, and any other law, now or hereafter in force, which is inconsistent with the provisions of this Article 13.00 shall not apply.

ARTICLE 14.00 ENTRY BY LANDLORD

Section 14.01 Entry by Landlord. Landlord and Landlord's agents, employees, contractors, prospective purchasers, mortgagees and, during the last one hundred eighty (180) days of the Term, prospective tenants, shall have the right to enter the Premises at reasonable hours upon notice to the Tenant for the purpose of inspecting the same and, further, Landlord, Landlord's agents, employees and contractor shall have the right to enter the Premises at reasonable hours upon notice to the Tenant or at any time without notice in the case of an emergency for the purpose of making repairs to the Premises or Building and their mechanical systems and for the purpose of performing the services required to be performed by the Landlord pursuant to the terms hereof; provided, however, that any such right of entry shall be subject to

such security regulations or procedures as may reasonably be imposed by the Tenant or any governmental authority having jurisdiction thereof; and provided further that in each case the Landlord shall use its best efforts to minimize the disturbance to Tenant and to protect the Tenant's Alterations, equipment, trade fixtures and personal property. Landlord shall also use its best efforts to minimize any disturbance caused by Landlord's repairs in other parts of the Building. During the conduct of and immediately after the completion of any such repairs, Landlord shall clean the Premises and the common areas and shall remove any debris therefrom.

Section 14.02 Limitation of Entry. Notwithstanding anything in this Lease Agreement to the contrary, Landlord's right of entry shall in no case (save for a case of emergency, and then only to the extent necessitated by the emergency) extend to vaults, locked cabinets, closets or other enclosed/locked portions of the Premises where money or other valuable or confidential documents are kept.

ARTICLE 15.00 QUIET ENJOYMENT

Section 15.01 Quiet Enjoyment. Landlord covenants and agrees with Tenant that, as long as the Tenant pays the Rent and observes, performs and meets all of the terms, covenants and conditions of this Lease Agreement, Tenant may peaceably and quietly enjoy the Premises. Tenant's possession of the Premises shall not be disturbed by anyone claiming by, through or under the Landlord.

ARTICLE 16.00 EFFECT OF SALE

Section 16.01 Effect of sale. A sale or conveyance of the Building or the real property upon which it is located shall not operate to release Landlord from those liabilities which arose prior to the date of such sale or conveyance. This Lease Agreement shall not be affected by any such sale or conveyance and Tenant shall attorn to Landlord's successor in interest to this lease Agreement.

ARTICLE 17.00 DEFAULT BY TENANT

Section 17.01 Default by Tenant: Remedies. Any one of the following shall be deemed a default by the Tenant ("Default"):

- (a) if Tenant fails to pay Rent or other money due hereunder within five (5) business days after the Tenant has received written notice from the Landlord that the Rent is past due;
- (b) if Tenant fails to perform or observe any agreement or condition on its part to be performed or observed hereunder (other than failure to pay Rent or other money) and such failure is not remedied within thirty (30) days after Tenant receives written notice from the Landlord, but if such non-monetary default is not susceptible to cure within a thirty (30) day period, then Tenant shall not be in default if Tenant takes reasonable steps to commence a cure and diligently completes such cure within a reasonable time after receiving Landlord's written notice.
- (c) In the case of re-entry of the Premises by legal proceedings or the termination of this Lease Agreement by the Landlord in accordance with the terms hereof, Tenant shall be liable to the Landlord for the following reasonable expenses:
 - (i) legal fees in obtaining possession of the Premises;
 - (ii) brokerage commissions in obtaining another tenant and

(iii) expenses incurred in putting the Premises in good order for reletting. Tenant shall remain liable to the Landlord for all Rent and other charges required to be paid up to the time of such re-entry or termination. For each month of the period which would otherwise have constituted the balance of the Term, or and exercised Option Term, Tenant shall pay any deficiency between the monthly installment of Rent for the month in question, less the net amount, if any, of the Rents actually collected by Landlord from a new tenant. Landlord may relet the Premises, or any part thereof, for a term that may be less or more than the period which would have constituted the balance of the Tenant's Term. Landlord shall make a good faith effort to relet the Premises in order to mitigate damages. All monies collected from any reletting shall be applied first to the foregoing expenses and damages of landlord and then to the Payment of Rent and other payments due from Tenant to Landlord hereunder.

(d) Landlord and Tenant waive trial by jury in any action, proceeding or counterclaim brought by either against the other respecting matters arising out of or in any way connected with this Lease Agreement.

ARTICLE 18.00 DEFAULT BY LANDLORD

Section 18.01 Default and Notice. Landlord shall be in default hereunder if Landlord fails to perform or observe any term, covenant condition or obligation under this Lease Agreement within thirty (30) days (except in the event of an emergency) after Landlord receives written notice from Tenant specifically describing such failure. However, if any matter is not susceptible to being cured within such thirty (30) day period and Landlord commences to cure within the thirty (30) day period and proceeds with due diligence to complete such cure, then the Landlord shall not be in default.

Section 18.02 Tenant's Right to Cure. If Landlord shall default in the performance of any term, covenant or obligation required to be performed by Landlord hereunder, then the Tenant may, but shall not be obligated to, remedy such default at Landlord's expense.

ARTICLE 19.00 ASSIGNMENT AND SUBLETTING

Section 19.01 Consent Required. Except as set forth below, Tenant shall not sell, assign, mortgage, pledge or in any manner transfer its obligations or interests under this Lease Agreement. Tenant shall not sublet all or any part of the Premises without Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 20.00 NOTICES

Section 20.01 Notices.

(a) All notices from Tenant to Landlord required or permitted hereunder shall be directed as follows:

Joan Grande
Adron Bldg LLC
185 Genesee Street, 15th Floor
Utica, New York, 13501

(b) All Notices from Landlord to Tenant required or permitted hereunder shall be directed as follows:

County of Oneida
Office of the Commissioner of Public Works
6000 Airport Road
Oriskany, New York, 13424

With a copy to:

County Attorney
Oneida County
800 Park Avenue
Utica, New York, 13501

(c) All Notices given hereunder by either party shall be in writing and sent by registered mail, return receipt requested, postage prepaid, or sent via recognized next day air, express or courier service addressed to the party intended to be notified at the address indicated above. Either party may, at any time or from time to time, notify the other party in writing of a substitute address for that given above and, thereafter, all such notices shall be directed to the substitute address.

Section 20.02 Attorneys. The parties hereto authorize their attorneys to send out notices pursuant to this Lease Agreement with the full authority as if sent by the party.

ARTICLE 21.00 COMPLIANCE WITH LAW

Section 21.01 Compliance with Law.

(a) Tenant, at its expense, shall comply with all statutes, codes, ordinances, rules, orders, regulations and requirements of federal, state and local governments (collectively "Laws") applicable to Tenant's use of the Premises.

(b) Landlord, at its expense, shall comply with all Laws applicable to the Premises and the Building, the parking areas serving the Building and the real property upon which the Building is located, including, but not limited to, the Americans with Disabilities Act of 1990.

Section 22.01 Compliance with Environmental Laws. Tenant and Landlord each shall comply with all environmental laws, including all federal, state and local laws, statutes, ordinances, rules, regulations, orders, codes, decrees and requirements relating to the use, storage, treatment, transportation, manufacture, refinement, handling, production and/ or disposal of petroleum products, hazardous wastes or toxic substances ("Environmental Laws")

Section 22.02 Representations and warranties. Landlord and Tenant represent and warrant to the other the following:

(a) Neither Landlord or Tenant (nor any person acting on their behalf) shall use, store, treat, transport, manufacture, refine, handle or produce any hazardous waste, toxic substance or petroleum product on or about the Premises or Building in any manner which would cause a violation of any applicable Environmental law;

(b) Neither Landlord or Tenant (nor any person acting on their behalf) shall permit or cause to permit the Premises or Building to be used in violation of any Environmental law;

(c) Neither Landlord or Tenant (nor any person acting on their behalf) shall at any time dispose of any hazardous waste, toxic substance or petroleum product at or about the Premises or the Building;

(d) Neither Landlord or Tenant (nor any person acting on their behalf) shall create or cause to create any condition at or about the Premises or Building which could subject Tenant or Landlord to any liability for a remedial action or any other environmental clean-up of any kind or description.

Section 22.03 Indemnification. Each party (an "Indemnifying Party") shall indemnify, defend and hold harmless the other party from and against any and all liabilities, claims, demands, penalties, expenditures, damages, losses and expenses including, but not limited to, all costs of investigation, monitoring, legal representation, remediation and response, which may be or, in the future be required to be, undertaken, suffered, paid, awarded, assessed or otherwise incurred by the other party as a result of the Indemnifying Party causing the release or threatened release of a hazardous waste, toxic substance or petroleum product on, in, about or under the Premises or Building.

Section 22.04 Survival. The representations, warranties, obligations and liabilities under this Article 22.00 shall survive the termination or expiration of this Lease Agreement.

ARTICLE 23.00 MISCELLANEOUS

Section 23.01 Waiver. No waiver by Landlord or Tenant of any breach of any term, covenant or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or condition. The acceptance of Rent by Landlord shall not be deemed as a waiver of earlier breach by Tenant of any term, covenant or condition, regardless of Landlord's knowledge of such breach when such Rent is accepted. No term, covenant or condition of this Lease Agreement shall be deemed waived by Landlord or Tenant unless waived in writing.

Section 23.02 Entire Agreement. There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between the landlord and tenant respecting the subject matter hereof other than as set forth herein. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Lease Agreement shall be binding upon the Landlord or Tenant unless it is in writing and signed by both parties.

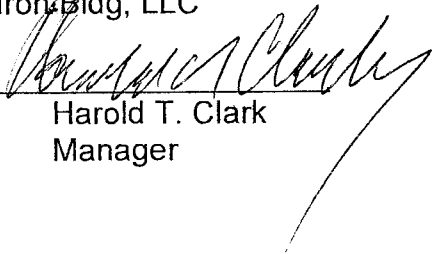
Section 23.03 Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, war or other reason not the fault of the party delayed in performing work or doing acts required under this Lease Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of the delay.

Section 23.04 Partial invalidity. If any provision of this Lease Agreement or the application thereof to any person or circumstance shall to any extent be deemed or declared invalid or unenforceable, the remainder of the Lease Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of the Lease Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 23.05 Applicable Law. This Lease Agreement shall be construed under the laws of the State of New York.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease Agreement as of the date and year first above written.

LANDLORD:
Adron Bldg, LLC


By: Harold T. Clark
Its: Manager

TENANT
County of Oneida

By: Anthony J. Picente, Jr.
Its: Oneida County Executive

Approved as to Form Only

Oneida County Attorney's Office

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

DENNIS S. DAVIS
COMMISSIONER



DIVISIONS:
BUILDINGS & GROUNDS
ENGINEERING
HIGHWAYS, BRIDGES & STRUCTURES
REFORESTATION

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

April 11, 2014

FN 20 14-184

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

In 2009, Oneida County entered into a contract with Lochner Engineering to prepare plans and provide construction administration services for the reconstruction of Middle Settlement Road (CR 30). This is a federal aid project administered by the New York State Department of Transportation (NYSDOT). Since 2009 there have been multiple project delays and funding cuts initiated by NYSDOT. In 2013 bids for construction were accepted and an award was made to Hanson Aggregates in the amount of \$1,336,192.30 for reconstruction of Middle Settlement road in the Towns of Whitestown and New Hartford.

The original contact with Lochner Engineering must be amended to include payment for construction phase services. Construction phase services include contract administration, construction inspection, miscellaneous materials testing, and preparation of as-built drawings. The enclosed contract amendment would provide additional payment in the amount of \$172,000.00 (\$136,600 Federal, \$25,800 State, and \$8,600 County) for the above mentioned services. The revised contract total would be \$580,000.00 (\$464,000 Federal, \$87,000 State, and \$29,000 County).

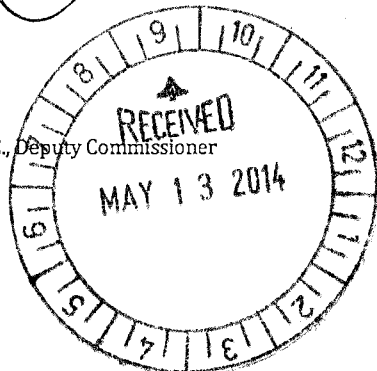
If acceptable please forward the enclosed contract amendment to the Oneida County Board of Legislators for consideration on **May 14, 2014**.

Thank you for your continued support.

Sincerely,

Dennis S. Davis
Commissioner

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



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

Anthony J. Picente, Jr.
County Executive

Date 5/12/14

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization: Lochner Engineering, PC
181 Genesee Street
Utica, NY 13501

Title of Activity or Service: Construction Phase Services

Proposed Dates of Operation: Current – 5/30/15

Client Population/Number to be Served: N/A

Summary Statements

1) Narrative Description of Proposed Services:

Provide construction phase services associated with reconstruction of Middle Settlement Road in the Towns of Whitestown and New Hartford. Construction phase services shall include contract administration, construction inspection, miscellaneous materials testing, and preparation of as-built drawings.

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

3) Program Design and Staffing: N/A

Total Funding Requested: \$172,000.00 Account #: H-298

Oneida County Dept. Funding Recommendation: \$172,000.00

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

\$136,600.00 Federal

\$25,800 State

\$8,600 County

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None

Attachment E

Contract No. H0934199
Change Order No. 1
Effective Date 1/06/2014

SUPPLEMENTAL AGREEMENT NO. 1

In accordance with Article 7 of the Consulting Services Agreement dated February 27, 2009 ("Agreement") between County of Oneida ("CLIENT") and Lochner Engineering, P.C. ("CONSULTANT"), this Supplemental Agreement modifies the Agreement as follows:

1. **Change in Services:**

Lochner Engineering will provide construction inspection services as described in the attached Scope of Services. Supplemental Agreement No. One consists of Attachments E, F, G and H.

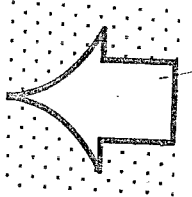
2. **Change in time of Performance** (attach schedule if appropriate):

The Agreement will be extended through May 30, 2015

3. **Change in CONSULTANT's Compensation:**

The compensation will be increased from the original \$408,000 by \$172,000 to \$580,000.

All other terms and conditions remain unchanged.




CLIENT

Signature

Name (Printed or Typed)

Date

CONSULTANT



Signature
Mark R Pawlick

Name (Printed or Typed)
3/21/14

Date

Attachment F

Middle Settlement Road Construction Support and Construction Inspection Scope of Services

Section 8 - Construction Support

[NOTE: Generally this section is included in all projects, as it provides a mechanism for the Sponsor to obtain consultant design assistance during the construction phase.]

8.01 Construction Support

The **Consultant** will provide design response to unanticipated or changed field conditions, analyze and participate in proposed design changes, and interpret design plans.

Work under this section will always be in response to a specific assignment from the **Sponsor** under one of the tasks below:

- In response to unanticipated and/or varying field conditions or changes in construction procedures, the **Consultant** will conduct on-site field reconnaissance and, where required, prepare Field Change Sheets modifying pertinent contract plan sheets.
- The **Consultant** will analyze and make recommendations on the implementation of changes proposed by the **Sponsor** or the construction contractor. This includes the Traffic Control Plan.
- The **Consultant** will interpret and clarify design concepts, plans and specifications.
- The **Consultant** will review and approve shop drawings for construction.

Not reimbursable under this Section are:

- Corrections of design errors and omissions
- Straightforward interpretations of plans and designer intentions

Section 9 - Construction Inspection

[NOTE: Sections 9.02, 9.03, 9.04, 9.05, 9.06, and 9.07 are required for all projects.]

9.01 Equipment

NOTE: Office, field and field laboratory supplies and equipment to be supplied by the Consultant should be listed in this section or in the Technical Assumptions Section.

The **Contractor** will furnish office space and basic office furnishings for the **Consultant**, as part of the contract.

The **Consultant** will furnish all other office, field and field laboratory supplies and equipment required to properly perform the inspection services listed below.

9.02 Inspection

The **Consultant** must provide, to the satisfaction of the **Sponsor**, contract administration and construction inspection services from such time as directed to

proceed until the completion of the final agreement and issuance of final payment for the contract. The **Consultant** must assume responsibility, as appropriate, for the administration of the contract including maintaining complete project records, processing payments, performing detailed inspection work and on-site field tests of all materials and items of work incorporated into the contract consistent with federal policies and the specifications and plans applicable to the project.

9.03 **Municipal Project Manager**

This Project Manager will be the **Municipality's** official representative on the contract and the **Consultant** must report to and be directly responsible to said Project Manager.

9.04 **Ethics**

Prior to the start of work, the **Consultant** will submit to the **Sponsor** a statement regarding conflicts of interest.

9.05 **Health and Safety Requirements**

The **Consultant** must provide all necessary health and safety related training, supervision, equipment and programs for their inspection staff assigned to the project.

9.06 **Staff Qualifications and Training**

The **Consultant** must provide sufficient trained personnel to adequately and competently perform the requirements of this agreement.

9.07 **Scope of Services/Performance Requirements**

A. Quality

The Consultant will enforce the specifications and identify in a timely manner to the **Sponsor** local conditions, methods of construction, errors on the plans or defects in the work or materials which would conflict with the quality of work, and conflict with the successful completion of the project.

B. Record Keeping & Payments to the Contractor

- 1) All records must be kept in accordance with the directions of the **Sponsor and must be consistent with the requirements of the NYS DOT Manual of Uniform Recordkeeping (MURK)**.¹ The **Consultant** must take all measurements and collect all other pertinent information necessary to prepare daily inspection reports, monthly and final estimates, survey notes, record plans showing all changes from contract plans, photographs of various phases of construction, and other pertinent data, records and reports for proper completion of records of the contract.
- 2) Any record plans, engineering data, survey notes or other data provided by the Sponsor should be returned to the Sponsor at the completion of the contract. Original tracings of record plans, maps, engineering data, the final estimate and any other engineering data produced by the Consultant

¹ <https://www.dot.ny.gov/main/business-center/contractors/construction-division/forms-manuals-computer-applications-general-information>

will bear the endorsement of the Consultant. Any documents that require an appropriate review and approval of a Professional Engineer (P.E.) licensed and registered to practice in New York State must be signed by the P.E.

- 3) Unless otherwise modified by this agreement, the **Consultant** will check, and when **acceptable**, approve all **shop drawings**.
- 4) The **Consultant** must submit the final estimate of the contract to the **Sponsor** within four (4) weeks after the date of acceptance of the contract. All **project records** must be cataloged, indexed, **packaged, and delivered** to the **Sponsor** within five (5) weeks after the date of the acceptance of the contract.

Health & Safety/Work Zone Traffic Control

- 1) The **Consultant** must ensure that all inspection staff assigned to the project are knowledgeable concerning the health and safety requirements of the contract per **Sponsor** policy, procedures and specifications and adhere to all standards. Individual inspectors must be instructed relative to the safety concerns for construction operations they are assigned to inspect to protect their personal safety. The Contractor is responsible for all health and safety requirements related to construction activities for their personnel, any subcontractors, suppliers, and material testers.
- 2) The **Consultant** is responsible for monitoring the Contractor's and Subcontractor's efforts to maintain traffic and protect the public from damage to person and property within the limits of, and for the duration of the contract.

Monitoring Equal Opportunity/Labor Requirements

The **Consultant** must assign to one individual the responsibility of monitoring the Contractor's adherence to Equal Opportunity and Labor requirements contained in the contract. When monitoring the Contractor's Equal Opportunity and Labor compliance, the Consultant, will utilize the guidance contained in the contract, standard specifications and the **Sponsor's** policies. The Consultant is also to input required disadvantaged business enterprise (DBE) information into the NYSDOT maintained Equitable Business Opportunities (EBO) database².

Section 10 - Estimating and Technical Assumptions

10.01 Estimating Assumptions

The following assumptions have been made for estimating purposes:

² <https://www.dot.ny.gov/dotapp/ebo>

Section 8

Construction Support will include but not be limited to:

- Providing technical support during construction on questions relating to the design.
- Review of material submittals and shop drawings.

Estimate six (6) in Appendix 6-A.6.41 Section 8 requests that require effort will be made during the construction phase of the project.

Section 9

Construction Inspection will include but not be limited to:

- Providing on-site construction inspection and oversight to ensure the quality of construction and conformity with the final plans and specifications.
- Preparation of as-built plans.

Estimate construction will begin on May 1, 2014 and be completed by October 31, 2014.

Attachment G

2014 BILLING RATE SCHEDULE

<u>Personnel</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>
Project Manager/Sr Engineer	\$145	\$145
Resident Engineer	\$90	\$135
Office Engineer/Inspector	\$80	\$122
Engineer	\$87	\$87
CADD Technician	\$82	\$124

Reimbursable Expense Rates

External reprographic services and priority mailings will be billed with no markup. Mileage related to project specific activities will be reimbursable at \$0.565/mile. There will be no charge for regular mailings, faxes, and copying done from our office.

Attachment H

Addendum

Oneida County Standard Clauses

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

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

FN 20 14-185

May 5, 2014

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

HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

Re: C-026476 Drinking Water Enhancement

Attached are five (5) copies of the Drinking Water Enhancement Program grant between Oneida County through its Health Department – Environmental Health and the New York State Department of Health – Bureau of Water Supply Protection.

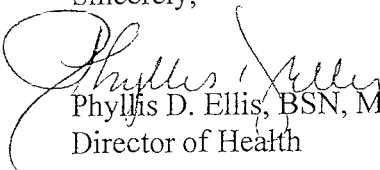
The Drinking Water Enhancement Program was established to increase the capacity of local health departments in the implementation of the Public Water System Supervision (PWSS) Program, including new programmatic and regulatory requirements, as well as other initiatives in the area of drinking water protection. The primary mechanism for disbursement of funds has been through a formal contractual obligation. The Department issues a call for work plan submittals to County Health Departments and New York City Health Department. The call for work plan submittals outlines the work plan requirements in a “template”, specifies the applicable annual funding amount and disbursements applicable to the local health department, provides the local health department with vouchers to be used for submittal of quarterly funding disbursements, and a template for reporting of expenditures.

The term of this renewal will commence April 1, 2014 through March 31, 2015 with reimbursement in the amount of \$126,782. This grant is the fourth of four renewals from April 1, 2010 to March 31, 2015. This grant is 100% funded by the New York State Department of Health. The reason this grant is being forwarded for signature after the commencement date is due to the late receipt of the grant for processing.

This is a program mandated by public health law.

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

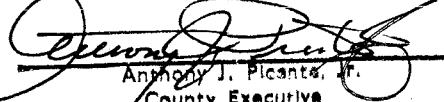
Sincerely,


Phyllis D. Ellis, BSN, MS, FACHE
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 5/12/14

Oneida County Department: Public Health Competing Proposal: _____
Only Respondent: _____
Sole Source RFP: _____
Other: Renewal

Oneida County Board of Legislators

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Regional Environmental Health Director
Syracuse Regional Office
217 South Salina Street, Third Floor
Syracuse, New York 13202

VENDOR CONTACT PERSON: John Strepelis, P.E., M.E.

SUMMARY STATEMENT: The Drinking Water Enhancement Program was established to increase the capacity of local health departments in the implementation of the Public Water System Supervision (PWSS) Program, including new programmatic and regulatory requirements, as well as other initiatives in the area of drinking water protection. The primary mechanism for disbursement of funds has been through a formal contractual obligation. The Department issues a call for work plan submittals to County Health Departments and New York City Health Department. The call for work plan submittals outlines the work plan requirements in a "template", specifies the applicable annual funding amount and disbursements applicable to the local health department, provides the local health department with vouchers to be used for submittal of quarterly funding disbursements, and a template for reporting of expenditures.

DATES OF OPERATION: April 1, 2014 through March 31, 2015

TOTAL: \$126,782

____ **NEW** **X** **RENEWAL** ____ **AMENDMENT** ____ **APPLICATION**

FUNDING SOURCE: 100% state funded

DEPARTMENT STAFF COMMENTS: Drinking Water Enhancement project goals, tasks, desired outcomes and performance measurements are provided in Attachment C, Workplan Summary.

Expense Account: A4018.101

Revenue Account: A3417

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Department of Health Bureau of Water Supply Protection Corning Tower, Room 1110 Empire State Plaza Albany, NY 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01/3450000</p> <p>CONTRACT NUMBER: C-026476</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input checked="" type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County of</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Drinking Water Enhancement Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Oneida County 800 Park Ave Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>Oneida County Health Department 185 Genesee Street, 4th Floor Utica, NY 13501</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code:3001000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: EPTL #3</p> <p><input type="checkbox"/> Sectarian Entity</p> <p align="right">ONEIDA COUNTY DIV. ENV. HEALTH</p>

Contract Number: # C-026476

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 04/01/2010 To: 03/31/2015</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 04/01/2014 To: 03/31/2015</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: \$ 126,782</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	--

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Attachment A: | <input checked="" type="checkbox"/> A-1 Program Specific Terms and Conditions |
| | <input type="checkbox"/> A-2 Federally Funded Grants |
| <input checked="" type="checkbox"/> Attachment B: | <input checked="" type="checkbox"/> B-1 Expenditure Based Budget |
| | <input type="checkbox"/> B-2 Performance Based Budget |
| | <input type="checkbox"/> B-3 Capital Budget |
| | <input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment) |
| | <input type="checkbox"/> B-2(A) Performance Based Budget (Amendment) |
| | <input type="checkbox"/> B-3(A) Capital Budget (Amendment) |
| <input checked="" type="checkbox"/> Attachment C: Work Plan | |
| <input checked="" type="checkbox"/> Attachment D: Payment and Reporting Schedule | |
| <input checked="" type="checkbox"/> Other: Appendix A (ver. 01/2014) | |

Contract Number: # C-026476

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

CONTRACTOR:

Oneida County of

By: _____

Anthony J. Picante, Jr.
Printed Name

Title: Oneida County Executive

Date: _____

STATE AGENCY:

NYS Department of Health

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Number: # C-026476

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master 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, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
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OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. 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 e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

M. Indemnification: 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 Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master 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 State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master 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.

Q. Secular Purpose: Services performed pursuant to the Master Contract 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.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) 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.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, 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.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

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 applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 principle 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State 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. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, 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 the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
- a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must 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).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.
2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.
3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Master Contract shall be performed within the State of New York, the 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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State 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 the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. 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.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part A. Agency Specific Clauses

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):

A. 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).

B. Prohibition on Purchase of Tropical Hardwoods:

1. 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 Section 165 of the State Finance Law, (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.

2. 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.

C. 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.

D. 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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

E. Procurement Lobbying: To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors: To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

G. 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.

H. Administrative Rules and Audits:

1. 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:

a) 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".

b) For a nonprofit organization other than
(i) an institution of higher education,
(ii) a hospital, or
(iii) 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.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) 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.

2. 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 "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) 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.

b) 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.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) 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.

c) 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.

I. 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.

J. 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.

K. 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 race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. 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

M. 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.

N. 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:

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

a) **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

b) **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

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

a) **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

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. 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 any 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.

P. 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.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. 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 Water Supply Protection
Corning Tower, Room 1110
Empire State Plaza
Albany, NY 12237

S. 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 shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. 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.

T. 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.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), 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: Roger Sokol, Ph.D.

Title: Director, Bureau of Water Supply Protection

Address: Corning Tower, Rm 1110, Empire State Plaza. Albany NY 12237

Telephone Number: 518-402-7650

Facsimile Number: 518-402-7599

E-Mail Address: rcs06@health.state.ny.us

Oneida County of

Name: Daniel W. Gilmore, PhD.

Title: Director of Environmental Health

Address: 185 Genesee St., Fl. #4, Utica, NY 13501

Telephone Number: (315)798-5064

Facsimile Number: (315)798-6486

E-Mail Address: dgilmore@ocgov.net

Part B. Program Specific Clauses

Attachment A-1 Part B intentionally omitted.

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME:

Drinking Water Enhancement

CONTRACTOR SFS PAYEE NAME:

ONEIDA COUNTY HEALTH DEPARTMENT

CONTRACT PERIOD

From: 4/1/2014

To: 3/31/2015

CATEGORY OF EXPENSE	GRAND FUNDS	MAJOR FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	\$ 97,782.20	\$ -	0.00%	\$ -	\$ 97,782.20
b) Fringe	\$ 28,999.80	\$ -	0.00%	\$ -	\$ 28,999.80
Subtotal	\$ 126,782.00	\$ -	0.00%	\$ -	\$ 126,782.00
2. Non Personal Services					
a) Contractual Services	\$ -	\$ -	0.00%	\$ -	\$ -
b) Travel	\$ -	\$ -	0.00%	\$ -	\$ -
c) Equipment	\$ -	\$ -	0.00%	\$ -	\$ -
d) Space/Property & Utilities	\$ -	\$ -	0.00%	\$ -	\$ -
e) Operating Expenses	\$ -	\$ -	0.00%	\$ -	\$ -
f) Other	\$ -	\$ -	0.00%	\$ -	\$ -
Subtotal	\$ -	\$ -	0.00%	\$ -	\$ -
TOTAL	\$ 126,782.00	\$ -	0.00%	\$ -	\$ 126,782.00

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL**

SALARY							TOTAL	
POSITION NUMBER	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK/HOURS	PERCENTAGE PORTION FUNDED	NUMBER OF MONTHS				
1. Principal PH Sanitarian	\$ 53,350.00	35.00	0.80	12.0	\$	42,680.00		
2. Senior PH Sanitarian	\$ 47,710.00	35.00	0.70	12.0	\$	33,397.00		
3. PH Sanitarian	\$ 54,386.00	35.00	0.20	12.0	\$	10,877.20		
4. PH Sanitarian	\$ 31,932.00	35.00	0.10	12.0	\$	3,193.20		
5. Senior PH Sanitarian	\$ 69,199.00	35.00	0.05	12.0	\$	3,459.95		
6. Director of Env. Health	\$ 83,497.00	35.00	0.05	12.0	\$	4,174.85		
7.					\$	-		
8.					\$	-		
9.					\$	-		
10.					\$	-		
11.					\$	-		
12.					\$	-		
13.					\$	-		
14.					\$	-		
15.					\$	-		
Subtotal						\$	97,782.20	
FRINGE - TYPE/DESCRIPTION								
Fringe (SS, WC, Unemp, HI, Retire) = actual is 42.97 (42017.01) - Grant to cover 29.6576%							\$	28,999.80
PERSONAL SERVICES TOTAL						\$	126,782.00	

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL**

CONTRACTUAL SERVICES - (HYPER)DESCRIPTION		AMOUNT
1.n/a		\$ -
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ -

PERMANENT - (HYPER)DESCRIPTION		AMOUNT
1.n/a		\$ -
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ -

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

EQUIPMENT - TYPE/DESCRIPTION		TOTAL
1.n/a		\$ -
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ -

SPACE/PROPERTY EXPENSES - RENT - TYPE/DESCRIPTION		TOTAL
1.n/a		\$ -
2.		
3.		
TOTAL		\$ -
SPACE/PROPERTY EXPENSES - OWN - TYPE/DESCRIPTION		TOTAL
1.n/a		\$ -
2.		
3.		
TOTAL		\$ -
TYPE/DESCRIPTION OF UTILITY EXPENSES		TOTAL
1.n/a		\$ -
2.		
3.		
TOTAL		\$ -

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

OPERATING EXPENSES - TYPE/DESCRIPTION		TOTAL
1.n/a		\$ -
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ -

OTHER - TYPE/DESCRIPTION		TOTAL
1.n/a		\$ -
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ -

ATTACHMENT C – WORK PLAN
SUMMARY

PROJECT NAME: Drinking Water Enhancement
CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY HEALTH DEPARTMENT

CONTRACT PERIOD: From: April 1, 2014
To: March 31, 2015

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

The following is a listing of program areas (both existing areas as well as new initiatives) which should be addressed in the work plan developed for the Drinking Water Enhancement grant. Each county health department has unique characteristics, which will require unique emphasis on the various items. Annual LHD comprehensive program assessments shall be utilized in identifying special programmatic emphases and correcting programmatic deficiencies. Please note that for each of those tasks/activities that are quantifiable, the work plan should identify not only the anticipated output but also the level of output achieved during SFY 09-10, for maintenance of effort comparison. The work plan for SFY 14-15 should be developed for the 12-month period (4/1/2014 – 3/31/2015).

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
<p>1. <u>Investigations/Enforcement/Emergency Response</u></p>		<p>a. Eliminate known public health hazards by immediate correction or other mitigation at all impacted public water supplies.</p> <p>b. Investigate water borne disease outbreaks, potentially attributable to drinking water.</p>	<p>i.</p>
<p>2. <u>General Public Water Supply Compliance Activities</u></p>		<p>a. Review Disinfection Waivers-- all systems with waivers require an annual sanitary survey and review for 5-1.30(e) compliance. Where necessary waivers must be revoked and technical assistance and regulatory oversight provided in the planning, design, and installation of disinfection/treatment facilities.</p>	<p>i. (List number of disinfection waived systems, all of which require an annual sanitary survey.)</p> <p>12 WATER SYSTEMS WITH DISINFECTION WAIVERS, ALL OF WHICH REQUIRE AN ANNUAL SANITARY SURVEY.</p>

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
		<p>b. Provide oversight, technical assistance, and take appropriate enforcement actions for Part 5 requirements, including but not limited to the following:</p> <ul style="list-style-type: none"> • Total Coliform Rule • Surface Water Treatment Rule • Stage 1 Disinfectants/Disinfection By-products Rule and Stage 2 Disinfectants/Disinfection By-products Rule • Interim Enhanced/Long Term 1 Surface Water Treatment Rule and Long Term 2 Enhanced Surface Water Treatment Rule • Radiological Rule • Arsenic Rule • Ground Water Rule 	<p>1.</p>

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
		<p>c. Track general water supply compliance (MCLs/M&R), including citing violations, enforcement against public health hazards and significant non-compliers. Assure required public notifications are performed and reported.</p> <p>d. Conduct sanitary surveys, using the following priority and frequency: <i>(Provide the number of current systems and the number of sanitary surveys to be conducted in each category. Include SFY 09-10 numbers for comparison.)</i></p>	<p>i. Annual (SFY 09-10 # systems/Current # systems/# to be conducted)</p> <ul style="list-style-type: none"> • Unfiltered (Filtration Avoidance Systems) = [0 / 0 / 0] • All Systems with Disinfection Waivers = [10 / 12 / 12] • New Systems (on Startup) • Systems with unresolved health based violations = [3 / 1 / 1] • Systems with compliance schedules in effect = [3 / 1 / 1] <p>ii. Three Years</p> <ul style="list-style-type: none"> • Community Systems = [SW//GU = 15 / 11 / 0, GW = 20 / 24 / 3] • Purchase systems with treatment = [4 / 4 / 0] <p>iii. Five Years</p> <ul style="list-style-type: none"> • Community Ground Water systems with effective 4-log treatment = [24 / 24 / 7] • Purchase systems without treatment = [13 / 13 / 1] • Non-Transient Systems = [SW//GU 0 / 0 / 0] [GW 3 / 2 / 2] • Transient Non-Community Systems = [SW//GU 18 / 13 / 0] [GW 61 / 63 / 10]

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
<p>3. <u>Routine Compliance Activities</u></p>		<p>e. Assure all applicable systems have updated emergency response plans in place. Review/endorse updates to VAs and ERPs. Maintain a list of systems requiring plans and their status. Assess and note progress in implementing ERP/VA recommendations and other basic security issues during sanitary surveys of applicable systems.</p> <p>f. Review Monthly Operation Reports</p> <p>g. Conduct special investigations, studies, or training related to the water supply program, as required/needed.</p> <p>a. Assure follow-up sampling for all Total Coliform Rule, Ground Water Rule, and MCL violations or triggers conducted.</p>	<p>iv. Permitted Facilities with Individual Water Systems = /18 / 11 / 5/</p> <p>v. Bottled/Bulk Water Facilities = /2 / 2 / 2/</p> <p>i. 2 SYSTEMS – MVVA & ROME (OCWA & ONEIDA in ONONDAGA & MADISON COUNTIES)</p> <p>ii.</p> <p>iii.</p> <p>i. (Provide current number of systems required to submit MOR. Include SFY 09-10 numbers for comparison.) ~134 SYSTEMS (SFY 09-10 ~126)</p> <p>ii.</p> <p>iii.</p> <p>i.</p>

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
		<p>b. Identify groundwater sources under the direct influence of surface water and take appropriate compliance and enforcement actions, using the newly developed GWUDI compliance guidance and related documents.</p> <p>c. Utilize, in full, the Safe Drinking Water Information System (SDWIS Web) as specified below: (Procurement of hardware/software to improve connectivity and performance is an eligible budgetary expense while costs for ancillary local databases are not eligible.)</p> <p>i. Add and maintain inventory data, sample points and schedules; enter all sample result data; promptly enter violation and enforcement information including return to compliance; maintain sanitary survey information including tracking of significant deficiencies; enter all site visit information; implement new rule requirements; continue use of or demonstrate readiness for use of compliance determination support functions.</p> <p>ii. Correct deficiencies noted in QA reporting, reconcile all existing data errors and address new errors at least on a weekly basis.</p>	<p>i.</p> <p>ii.</p>

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
		<p>iii. Support implementation of electronic drinking water reporting, demonstrating readiness with test water systems and system groups prior to full implementation.</p> <p>d. Assure Lead & Copper Monitoring is completed and Optimum Corrosion Control provided.</p> <p>e. Assure Annual Water Quality Reports (including SW/AP summaries) are adequately completed and distributed.</p> <p>f. Review Certified Operator applicants, assure proper certification and assist in operator training, including new certification requirements.</p> <p>g. Assure systems have cross connection control plans.</p> <p>h. Assure systems practicing fluoridation are properly constructed and operated at "optimum" levels, and submit DOH-360CFLs to the Bureau of Water Supply Protection.</p>	<p>iii.</p> <p>i. (List number of systems with adequate plans. Include SFY 09-10 numbers for comparison.) 11 SYSTEMS HAVE ADEQUATE PLANS – ALL COMMUNITY WATER SYSTEMS ARE TO BE REVIEWED AND ASSISATNCE PROVIDED (50) (SFY 09-10 = 7)</p> <p>i. (List number of systems that fluoridate. Include SFY 09-10 numbers for comparison.) 2 SYSTEMS PRACTICE FLUORIDATION (CLINTON VILLAGE AND MWVA) (SFY 09-10 = 2)</p> <p>ii.</p>

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
		<p>i. Conduct Drinking Water Quality Surveillance in accordance with the Article 6 and/or the "Statewide Public Water System Supervision (PWSS) Program Cost Reduction Measures" field memo dated April 28, 2010, as appropriate. <i>(Provide number of samples to be collected and analyzed. Include SFY 09-10 numbers for comparison.)</i></p>	<p>iii.</p> <p>i. Bacteriological – Community = 62 (SFY09-10 = 112)</p> <p>ii. Bacteriological-Non-Community = 95 (SFY09-10 = 104)</p> <p>iii. Inorganic Chemicals = 12 requested through NYSDOH program (SFY09-10 = 24)</p> <p>iv. Organic Chemicals-VOC/SOC = 12 requested through NYSDOH program (SFY09-10 = 24)</p> <p>v. Organic Chemicals-DBPs = 0 (SFY09-10 = 24)</p> <p>vi. Radiological = 0 (SFY09-10 = 24)</p> <p>vii. Other (be specific) – Unknown – possible Nitrate or other sampling as needed. Individual assistance depending on need, Turbidity via HACH Turbidimeter for spot checks of GWUDI systems with adequate treatment – assess effectiveness of multi-layered filtration, UV intensity as measure of turbidity.</p>
		<p>j. Assist in promoting, identifying and implementing Drinking Water State Revolving Fund (DWSRF) projects.</p>	<p>i. <i>(List number of projects on DWSRF Readiness List.) 24 Projects on Project Annual List, 1 Above Funding Line (Rome), 23 below funding line – 12 systems represented.</i></p>
		<p>k. Conduct Plan Review, including new source reviews, comment on Water Supply Applications, promote specific system improvements, and assure the review and approval of back flow prevention devices.</p>	<p>i.</p> <p>ii.</p> <p>iii.</p>

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
		I. Provide advice regarding water quality and quantify issues and long-term solutions to these problems. m. Maintain a working knowledge of Appendix 5-B and provide technical assistance to individual well owners. n. Perform viability reviews, under the Capacity Development program, for any new system, existing systems, and systems applying for DWSRF assistance.	I. II. III. I. II. III.
4. <u>Staff Development</u>		a. Maintain the necessary professional engineering capacity to review engineering plans and specifications. b. Maintain necessary technical expertise to be able to perform the requirements of this workplan including conducting sanitary surveys and operational assessments of public water systems (e.g. participation in the Basic Environmental Health Program, sanitary survey trainings and other trainings offered by the Department.) c. Attend a minimum of two training	I. <i>WITHOUT IN-HOUSE STAFFING, ENGINEERING CAPACITY WILL BE PROVIDED VIA CONTRACT</i> II. III. I. II. III. I.

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
<p>5. <u>Implement New Safe Drinking Water Act Programs and Regulations</u></p>		<p>sessions involving water supply issues that are scheduled or announced by the Department, including special regional and Conference of Environmental Health Director meetings (by the Director of Environmental Health and/or appropriate drinking water staff).</p>	<p>ii.</p> <p>iii.</p>
<p>6. <u>Enhance the safety of drinking water at non-public water systems.</u> Objective # 6 is Optional</p>		<p>a. Notify water systems, implement monitoring programs and identify deficiencies that water systems may experience with new standards as they are promulgated and implemented.</p>	<p>i. i. (List number and type of water systems)</p> <p>ii.</p> <p>iii.</p>
		<p>a. Evaluate the sanitary quality and construction of water systems not regulated by the State Sanitary Code but providing drinking water to the public.</p>	<p>i. i. (List number and type of water systems)</p> <p>ii.</p> <p>iii.</p>
		<p>b. Provide technical assistance to Individual Homeowners, Special event Operators and other facilities serving water to the public.</p>	<p>i.</p> <p>ii.</p> <p>iii.</p>
		<p>c. Certain activities related to, but go beyond, the delivery of the full drinking water program, as approved (e.g. on-site wastewater treatment systems or other).)</p>	<p>i. (List number and type of activity)</p> <p>ii.</p> <p>iii.</p>
<p>7. <u>DWE Reporting</u></p>		<p>a. A mid-year status report of work</p>	<p>i.</p>

OBJECTIVE	BUDGET CATEGORY	TASKS	PERFORMANCE MEASURES
		<p>plan activities (through 9/30/14) is due to the Regional Office by December 31, 2014.</p> <p>b. A final status report of work plan activities (through 3/31/15) is due to the Regional Office by June 30, 2015. This provision shall survive the term or termination of this contract.</p>	<p>i.</p>

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of zero percent (0 %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date 30 days after quarter ends
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- 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, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.

- Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
1	4/1/14 - 6/30/14	30 days after quarter ends
2	7/1/14 - 9/30/14	30 days after quarter ends
3	10/1/14 - 12/31/14	30 days after quarter ends
4	1/1/15 - 3/31/15	30 days after quarter ends

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

January 2014

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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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments 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). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, 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 and 5 NYCRR 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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. 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 Department of Economic Development's Division 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 Section 165 of the State Finance Law, (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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

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

FN 20 14

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March 27, 2014

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

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


The Consultant will alert Director of Health to regulatory changes related to the Lead Program, provide in-service education to agency staff as requested by the Director of Health or Designee, audit lead program charts, ensure all grant deliverables are met including the work plan, all reports, quarterly, annual and any other reports required for compliance with grant deliverables.

The term of this Agreement shall become effective on April 1, 2014 and remain in effect through March 31, 2015. Hourly reimbursement will be in the amount of \$55, not to exceed 26 hours per week unless requested by the Director of Health or Designee. Total value of this Agreement shall not exceed \$74,360 and is 100% state funded by the Childhood Lead Poisoning Primary Prevention Program. Also approved for reimbursement is mileage at the current federal rate for required travel, pre-approved by the Director of Health or Designee.

This is not a program mandated by Public Health Law. The reason this Agreement is being forwarded for signature after the commencement date is due to delays in processing.

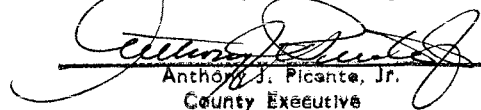
If this Agreement meets with your approval, please forward to the Board of Legislators.

Sincerely,


Phyllis D. Ellis, BSN, MS, FACHE
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 4-23-14

Oneida County Department: Public Health

Competing Proposal: _____

Only Respondent: _____

Sole Source: _____

Other: X

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

SUMMARY STATEMENT: Consultant will alert Director of Health to regulatory changes related to the Lead Program, provide inservice education to agency staff as requested by the Director of Health or designee, audit lead program charts, ensure all grant deliverables are met including the workplan, all reports, quarterly, annual and any other reports required for compliance with grant deliverables.

DATES OF OPERATION: April 1, 2014 through March 31, 2015

TOTAL FUNDING REQUESTED: Hourly rate of \$55, not to exceed 26 hours per week unless requested by the Director of Health or Designee. Total value of this agreement shall not exceed \$74,360.00 for the term of this agreement. Mileage at the current federal rate for required travel, pre-approved by the Director of Health or Designee.

 NEW X RENEWAL AMENDMENT APPLICATION

FUNDING SOURCE: 100% state funded within the Childhood Lead Poisoning Primary Prevention Program.

Expense Account: A4062.195

Revenue Account: A3412

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

THIS AGREEMENT by and between 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 located at 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 "Consultant".

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

WHEREAS, the Agency has been awarded a grant from the New York State Department of Health for the implementation of the Childhood Lead Poisoning Primary Prevention Program (CLPPP Program or Lead Program) and;

WHEREAS, the Consultant has capabilities to provide CLPPP Program Consultant services in accordance with New York State Codes, Rules and Regulations; and

WHEREAS, the Agency and Consultant desire to enter into an Agreement whereby the Consultant agrees to provide CLPPP Program Consultant 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:

- a. This Agreement shall become effective on April 1, 2014 through March 31, 2015, 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. Attend conferences, education in-service(s) and/or meetings as they pertain to the Consultant'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.
- c. Alert the Director of Health or designee to regulatory changes related to the CLPPP Program as the Consultant becomes aware of such changes.
- d. Provide inservice education to agency staff as requested by the Director of Health or designee at a time and date mutually agreed upon.
- e. Audit Lead Program client charts with the audit tool developed by the Agency and modify the audit tool in conjunction with designated Agency staff as requested by the Director of Health or designee.
- f. Notwithstanding any other provision of this Agreement, the Consultant is responsible for:

1. ensuring that all CLPPP Program grant deliverables are met, including the work plan, completing all reports, quarterly, annual and any other reports required for compliance with the grant deliverables;
2. informing the Environmental Health Division Director of the progress and results of the CLPPP Program grant and accepting general direction from same
3. completing projects as mutually agreed upon, in writing, by the Director of Health or her designee and the Consultant.

3. CONFIDENTIALITY:

- a. The Agency and the Consultant shall hold in strict confidence all Lead Program client 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 client or the client's representative, it being acknowledged and agreed that, except as otherwise required by law, the Agency shall have sole responsibility for responding to client requests for access to medical records.

4. FEE:

- a. The Agency shall compensate the Consultant for duly provided, documented services at an hourly fee of fifty five dollars (\$55.00) for the approved hours listed and reimbursable in the CLPPP Program grant, but the hours worked by the Consultant shall not exceed 26 hours per week unless requested or pre-approved by the Director of Health or Designee.
- b. The Agency shall compensate the Consultant at the current Federal IRS approved mileage reimbursement rate for required travel expenses that are pre-approved by the Director of Health, or Designee and also funded by the CLPPP Program grant. Oneida County Mileage form # 57 must be submitted with the monthly voucher for reimbursement.
- c. The total value of this contract shall not exceed \$74,360.00 for the term of this Agreement.

5. PAYMENT:

- a. Within 10 days of the last day of the month in which services are provided, Consultant shall submit a completed County voucher accompanied by a separate statement of services rendered and time record.
- b. The Agency shall pay for claimed services when required documentation, as defined herein has been approved by 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 Consultant 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 Consultant 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 approved 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 Consultant. In such an event, the Agency shall be under no further obligation to the Consultant 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.

6. INDEMNIFICATION:

- a. The Consultant agrees that it shall defend, indemnify and hold harmless the Agency and the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Consultant and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Consultant or failure on the part of the Consultant to comply with any of the covenants, terms or conditions of this agreement.
- b. The Consultant agrees to make no claim for damages for delay occasioned by an act or omission of the County and Agency.

7. EXCLUSIVITY:

- a. Both the Agency and the Consultant retain the right to contract with other independent service providers for such services, which are the same or similar to those provided by the Consultant under the terms of this Agreement.
- b. The Consultant retains the right to provide services directly or indirectly through contracts with another agency as long as those services do not cause a conflict of interest or breach of confidentiality to occur.

8. CONSULTANT STATUS:

- a. It is intended by both the Consultant and the Agency that the Consultant's status be that of an independent Contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the Consultant and the County. The Consultant 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 Consultant agrees that at no time shall the Consultant indicate or represent that she is an employee of Oneida County or of the Oneida County Health Department.
- c. The Agency agrees not to withhold from the payments provided for services rendered for any State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The Consultant will indemnify, defend and hold the Agency and the County harmless from all loss or liability incurred by the Agency and/or County as a result of the Agency and/or County not making such payments or withholdings.
- d. The Consultant understands, and represents to the County, that such insurance and tax payments are the sole responsibility of the Consultant.
- e. If the Internal Revenue Service or any other governmental agency questions or challenges the Consultant's independent Contractor status it is agreed that both the Agency and the Consultant 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.
- f. The Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age Discrimination Employment Act of 1973 as amended, Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60.
- g. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

9. SUBCONTRACT:

- a. The Consultant may not assign the Consultant'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.

10. INSURANCE:

- a. The Consultant shall maintain general liability insurance and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Consultant agrees to have the County and the Agency each named as "additional insured" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.

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 Consultant defaults in the performance of any of

the Consultant's obligation under this Agreement, the Agency may terminate the Agreement effective upon written notice served at any time upon the Consultant.

- b. Upon notice of termination, the Consultant 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.
- c. Upon notice of termination, the Consultant shall immediately deliver to the County all records, reports, case files and any other documents which may be in their possession as a result of their services under this Agreement.

12. ENTIRE AGREEMENT:

- a. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

ONEIDA COUNTY

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

DATE: _____

CONSULTANT

BY: _____
Catherine Bullwinkle, RN, BSN

DATE: _____

APPROVED AS TO FORM ONLY

BY: _____
Nichole M. Hinman, Esq.
Assistant County Attorney

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

April 14, 2014

FN 20 14 182

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

Enclosed is a Purchase of Services Agreement with the House of Good Shepherd for the operation of Non-Secure Detention Services providing the Department with six (6) reserved beds for Oneida County youth.

The House of Good Shepherd has provided this service for the Department of Social Services since 1990. This co-ed facility provides a local temporary placement for Oneida County youth. Placements at non-secure detention are court ordered for youth either awaiting further court action or youth who are already adjudicated PINS (Person in Need of Supervision) or JD (Juvenile Delinquents).

The term of this renewal agreement is April 1, 2014 through December 31, 2014. The cost for the term of this agreement will not exceed \$ 486,750 for six reserved beds and is 49 % reimbursable through New York State Office of Children and Family Services, with a local cost of 51 % in the amount of \$248,242.50.

I respectfully request that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 4-22-14

4/3/14
12902

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: House of the Good Shepherd
1550 Champlin Avenue
Utica, New York

Title of Activity or Services: Non-Secure Detention

Proposed Dates of Operations: April 1, 2014 through December 31, 2014

Client Population/Number to be Served: Youth placed by Family Court Remand PINS warrant, JD warrant or placed by Peace Officer.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor's Non-Secure Detention Program will operate a co-ed 8 bed facility from the Contractor's Sunset Avenue location in Utica, New York. The Contractor will reserve and provide the Department with 6 beds for youth in need of Non-Secure Detention Services to be utilized by Oneida County youth.

2). Program/Service Objectives and Outcomes -

Provides for the local temporary placement of youth who are placed by Family Court Remand PINS warrant, JD warrant or placed by a Peace Officer until or when a permanent placement is provided, determined or located.

3). Program Design and Staffing Level - A co-ed Non-Secure facility 24 hour supervision and care.

Total Funding Requested: \$ 295.00 per bed/per day

Oneida County Dept. Funding Recommendation: Account #: A6123.495

Mandated or Non-mandated: Mandated to provide Non-Secure Detention Services.

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

State	49 %	\$ 238,507.50
County	51 %	\$ 248,242.50

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider for this service since 1990. The maximum cost of the 6 reserved beds for the term of this Agreement is \$ 486,750. The budget for the year 2013 was for this contract was \$ 689,836.

O.C. Department Staff Comments:

PURCHASE OF SERVICES AGREEMENT BETWEEN
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
AND
HOUSE OF THE GOOD SHEPHERD

THIS AGREEMENT, made and entered into, by and between Oneida County through its Oneida County Department of Social Services, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and House of The Good Shepherd, 1550 Champlin Avenue, Utica, New York 13502 (hereinafter called Contractor).

WITNESSETH THAT:

WHEREAS, the Oneida County Department of Social Services has the responsibility for care and custody of Persons in Need of Supervision and Juvenile Delinquents immediately prior to and during judicial proceedings in relation to such persons; and,

WHEREAS, the Department desires to reserve 6 beds through the Contractor's operational Non-Secure Detention Program and related services for such persons; and,

WHEREAS, the Contractor will administer and manage the Non-Secure Detention Program at its facility at 1606 Sunset Ave, Utica, New York and,

WHEREAS, the New York State Office of Children and Family Services has and will certify said Program; and,

WHEREAS, the Department and the Contractor each desire to enter into an agreement for such Program on the terms and conditions set forth.

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

1. The Contractor will provide Non-Secure Detention Services through a group care approach to the County of Oneida Department of Social Services for the period of April 1, 2014 through December 31, 2014.
2. The Contractor's Non-Secure Detention Program will operate a co-ed 8 bed facility from the Contractor's Sunset Avenue location in Utica, New York. The Contractor will reserve and provide the Department with 6 beds for youth in need of Non-Secure Detention Services to be utilized by

Oneida County youth. .

3. Non-Secure Detention, its operations rules and regulations, are clearly defined under Executive Law, the Family Court Act, and the New York State Office of Children and Family Services Regulations. All operations under this contract would be established and implemented in accordance with all laws, rules and regulations relating to the operations of Non-Secure Detention Facilities.

The Contractor will operate the Non-Secure Detention Program in compliance with the applicable provisions set forth in Part 180 of the New York State Office of Children and Family Services Juvenile Detention Facilities Regulations.

The Contractor acknowledges that it is familiar with and has a copy of all rules and regulations of the New York State Department of Social Services and the New York State Office of Children and Family Services pertaining to Contractor Shelters and Foster Boarding Homes as well as the operation of Non-Secure Family Foster Care. The Contractor agrees to comply with all such rules and regulations required by the New York State Department of Social Services and the New York State Office of Children and Family Services, including all amendments and additions thereto.

The Contractor represents that the Non-Secure Detention Program complies with all Federal, State and local laws, rules, regulations and ordinances, including but not limited to the Labor Law, Workers Compensation Law, the Social Security Law, the New York State Civil Rights Law, Civil Rights Act of 1964 (including implementing regulations issued by United States Department of Justice and the Law Enforcement Assistance Administration).

The Non-Secure Detention Services will be available to those youth meeting the criteria for detention under Section 739 of the Family Court Act, with regard to alleged Persons in Need of Supervision and alleged Juvenile Delinquents.

4. All youth admitted:

- (1) Must be accompanied by a Family Court Remand; or
- (2) Must be accompanied by a P.I.N.S. Warrant; or
- (3) Must be accompanied by a J.D. warrant; or
- (4) Must be placed by a Peace Officer, who is authorized to take a child who has run away from home, or who, in the reasonable opinion of the officer, appears to have run away from home. The facility receiving a child shall inform a parent or other person responsible for such child's care and the Family Court of its action.
- (5) If a Peace Officer places a child in the Non-Secure Detention Facility at times when the Family Court is not in session, a hearing must be held within 72 hours of the time detention commenced, or the next day the Court is in session, whichever is sooner.

5. Each youth in Non-Secure Detention shall receive basic care and maintenance. Beyond the

basic care and maintenance provided, each youth will receive 24 hour supervision. Each youth will be provided educational services by the Contractor and as agreed upon by the Department.

6. Each youth will receive recreational/social development services on a regularly scheduled basis from the Contractor's Child Care Workers.

7. For any youth in detention more than 72 hours; the youth will also receive a medical examination (not including psychological or psychiatric services) and any necessary emergency medical care while in detention.

8. The transportation of youth to and from the Department will be the responsibility of the Contractor. Oneida County Sheriff's Department and the Department have an agreement for transportation to the Detention Facility. In the event that the Sheriffs Department cannot transport to the Non-Secure Detention Facility, the Department will contact the Contractor to request its assistance. The Contractor will make every effort to respond to this need as soon as possible. All transportation for medical and other appointments pertaining to the youths in Non-Secure Detention will be assumed by the Contractor's Program Staff.

9. Twenty-four (24) hour intake and on-call duties for the program will be assumed by the Contractor's staff. Crisis intervention, admissions and related duties will be the responsibility of the Contractor's staff. In the case of a youth absconding from the Non-Secure Detention Program, the following procedures will be followed:

1. A missing persons report will be filed with the local authorities.
2. Parents will be notified immediately.
3. The Placing Contractor will be notified within 24 hours.
4. It is the Department's and/or parent's responsibility to retrieve personal belongings, (i.e., clothing).

10. The Contractor will provide youth the appropriate care, shelter, food, clothing, education, health care, recreation, case management services, outcome analysis and opportunity for family involvement to the extent possible.

11. The Contract will schedule medical examinations for all detained juveniles within 72 hours of admission. The Contractor will pay for a complete physical examination. All other medical costs, including pharmaceutical and dental costs, will be the responsibility of the parents and/or the Department.

12. The Contractor will establish for each youth an opportunity to participate in recreation and opportunities to worship. The Contractor will make every effort to establish and maintain communication between the juvenile and his/her parents or legal guardian.

13. The Contractor will assist in the process to ensure that educational services will be provided to

each juvenile by the local school district within the guidelines of the State Education Department.

14. The Contractor agrees to appropriately train and supervise all Non Secure Detention Services Staff in its employ.

15. The Contractor agrees to keep accurate records for each child placed in detention. 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 Service law, New York State Family Court law and the New York State Division of Probation Rules and Regulations.

16. The cost of reserving one bed for one day is called the contract county per diem rate. It is established by the Contractor taking the actual budget, and dividing it by the total number of beds available for the year. The contract county per diem rate for April 1, 2014 through December 31, 2014 contract term is established to be \$ 295.00 per day per bed.

Therefore, the Department agrees to pay the daily rate of \$ 295.00 per bed for a total of 6 beds for the term of this agreement, April 1, 2014 through December 31, 2014 (275 days), with a maximum cost of \$486,750 for 6 reserved beds

Should another County have the need to utilize a bed that would be otherwise part of this contract, the other County would be financially responsible for that bed and the Department's bill would be reduced to reflect such usage. It is also agreed that should another County's youth be utilizing a bed stipulated in this contract that is needed by the Department, the Department's youth would take priority over the youth from another County in order to admit the Department's youth.

Should the Department need additional utilization for a particular day, above the number of beds available by contract (6 beds reserved), this is considered "Excess Utilization" and will be billed to the Department in addition at a daily rate of \$ 295.00 per day for the calendar day in which the Department utilization exceeds the maximum number of beds reserved by contract.

When using excess beds, the Department understands it is using beds on an available basis and cannot bump residents from another County in order to admit a youth that would be considered Excess Utilization.

The Department will make payments to the Contractor on a monthly basis upon presentation of a County voucher.

17. The Contractor agrees to maintain books, records and necessary supporting documents as required by Section 372 of the Social Services Law. The Contractor will use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under the Agreement. The financial and statistical records shall be subject at all reasonable times to inspection, review, or audit authorized by the County and State Governments.

18. The Contractor agrees that the equipment purchased under this Contract is the property of the Department and shall revert to the Department upon any termination or failure to renew the agreement.

19. The Contractor may not assign, subcontract, or otherwise dispose of this agreement or any right, duty or interest herein without the prior written consent of the Department.

20. This agreement can be terminated with a 30 day written notice by either party.

21. This agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

22. 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.

23. The terms of this agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

Date: _____
Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

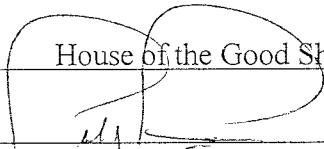
Approved as to Form _____
Oneida County Attorney

Date: _____
Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 4-1-14

Agency: _____
House of the Good Shepherd

Authorized Signature: _____


Print Authorized Name: Robert J. Roberts III

Title: Executive Director

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 contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- 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 contractor 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 contractor, subcontractor 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 hours in any one calendar day or more than five 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 be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages 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.
 - (d) The Labor Law provides that the contract may 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 contractor 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 contractor, subcontractor, 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 contractor, subcontractor, 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 the account of race, creed, color, sex or national origin.
 - (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five 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, and
 - (d) This contract may be cancelled 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 this section of the contract, and
 - (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. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (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 programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because 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 hereunder and the purposes of Executive Order # 45 (1977).
 - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified

applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- * (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.
 - * (e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.
 - * (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.
- VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.
- VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto

certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivcry at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
 - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
 - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
 - e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:

- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
- The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of

religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the

Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

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

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall

follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and

operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A Department, County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of

the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insured and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oncida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

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 also agrees to comply with Federal and State Laws as supplemented in the Dept. 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, will 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 attest they have not been debarred by the Federal Government from contracting to provide services funded by any Federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

The House of the Good Shepherd
NAME OF CONTRACTED AGENCY

Robert J. Roberts III Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[Signature] 4-1-14
SIGNATURE DATE

**Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of _____, (the
Name of Contract Agency

“Service Provider”), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management System (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

Created 4-24-12

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of April, 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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 waste and recyclables generated within the Authority's service area by performance of this Contract by the 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.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- 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 Contractor, 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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors 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 Contract 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 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract 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 Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor 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 an 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. 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 (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (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: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (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).

2. 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).

- d. 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 Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (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 Contract.

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, 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 County. 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 with the Standards for Privacy of Individual 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; and
 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 County's clients.
- b. 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 County in any

2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal 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 County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal 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.

7. 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, the 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, the 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. The 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.

8. 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 the 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, the 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

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 shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. 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 County Comptroller, the County Attorney 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 County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection,

auditing and copying. The County 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: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, 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 County is mandatory. The principle 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 liabilities and to generally identify persons affected by the taxes administered by the New York State 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 County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. 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 Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. 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 Section 165 of the State Finance Law (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 County.

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 Section 165 of the State Finance Law. Any such use must meet with approval of the County; 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 County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be

appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By: _____

Oneida County Executive

Contractor

By:  _____

Name:

Approved as to Form only

Oneida County Attorney

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



FN 20 14-188

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
HEALTH & HUMAN SERVICES County Office Building 800 Park Avenue Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

~~WAYS & MEANS~~

April 1, 2014

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

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente Jr.
Anthony J. Picente, Jr.
County Executive
Date *4/22/14*

Dear Mr. Picente:

I am submitting the following sample contract for, thirty five (35), Purchase of Service Agreements 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.

I am respectfully requesting that this sample contract be approved for the thirty five (35) Agreements under one resolution, however if there are concerns with any individual Institution, that institution or institutions may be omitted and processed separately.

The following is a list of the thirty five (35) Institutional Foster Care Agencies:

- Baker Victory Healthcare Center a/k/a Baker Victory Services, 780 Ridge Road, Lackawanna, New York 14218
- Berkshire Farm Center and Services For Youth, Route 22, Canaan, New York 12029
- Buffalo Urban League, Inc., 15 East Genesee Street, Buffalo, New York 14202
- Catholic Charities of the Diocese of Rochester dba Catholic charities of Chemung & Schuyler Counties, 215 East Church Street, Elmira, New York 14901
- Cayuga Home for Children, P.O. Box 865, 101 Hamilton Ave, Auburn, New York 13021
- The Charlton School, PO Box 47, Burnt Hills, New York 12027
- Children's Home of Jefferson County, 1704 State Street, Watertown, New York 13601
- The Children's Home of Kingston, New York, 26 Grove Street, Kingston, New York 12401

- Childrens Home of Wyoming Conference, 1182 Chenango Street, Binghamton, New York 13901
- The Roman Catholic Diocese of Albany, New York a/k/a Community Maternity Services, 27 North Main Street, Albany, New York 12203
- Crestwood Children's Center, 2075 Scottsville Road, Rochester, New York 14623
- The Devereux Foundation, P.O. Box 490A, Villanova, Pennsylvania, 19085
- Elmcrest Children's Center, Inc., 960 Salt Springs Road, Syracuse, New York 13324
- Equinox, Inc., 95 Central Avenue, Albany, New York 12206
- Gateway-Longview Foundation, 6350 Main Street, Williamsville, New York 14221
- Hillside Children's Center, 1183 Monroe Avenue, Rochester, New York 14620
- Jewish Child Care Association of New York, 120 Wall Street, New York, New York 10005
- Kidspace National Centers of New York, Inc., 4085 Independence Drive, Schnecksville, PA 18078
- Kidspace National Centers of North America Inc., 4085 Independence Drive, Schnecksville, PA 18078
- LaSalle School Foundation, 391 Western Avenue, Albany, New York 12203
- Lincoln Hall, P.O. Box 600, RT # 202, Lincolndale, New York 10540
- Mountain Lake Children's Residence, Inc., 50 Riverside Drive, Lake Placid, New York 12946
- Northern Rivers Family Services dba Northeast Parent & Child Society, Inc., 530 Franklin Street, Schenectady, New York 12305
- Northern Rivers Family Services dba Parsons Child and Family Center, 60 Academy Road, Albany, New York 12208
- Snell Farm Children's Center, 7320 Snell Hill Road, Bath, New York 14810
- St. Catherine's Center for Children, 40 North Main Avenue, Albany, New York 12203
- Saint Anne Institute, 160 North Main Avenue, Albany, New York 12206
- St. Colman's Home, 11 Haswell Road, Watervliet, New York 12189
- Villa of Hope, 3300 Dewey Avenue, Rochester, New York 14616
- Astor Services for Children & Families a/k/a Astor Home for Children, 6339 Mill Street, P.O. Box 5005 Rhinebeck, New York 12572
- The William George Agency's Children Services Inc., 380 Freeville Road, Freeville, New York 13068
- House of the Good Shepherd, 1550 Champlin Avenue, Utica, New York 13502
- Toomey Residential & Community Services Corp., 1654 West Onondaga Street, Syracuse, New York 13204
- Vanderheyden Hall, Inc., P.O. Box 219, Wynantskill, New York 12198
- You Gotta Believe! The Older Child Adoption & Permanency Movement a/k/a You Gotta Believe, 3114 Mermaid Avenue, Brooklyn, New York 11224

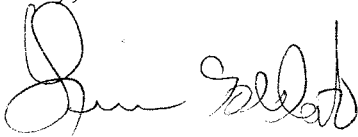
The thirty five Institutions provide placement services for children and offer various levels of care. These Institutions offer many different services with each Institution specializing in one or two areas of expertise.

The Institutions provide specialized Institutional Foster Care for those children who are unable to remain at home with their biological parents due to behavioral issues at home or in the community, voluntary transfers of custody to Oneida County Department of Social Services and children who have been determined by Family Court to be delinquent or persons in need of supervision.

New York State Office of Children and Family Services assign the rates for the facilities. The term of these Agreements is July 1, 2014 – June 30, 2015. Total cost in 2013 was \$13,842,394.03 with a local share of 30 % or \$ 4,152,718.21.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action as soon as possible. Thank you for you consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lucille A. Soldato".

Lucille A. Soldato
Commissioner

LAS/tms
Attachment

4/1/14

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Various Foster Care Institutions
(See Attached Summary for listing of all thirty five (35)
Institutions.)

Title of Activity or Services: Institutional Foster Care for Children

Proposed Dates of Operations: July 1, 2014 through June 30, 2015

Client Population/Number to be Served: Children in need of Institutional Foster Care up to age 18 or in some cases 21.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

To provide institutional foster care for those children under the age 18 or in some cases 21 who have been adjudicated as a Person In Need of Supervision (PINS) or Juvenile Delinquent (JD) and those whose parents or legal guardians have voluntarily transferred custody to Oneida County Department of Social Services or those children whose custody has been involuntary committed by the court to an authorized agency or a foster parent in accordance with section 384-b of the Social Services Law or article 6 of the Family Court Act.

2). Program/Service Objectives and Outcomes -

Placement services including Family Foster Care and/or Institutional levels of care for children who are unable to remain at home with their biological parents due to behavior issues in the home or community, voluntary transfer of custody to Oneida County Department of Social Services or those children who have been determined by Family Court to be JD or PINS.

3). Program Design and Staffing Level - N/A

Total Funding Requested:

Rates are determined by New York State Office of Children and Family Services.

The Daily rates approved for each Institution can be found in the attached summary.

Oneida County Dept. Funding Recommendation: Account #:A6119.495

Mandated or Non-Mandated: Mandated Service

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

Federal	36.5 % =	\$ 5,052,473.82
State	33.5 % =	\$ 4,637,202.00
County	30.0 % =	\$ 4,152,718.21

Cost Per Client Served: Attached Summary List has statistics for all thirty five (35) Institutions being approved. The Department paid a total of \$ 13,842,394.03 for all Institutions in 2013.

Past performance Served:

O.C. Department Staff Comments: The Department is satisfied with the performance of all institutions and the Department contracts with a number of Institutions to ensure the availability of services when needed.

The Institutions offer many varied services, and each Institution has specific areas of specialization (see attached summary under specialized services).

INSTITUTIONS

CONTRACT NUMBER	NAME	ADDRESS	SPECIALIZED SERVICES	DAILY RATES	AMOUNT PAID IN 2013	
90101	Baker Victory Healthcare Center aka Baker Victory Services	780 Ridge Road Lackawanna, New York 14218	DSS residential services OMH residential services OMHDD services Group Home	I \$ 265.54 FBH \$ 27.36 GH \$ 228.62	I-HTTP \$ 380.28 MD-HTTP \$ 387.58	-
90201	Berkshire Farm Center and Services for Youth	Route 22 Canaan, New York 12029	drug/alcohol program sex offender program aggression/replacement tx supervision of adoptive placement special needs adoption services	FBH \$ 39.79 FBH-T \$ 69.28 I \$ 261.71 FBH \$ 34.95	I-HTTP \$ 389.69 GH \$ 241.11	171,503.44
97501	Buffalo Urban League, Inc.	15 East Genesee Street Buffalo, New York 14202	Supervised Independent Living Program	FBH \$ 35.99 FBH-T \$ 72.62		-
95701	Catholic Charities of the Diocese of Rochester dba Catholic Charities of Chemung & Schuyler Counties	215 East Church Street Elmira, New York 14901	emotionally disturbed developmentally disabled independent living program deaf	GH \$ 337.03 I-HTTP \$ 322.73 FBH-T \$ 92.46 I-HTTP (Emer) \$ 375.48		190,446.09
90401	Cayuga Home For Children	P. O. Box 865, 101 Hamilton Ave. Auburn, New York 13021	emotionally disturbed developmentally disabled independent living program	GH \$ 337.03 I-HTTP \$ 322.73 FBH-T \$ 92.46 I-HTTP (Emer) \$ 375.48		190,446.09
90501	The Charlton School	P. O. Box 47 Burnt Hills, New York 12027	fire setters emotionally disturbed	I \$ 247.01		-
90601	Children's Home of Jefferson County	1704 State Street Watertown, New York 13601	diagnostic unit developmentally disabled multi-handicapped	I \$ 236.13 FBH \$ 26.84 FBH-T \$ 53.50		1,402,708.89
95501	The Children's Home of Kingston, New York	26 Grove Street Kingston, New York 12401	Mental Health Child Welfare Youth Development	I \$ 249.32 GH \$ 221.58 I-HTTP \$ 278.49		-
90701	Childrens Home of Wyoming Conference	1182 Chenango Street Binghamton, New York 13901	fire setters diagnostic services	FBH \$ 30.35 FBH-T \$ 50.81 GH-Boys \$ 222.73 GH-Ardley \$ 222.32	GH-E \$ 263.18 I \$ 235.15 I-E \$ 282.35	54,868.72
90801	The Roman Catholic Diocese of Albany, New York	27 North Main Street Albany, New York 12203	maternity shelter foster care independent living	FBH \$ 48.15 GR-M/C \$ 300.00	GR-M \$ 350.00 ABH-E \$ 317.21	217,230.42
90901	Creswood Children's Center aka Community Maternity Services	2075 Scottsville Road Rochester, New York 14623	invasive/secure program fire setters emotionally disturbed-severe / multi-handicapped such as: mild retardation, speech impaired, etc.	I \$ 246.32 HTTP \$ 328.32		63,365.68
91101	The Devereux Foundation	P. O. Box 490A Villanova, PA 19085	diagnostically delayed	HTTP \$ 328.32		174,233.76
91301	Elmcrest Children's Center, Inc.	960 Sait Springs Road Syracuse, New York 13324	diagnostic unit multi-handicapped sex offenders program	ABH \$ 221.37 I-E \$ 256.20 I \$ 200.76	I-FS \$ 356.49 I-HTTP \$ 317.46	1,653,382.82
91401	Equinox, Inc.	95 Central Avenue Albany, New York 12206	drug / alcohol issues fire setters independent living program	GR \$ 177.65		-
91701	Gateway - Longview Foundation	6350 Main Street Williamsville, New York 14221	drug/alcohol program multi-handicapped respite foster care independent living	I-HTTP \$ 392.44 FBH \$ 30.46	I \$ 251.36 FBH-T \$ 44.80	-
91901	Hillside Children's Center	1183 Monroe Avenue Rochester, New York 14620	diagnostic unit sex offender program residential tx facility non secure detention	FBH \$ 40.19 FBH-T \$ 84.11 I \$ 300.63 I-HTTP Finger \$ 350.55	I-HTTP Horton \$ 329.29 I-HTTP Varick \$ 374.57 I-HTTP Systems \$ 504.19 I-HTTP critical \$ 367.42	368,953.85

INSTITUTIONS

CONTRACT NUMBER	NAME	ADDRESS	SPECIALIZED SERVICES	DAILY RATES	AMOUNT PAID IN 2013	
95601	Jewish Child Care Association of New York	120 Wall Street New York, New York 10005	mental health child welfare youth development	I - Eatenwald \$324.08 I - Pleasantville \$351.36 I-HTP \$384.51	GH \$330.52 FBH \$43.81 FBH-T \$88.44	-
92201	Kidspace National Centers of New York, Inc.	4085 Independence Drive, Schnecksville, PA 18078	fire setters sex offender program drug/alcohol program	FBH-T \$59.31 FBH \$37.98	FBH-T \$88.44	88,040.73
92202	Kidspace National Centers of North America, Inc.	4085 Independence Drive, Schnecksville, PA 18078	fire setters sex offender program drug/alcohol program	FBH-T \$59.31 FBH \$37.98	FBH-T \$88.44	-
92501	The LaSalle School Foundation	391 Western Avenue Albany, New York 12203	sex offender program sex offender program drug/alcohol program	I \$259.88 I-HTP \$302.53	-	-
92701	Lincoln Hall	P. O. Box 800 RT # 202 Lincolndale, New York 10540	drug/alcohol program emotionally disturbed emotionally disturbed	I \$308.90 I-E \$333.95	-	-
94801	Mountain Lake Children's Residence, Inc.	50 Riverside Drive Lake Placid, New York 12946	fire setters drug/alcohol program	I \$199.83 I-HTP \$352.37	I-E \$294.12 I-HTP \$401.02	231,503.32
92801	Northern Rivers Family Services dba Northeast Parent & Child Society Inc.	530 Franklin Street, Schnecksville, New York 12305	drug/alcohol program emotionally disturbed emotionally disturbed	I \$263.12 FBH-T \$63.71 GH \$233.91	I \$251.56 I-S \$254.46 FBH-T \$65.77 GH-S \$267.73	140,611.14
93101	Norther Rivers Family Services dba Parsons Child and Family Center	60 Academy Road Albany, New York 12208	fire setters emotionally disturbed crisis residence	FBH \$43.57 GH \$210.67 GH-E \$326.57 GH-S \$267.73	I \$251.56 I-S \$254.46 FBH-T \$65.77 FBH-T MDTFC \$70.90	140,611.14
94601	Snell Farm Children's Center	7320 Snell Hill Road Bath, New York 14810	Anger Management Victim Therapy Sexual Education/Social Skills	I \$346.96	-	-
93501	St. Catherine's Center for Children	40 North Main Avenue Albany, New York 12203	diagnostic unit fire setters multi-handicapped group home	FBH \$45.29 GH \$278.74 TFC \$74.82 GR-prog 2 \$319.35	-	-
93401	Saint Anne Institute	160 North Main Avenue Albany, New York 12206	drug/alcohol program emotionally disturbed developmentally disabled	I \$194.87	I-HTP \$333.39	451,209.26
93601	St. Colman's Home	11 Haswell Road Watervliet, New York 12189	multi-handicapped autistic / deaf	ABH \$172.79 I \$182.38	-	171,320.17
95401	Villa of Hope	3300 Dewey Avenue Rochester, New York 14616	Serious Mental Health Behavioral Issues Psychiatric illness fire setters	I \$277.00 GH \$281.00 I-HTP \$366.65 HTP-I \$322.71 FBH-T \$63.75	-	-
93801	Asior Services for Children & Families	6339 Mill Street, P. O. Box 5005 Rhinebeck, New York 12572	fire setters	HTP-I \$322.71 FBH-T \$63.75	-	-
94001	The William George Agency For Children's Services, Inc.	380 Freveille Road Freeville, New York 13068	drug/alcohol program critical care unit	I \$197.36 I-HTP-SO \$306.01 I-HTP-S \$271.68	I-HTP-MR/ED \$313.12 I-HTP-MD \$337.13	704,626.92
92101	House of the Good Shepherd	1550 Champlin Avenue Ulta, New York 13502	drug/alcohol program diagnostic unit emotionally disturbed residential tx facility non-secure detention	ABH \$222.61 FBH \$301.11 FBH-T \$54.12 GH \$190.57	I \$230.88 I-E \$301.52 I-HTP \$365.72	7,339,737.84

INSTITUTIONS

CONTRACT NUMBER	NAME	ADDRESS	SPECIALIZED SERVICES	DAILY RATES	AMOUNT PAID IN 2013
94201	Toomey Residential and Community Services Corp	1654 West Onondaga Street Syracuse, New York 13204	fire setters multi-handicapped ICF (OMH)	ABH \$ 248.57 FBH-T \$ 35.49 FBH \$ 37.50	ABH-Van/miles \$ 264.37 247,340.68
94301	Vanderheyden Hall, Inc.	P.O. Box 219 Wynantskill, New York 12198	Mother/baby developmentally disabled sexual offenders program OMRDD programs	GH \$ 224.25 I-E \$ 366.66 I \$ 260.95	I-HTTP \$ 347.18 160,461.82
95801	You Gotta Believe! The Older Child Adoption & Permanency Movement	3114 Mermaid Avenue Brooklyn, New York 11224	Supervision of adoptive placement special needs adoption services	Adopt-fee \$ 35.62	10,826.48
Total Paid 2013					1,384,394.03

Key for Daily Rates:

- ABH = Agency Boarding Home
 ABH-E = Agency Boarding Home Emergency
 FBH = Foster Boarding Home
 FBH-E = Foster Boarding Home Emergency
 FBH-S = Foster Boarding Home Special
 FBH-T = Foster Boarding Home Therapeutic
 GH = Group Home
 GH-E = Group Home Emergency
 GH-S = Group Home Special
- GR = Group Residence
 I = Institutional Rate
 I-E = Institutional Emergency
 I-FS = Institutional Family Support
 I-S = Institutional Special
 I-SI = Institutional Sexual Issues
 M = Maternity
 R = Residential
 MD-HTTP = Multiple diagnosis

XXXXX

**AGREEMENT
FOR PURCHASE OF FOSTER CARE FOR CHILDREN**

This AGREEMENT made this 1st day of July, 2014, by and between the County of Oneida, through the Oneida County Department of Social Services, hereinafter called the Department, located at 800 Park Avenue, Utica, New York 13501, and **Foster Care Institutions** hereinafter the Agency or Contractor, located at _____ a foster care agency otherwise authorized by the New York State Office of Children and Family Services to provide foster care services.

WHEREAS, the Commissioner of Social Services of the County of Oneida, hereinafter Commissioner, is charged with the responsibility for the administration of all child welfare services in the County of Oneida pursuant to Section 395 et seq. of Social Services Law; and

WHEREAS, the Agency, under the terms of its corporate authority has the power to provide the services required to be performed pursuant to this Agreement, and

WHEREAS, the Department believes that the amount of funds to be paid to the Agency is reasonable and necessary to provide quality services;

NOW THEREFORE, in consideration of the mutual promises herein contained the Department and the Agency mutually agree as follows:

SECTION I- DEFINITIONS

Whenever the following terms are used in this Agreement and schedules attached hereto, they have the following meaning unless otherwise clearly noted:

1. **ADULT PERMANENCY RESOURCE** means a caring committed adult who has been determined by the Department to be an appropriate and acceptable resource for a child and is committed to providing emotional support, advice and guidance to the child and to assisting the child as the child makes the transition from foster care to responsible adulthood.
2. **AGENCY BOARDING HOME**, as defined in 18 NYCRR 441.2(i) and as described in 18 NYCRR Part 447, means a family-type home for the care and maintenance of not more than six (6) children operated by an authorized agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that such a home may provide care for more than six (6) brothers and sisters of the same family.
3. **AGENCY WITH DESIGNATED CASE PLANNING RESPONSIBILITY** is the Department or voluntary authorized agency of the assigned Case Planner.
4. **ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE** means a permanency planning goal to assist foster care youth in their transition to self- sufficiency by connecting the youth to an adult permanency resource,

equipping the youth with life skills and, upon discharge, connecting the youth with any needed community and/or specialized services.

5. **ASSIGNED ROLE** means the role in the family services stage designated for each caseworker in the stage. The assigned role determines worker responsibilities and contract obligations of the worker's Department or Agency. Assigned roles are always initially designated by the Department and include: case manager, case planner, caseworker, and child protective services monitor. After a role is assigned to an Agency worker, it may be reassigned to another worker within that Agency.
6. **ASSOCIATED CASE WORKER** is a case worker, other than the case planner for the family, who is responsible for assessment, service provision, and planning for one or more specific child(ren) placed in the worker's Agency.
7. **AUTHORIZED AGENCY**, as defined in section 371(10)(a) and (b) of the Social Services Law, includes either a social services district, an Indian tribe that has entered into an agreement with the New York State Office of Children and Family Services to provide foster care, or a corporation organized under the laws of New York State and approved by the New York State Office of Children and Family Services to provide foster care.
8. **CASE CONSULTATION** means the steps taken to assist in the development of the permanency hearing report and preparation for the permanency hearing in accordance with the standards set forth in 18 NYCRR 428.9(b) and (c).
9. **CASE INITIATION DATE (CID)** means the earliest of:
 - a. the initial date of application for foster care services, mandated or non-mandated preventive services for children;
 - b. the date that a report to the Statewide Central Register of Child Abuse and Maltreatment is determined to be indicated;
 - c. the date of placement of a child in foster care pursuant to Article 3 or 7 of the Family Court Act or the date of removal of a child from his or her home which led to placement in foster care either pursuant to Article 10, 10-B or 10-C of the Family Court Act or section 383-c, 384 or 384-a of the Social Services Law or placement in the direct legal custody of a relative or other suitable person by the court pursuant to Article 10 of the Family Court Act; or
 - d. the date of a court-ordered preventive services or commitment of care, custody and/or guardianship of a child to the Department for placement with a voluntary authorized agency or foster parent.
10. **CASE MANAGEMENT** means those activities referenced in 18 NYCRR 428.2(b) related to overseeing all aspects of a case, including but not limited to: the making of timely and accurate eligibility determinations and service authorizations; following procedural safeguards regarding protection of the rights of the parents and child;

providing care, maintenance and services appropriate to the child's needs; accepting voluntary placement agreements under appropriate circumstances; timely initiating all appropriate judicial proceedings; approving each family assessment and service plan; and timely and accurate entry of all data required to be entered in the Welfare Management System (WMS), the Child Care Review Service (CCRS), CONNECTIONS and any other Statewide automated child welfare information system designed by the New York State Office of Children and Family Services. Case management is always the responsibility of the Department.

11. **CASE MANAGER** is an employee of the Department with responsibility to authorize the provisions of services; to approve client eligibility determinations according to 18 NYCRR 423.3(b), 430.9, 430.10 and 432.2; and to approve in writing or by electronic equivalent the family assessments and service plans, as defined in 18 NYCRR Part 428. The case manager is responsible for role assignment in the family services stage.
12. **CASE PLANNING** means those activities referenced in 18 NYCRR 428.2(c) necessary for provision, arrangement, coordination and evaluation of the services specified in the child and family's service plan. In addition, case planning includes referring the child and his or her family to providers of services as needed, and delineating the roles of the various service providers. Case planning responsibility also includes documenting client progress and adherence to the service plan by recording in the Uniform Case Record that such services are provided, as required by 18 NYCRR Part 428 and 18 NYCRR 430.9 through 430.12, and making casework contacts or arranging for casework contacts as required under 18 NYCRR 423.2(b)(3), 423.4(c)(1)(ii)(d)(2), 432.2 and 441.21.
13. **CASE PLANNER** is the caseworker with the primary responsibility for providing, or coordinating and evaluating, the provision of services to the family. The case planner delineates the roles of the various service providers and requires collaboration among all the case workers assigned to the family services stage so that a single family assessment and service plan is developed. The case planner is responsible for the family assessment and service plan and its submission to the case manager for approval. There is a single case planner, who may be an employee either of the Department or the Agency, assigned per family services stage. The case manager may be assigned as the case planner and perform the dual roles of case manager and case planner, except for approval of the family assessment and service plan which becomes the responsibility of the case manager's supervisor in this instance.
14. **CASE WORKER** is any additional Department or Agency staff other than case manager or case planner directly involved in a child welfare case who provides services to any family member, or assesses, evaluates, makes casework contacts, and/or arranges or coordinates one or more aspects of service delivery. The case worker contributes to the development of the family assessment and service plan as directed by the case planner. There may be multiple case workers assigned to a family services stage.

- 15. CHILD PROTECTIVE SERVICES MONITOR** is an employee of the Department's child protective service who is monitoring services being provided by someone other than a child protective service employee to the children and family named in an indicated report of child abuse or maltreatment.
- 16. DEEMED TO HAVE A GOAL OF DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE** means any child sixteen (16) years of age or older who has resided in foster care for at least twelve (12) months within the past thirty-six (36) months and who has a goal of discharge to parents or relatives or adoption. The category "deemed to have a goal of discharge to another planned living arrangement with a permanency resource" requires the same services as if the child has a goal of discharge to another planned living arrangement with a permanency resource.
- 17. DISCHARGE SERVICES** means supervision services and may include the provision of, referral to, or coordination with other appropriate services, when the child has been returned to the home of his or her parents, other relatives, primary resource person or an adult permanency resource, as described in 18 NYCRR 430.12.
- 18. FAMILY ASSESSMENT AND SERVICE PLAN** means the assessment and analysis of the family members' strengths, needs and problems; and the plan for services, as required by 18 NYCRR Part 428.
- 19. FAMILY SERVICES INTAKE** means the CONNECTIONS stage for documentation of family information and events prompting the opening of a family services stage. A family services intake must be completed before a family services stage can be opened.
- 20. FAMILY SERVICES STAGE** means the CONNECTIONS stage for documentation of cases open for child welfare services. There can be only one (1) open family services stage for a family per social services district. The family services stage is linked to a family case that is comprised of all past and current stages for the family.
- 21. FUNDING ELIGIBILITY** means the initial determination of a family's eligibility for foster care services and required periodic re-determinations consistent with provisions of federal and State statutes and regulations, including but not limited to Title IV-E of the Social Security Act.
- 22. FOSTER CARE OF CHILDREN** means all activities and functions provided relative to the care of a child away from his or her home twenty-four (24) hours per day in a foster family free home or a duly certified or approved foster family boarding home, or a duly licensed or certified group home, agency boarding home, child care institution, health care facility or any combination thereof. Foster care of children also means activities and functions relative to the care of a child away from his or her home twenty-four (24) hours per day in a home or facility operated or licensed by the New York State

Office of Mental Health, New York State Office for People With Developmental Disabilities, , or the New York State Office of Alcohol and Substance Abuse Services in accordance with the provisions of section 398(6)(g)(2) of the Social Services Law and the memorandum of understanding between the New York State Office of Children and Family Services and such Office in accordance with Title IV-E of the Social Security Act.

- 23. FOSTER CHILD** means a child who meets the criteria of 18 NYCRR 441.2(a). A foster child also includes a child placed in the care and custody of the Department as a destitute child in accordance with Article 10-C of the Family Court Act.
- 24. FOSTER FAMILY BOARDING HOME**, as defined in 18 NYCRR Part 443, means a residence owned, leased, or otherwise under the control of a single person or family who has been certified or approved by an authorized agency or by the New York State Department of Mental Hygiene or the New York State Office of Children and Family Services to care for children, and such person or family receives payment from the Agency for the care of such children.
- 25. FOSTER PARENT** means a person, other than the child's parent, stepparent, or legal guardian, but including a relative within the third degree to the child's parent or stepparent, who is certified or approved to board children who are in the care, custody or guardianship of an authorized agency or the New York State Office of Children and Family Services, and who are placed for temporary or long term care.
- 26. GROUP HOME**, as defined in 18 NYCRR 441.2(h) and as described in 18 NYCRR Part 448, means a family-type home for the care and maintenance of not less than seven (7), nor more than twelve (12) children who are at least five (5) years of age, operated by an authorized agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that the minimum age limitation is not applicable to siblings placed in the same facility nor to children whose mother is placed in the same facility.
- 27. INSTITUTION**, as defined in 18 NYCRR 441.2(f) and as addressed in 18 NYCRR Part 442, means any facility operated by an authorized agency for the care and maintenance of thirteen (13) or more children.
- 28. LIFE SKILLS SERVICES** means services designated to assist foster children and former foster children to prepare for employment and post-secondary education, and to make the transition to responsible adulthood. Life skills services include, but are not limited to, structured programs of vocational training, life skills instruction, post discharge services and supervision until twenty-one (21) years of age.
- 29. PERMANENCY HEARING REPORT** means a sworn report as defined in section 1087 of the Family Court Act prepared in accordance with section 1089 of the Family Court Act in the form and manner as required by the New York State Office of Children

and Family Services. The permanency hearing report must be filed with the court and submitted to the parties and other persons set forth in section 1089 of the Family Court Act no later than 14 days prior to each permanency hearing that includes, but not limited to, information regarding the health and well-being of the child, the reasonable efforts that have been made since the last permanency hearing to finalize the child's permanency plan and the recommended permanency plan for the child.

- 30. PUBLIC CHARGE** means a child whose income and resources, including available parental support, are insufficient to meet the total cost of foster care, including the cost of clothing and providing for the child's special needs.
- 31. REFERRAL** means a request made by the Department that the Agency provide a service for a public charge.
- 32. PRIMARY RESOURCE PERSON** means any individual related or unrelated to a child who is determined by the Department and the Agency to be an actual or potential source of support, care or assistance for the child.
- 33. SERVICE PLAN REVIEW** means a case conference, including at least the case planner or the child's caseworker and a third party reviewer. Efforts must be made to involve the child's parent(s), unless their rights to the child have been terminated, the child's guardian(s), the child ten (10) years of age or older, unless there is a documented reason related to the current necessity of placement why the child should not be involved, the child's current foster parent, caretaker relative or pre-adoptive parent and other participants to review and develop a service plan for the case in accordance with the standards set forth in 18 NYCRR 428.9 and 430.12(c)(2). A service plan review conference is required in order to complete the comprehensive assessment and service plan and family reassessment and service plan when a child is in foster care, except that a permanency hearing satisfies the requirements for a service plan review if such permanency hearing is held and completed within six (6) months of the previous service plan review.
- 34. SUPERVISED INDEPENDENT LIVING PROGRAM** means one or more of a type of agency boarding home operated or certified by an authorized agency in accordance with 18 NYCRR Part 449 to provide a transitional experience for older foster children who, based on their circumstances, are appropriate for transition to the level of care and supervision provided in the program.
- 35. SUPERVISION SERVICES** means referral to or coordination with other appropriate available services for a child, until the child becomes twenty-one (21) years of age, when the child has been discharged to another planned living arrangement with a permanency resource as described in 18 NYCRR 430.12.

36. THIRD PARTY REVIEWER means an administrator or other person not responsible for the case management or delivery of services to a case or in the direct line of supervision for that case. The third party reviewer is a required participant in service plan reviews.

37. UNIFORM CASE RECORD means all documentation, both electronic and external, as required by 18 NYCRR Parts 428 and 466.

SECTION II - TERM OF AGREEMENT AND RENEWAL

1. The term of this Agreement is from July 1, 2014 through June 30, 2015. If the Agreement is for a period in excess of twelve (12) months, the Department must review the Agreement on at least an annual basis for verification of conformance by the Agency and is continued for subsequent periods only if the Department determines that the Agreement continues to be in the best interest of the Department.
2. The parties hereto are under no obligation to renew this Agreement or to purchase or provide any care after the expiration of the term set forth herein or any renewal thereof, except as herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six (6) months prior to the expiration of this Agreement.
3. If negotiations for a new Agreement have not been completed upon expiration of this Agreement or subsequent renewal, the parties must enter into a written interim continuation agreement covering the period until negotiations are completed and a new Agreement is executed.

SECTION III - SCOPE OF SERVICES

1. It is mutually agreed between the Department and the Agency that the Agency will provide foster care services and provide or obtain appropriate medical services in accordance with the standards prescribed by the New York State Office of Children and Family Services and as prescribed by federal and New York State laws and regulations, including, but not limited to Article 6 of the Social Services Law; 18 NYCRR Parts 427, 428, 430, 431 and 441-451; and the Program Narrative, which is attached hereto and incorporated herein as Schedule A.
2. The Agency warrants that it and its staff have all the necessary licenses, approvals and certifications currently required by the laws of any applicable municipality or local, state or federal government. The Agency further agrees to keep such required licenses, approvals and certificates in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames. The Agency shall promptly notify the Department of any enforcement action taken with respect to such license, approval or certificate and any action the Agency is taking with respect thereto. The Department agrees to thereafter notify the New York State Office of Children and Family Services of such enforcement action and Agency remediation.

3. The Department is responsible for the determination of eligibility of children for foster care through all applicable funding streams pursuant to the regulations, policies and procedures of the New York State Office of Children and Family Services and applicable federal requirements. The Department is also responsible for the determination of eligibility for federal adoption assistance, State adoption subsidy or kinship guardianship assistance in accordance with applicable federal and State standards.

4. The Department is responsible for the initial and continued authorization of Medical Assistance eligibility and verification of citizenship or qualified immigration status of children in foster care pursuant to the regulations, policies and procedures of the New York State Office of Children and Family Services, and the New York State Department of Health and applicable federal requirements. The Department is responsible for the review of the status of Medical Assistance eligibility and authorization of continuous coverage for Medical Assistance for children in foster care at the time of discharge from foster care.

5. The Agency agrees to provide foster care for children in accordance with the Program Narrative and rates of payment appended to this Agreement as Schedules A and B. These rates are to be negotiated in accordance with the regulations of the New York State Office of Children and Family Services.

6. The Agency and the Department must cooperate in collecting and entering data into the child welfare information systems (WMS, CCRS and/or CONNECTIONS) and any other statewide automated child welfare information system designated by the New York State Office of Children and Family Services in the form and manner required by the New York State Office of Children and Family Services. The Agency will provide such information to said data system as is required by the Department. The Agency, at the option of the Department, agrees to record information in WMS and CCRS, as required, until CONNECTIONS is implemented by the Department.

7. To the extent that CONNECTIONS is implemented in the district, as determined by the New York State Office of Children and Family Services, CONNECTIONS will be the system of record and the Agency must enter and maintain required child welfare information, including but not limited to, person and family information, periodic family assessment and service plans, plan amendments, and Progress Notes in CONNECTIONS. The Agency must review all current information about its cases that is recorded by other workers in the family services stage. As additional components of CONNECTIONS are implemented in the district, as determined by the New York State Office of Children and Family Services, during the duration of this Agreement, CONNECTIONS will be the system of record in regard to such components and the Agency must enter and maintain required child welfare information in CONNECTIONS.

Once CONNECTIONS is implemented in the district, the Agency may not use its own internal system in lieu of CONNECTIONS. The Agency agrees to comply with applicable statutory and regulatory standards for recording child welfare information including, but not

limited to, 18 NYCRR Parts 428 and 466.

8. The Agency must keep all CONNECTIONS equipment secure from theft and unauthorized use.

9. The Agency will not discriminate against employees, applicants for employment, or applicants for or recipients of services because of race, creed, color, national origin, gender, age, disability, marital status or sexual orientation.

10. The Department and Agency agree to provide the following in relation to each child covered by this Agreement. Department options are identified in Schedule C, which is attached hereto and incorporated into this Agreement.

A. STANDARDS RELATED TO PLACEMENT

1. Intake for Family Services

The Department, or the Agency at the option of the Department, will complete the family services intake, including but not limited to:

- a. completion of the Application for Services (DSS-2921);
- b. entry of demographic information into CONNECTIONS to create the Uniform Case Record Face Sheet;
- c. completion of all required CONNECTIONS Intake components; and
- d. performance of a person and case search to relate known persons and cases, unless the Department specifically retains this responsibility.

In the event the Agency completes the family services intake, it must submit it to the Department for acceptance within (5) [but no more than five (5)] days of taking the intake or the day upon which the child entered the Agency, whichever is earlier.

In the event that a child in the custody of the Department is placed by the court directly into the care of the Agency, or in the event a child in the custody of the New York State Office of Children and Family Services is placed directly into the care of the Agency, the Agency must complete the family services intake as described above and submit it to the Department for acceptance within (5) [but no more than five (5)] days of the day upon which the child entered that agency.

2. Opening of a Family Services Stage and Designation of Case Planner

Only the Department can open a family services stage. When the Department completes or accepts a family services intake, the Department will stage progress the family services intake to a family services stage and assign a worker role to the Agency that identifies Agency responsibilities in the family services stage.

The Department will open the family services stage and assign an Agency worker as either case planner for the family or case worker for the child at the time of the child's admission to the Agency or within (5) (but no more than five (5)) days of submission of the family services intake.

The Department will enter in CONNECTIONS the names and roles of any other case workers and service providers assigned to the case.

The provisions of this paragraph also apply to a child placed solely in the legal custody of the Commissioner of the New York State Office of Children and Family Services who is placed directly in the care of the Agency. For foster children placed solely in the legal custody of the Commissioner of the New York State Office of Children and Family Services and cared for by the Agency, the Department shall assign a role of case planner or case worker, as appropriate, in the Family Services stage to the Agency, and a role of case worker to the New York State Office of Children and Family Services within five (5) days of the family services intake. For those children in the legal custody of the Commissioner of the Department who are subsequently also placed into the legal custody of the Commissioner of the New York State Office of Children and Family Services and placed by the court in the care of the Agency, the Department shall determine and assign the case planner and the role of case worker to any other Agency staff and staff of the New York State Office of Children and Family Services, as appropriate, within five (5) days of intake. Such children shall be identified to be in the "joint custody" of the Commissioner of the Department and the Commissioner of the New York State Office of Children and Family Services.

3. Case Initiation Date (Day 1)

CONNECTIONS will calculate the Case Initiation Date (CID), in accordance with 18 NYCRR Part 428. The CID will be designated and displayed in CONNECTIONS as soon as a child protective services report is indicated, or upon worker entry of the date of application for services, date of removal/placement (depending on the category of foster care placement), or date of court-ordered services. The system will use the earliest of these dates as the CID.

4. Designation of Program Choice and Permanency Planning Goal

The Department or the Agency with designated case planning responsibility, at the option of the Department, must initially set child program choice(s) and a permanency planning goal. Where the Agency with designated case planning responsibility must initially set child program choice(s) and a permanency planning goal, the Agency with designated case planning and the Agency of the associated case worker must review and update program choice(s) and a permanency planning goal in CONNECTIONS, as appropriate, prior to opening each family assessment and service plan. The case planner, or the associated case worker at the direction of the case planner, must record programmatic eligibility for foster care placement and preventive services within each family assessment and service plan,

while the Department must determine eligibility for all applicable funding streams.

The Department will remain responsible for reviewing the child's permanency planning goal throughout the foster care episode and will make a determination as to whether the permanency plan goal for each child is appropriate and that the Agency has considered all appropriate options for discharge, including:

- a. return to parent or guardian;
- b. adoption;
- c. legal guardianship or legal custody
- d. placement with a fit and willing relative; or
- e. placement in another planned living arrangement that includes a significant connection to an adult who is willing to be a permanency resource for the child, if there is a compelling reason for determining that it is not in the best interests of the child to have any of the discharge options noted in a-d above. Another planned living arrangement includes either discharge to another planned living arrangement with a permanency resource or adult residential care.

The Department will notify the Agency with designated case planning responsibility if the Department requires a change to the permanency planning goal or if the permanency goal is modified by the court.

5. Initial Family Assessment & Service Plan

The Agency with designated case planning responsibility must complete the initial family assessment and service plan and submit it to the case manager for approval no later than ten (10) days prior to the due date of the initial family assessment and service plan. The family assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager.

The Agency of the associated case worker must complete the initial family assessment and service plan components including case update, child strength, needs and risk scales, foster care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the case planner.

Where there is a program choice of child protective, the case planner is responsible for the completion of the safety and risk assessment components of the family assessment and service plan, unless the child protective services worker/monitor is so designated by the Department. Completion of the safety and risk assessments is the responsibility of the case planner in non-protective cases.

If the Department places the child with the Agency within fifteen (15) days prior to the due date, or after the due date, of the initial family assessment and service plan, the Department will retain the role of case planner and such designated worker will complete the initial family assessment and service plan and submit it to the case manager for approval before assigning the Agency as designated case planner. A worker designated by the Agency will be assigned the role of caseworker in the interim. Where the Department case manager is also

servicing as case planner, the family assessment and service plan must be submitted to the case manager's supervisor for approval.

The provisions of this paragraph and paragraphs (6) and (7) of the section dealing with "Standards Related to Placement" also apply to a foster child solely in the legal custody of the New York State Office of Children and Family Services who is placed directly in the care of the Agency. For a foster child placed solely in the legal custody of the New York State Office of Children and Family Services and cared for by the Agency, the Agency shall submit the family assessment and service plan to both the Department and the New York State Office of Children and Family Services for approval. The Department will have the ministerial CONNECTIONS role of case manager and the New York State Office of Children and Family Services will have the programmatic and functional role of case manager over such children. For children in the "joint custody" of the Commissioner of the Department and the New York State Office of Children and Family Services, the Agency shall submit the family assessment and service plan to both the Department and the New York State Office of Children and Family Services for approval. To the extent that the child is in the legal custody of the Commissioner of the Department, the Department, in cooperation with the New York State Office of Children and Family Services, retain the programmatic and functional role of case manager for such children.

6. Comprehensive Family Assessment & Service Plan and Subsequent Reassessment Family Assessment & Service Plans

The Agency with designated case planning responsibility must complete the ninety (90)-Day comprehensive family assessment, the first family reassessment and service plan no later than two hundred and ten (210) days from the case initiation date and each six (6)-month subsequent family assessment and service for the case as long as the Agency is the designated case planner and the child remains in the care of that Agency, unless the child entered the care of the Agency within thirty (30) days prior to the date the comprehensive or reassessment family assessment and service plan is due.

If the child was previously in the care of another Agency that had case planning responsibilities, and entered the care of the Agency within thirty (30) days prior to the date the family assessment and service plan is due, the Agency with previously designated case planning responsibility must complete the family assessment and service plan for that period and reassignment of the case planner role will be delayed until after its approval. If the child was not previously in care but entered the care of the Agency within thirty (30) days prior to the date the family assessment and service plan is due, the Department will complete the family assessment and service plan for that period and delay reassigning the case planner role until after its approval.

The Agency with designated case planning responsibility must complete the appropriate family assessment and service plan and submit it to the case manager for approval no later than ten (10) days prior to the date it is due as specified in 18 NYCRR Part 428. The family assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager. The Agency of the associated case worker must complete the family assessment and service plan components including case update, child strength,

needs and risk scales, foster care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the case planner.

Where there is a program choice of child protective, the case planner is responsible for the completion of the safety and risk assessment components of the family assessment and service plan, unless the child protective services worker/monitor is so designated by the Department. Completion of the safety assessment is the responsibility of the case planner in non-protective cases.

The Department case manager will review and either approve or reject the family assessment and service plan no later than five (5) days following the submission of any family assessment and service plan.

If, after reviewing any family assessment and service plan, the Department disagrees with the assessment or the plan of services, the Department will contact the Agency with case planning responsibility within five (5) days of submission of the family assessment and service plan to discuss the area(s) of disagreement and necessary revisions. The modified family assessment and service plan, containing the revisions as agreed to by both parties, must be resubmitted by the Agency with case planning responsibility to the case manager for approval within five (5) days of the rejection of the family assessment and service plan. The assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager.

7. Plan Amendment/Status Changes

If one of the following changes in program status occurs after completion of the initial, comprehensive or reassessment family assessment and service plan, and before the subsequent family assessment and service plan can be opened on the system, a plan amendment must be completed and submitted to the case manager for approval as required by 18 NYCRR Part 428:

- a. Preventive services are started for a child;
- b. Preventive services are ended for a child;
- c. Case open to CPS;
- d. Case closed to CPS;
- e. A child is removed from his or her home and enters or reenters foster care;
- f. A child is moved from one foster care setting to another;
- g. A child is removed from his or her home and is placed in the direct custody of a relative or other suitable person pursuant to Article 10 of the Family Court Act;
- h. A child becomes legally freed for adoption;
- i. A child is discharged (trial or final) from foster care, including finalization of adoption; or

- j. At the Department's option, the Agency must complete a plan amendment for a change to the visiting plan for a child, or for any other status change the Department so delegates.

The Agency with designated case planning responsibility or the Agency of the associated case worker of the relevant child, as determined by the Department, must complete the plan amendment as appropriate in accordance with the standards set forth in 18 NYCRR 428.7. The Agency with designated case planning responsibility must submit the plan amendment. The plan amendment must be approved by the case planner's supervisor prior to its submission to the case manager.

If a status change occurs subsequent to completion of the initial family assessment and service plan, it must be documented and approved by the Department within thirty (30) days of the change, except for when a case is opened for child protective services or child protective services are ended for a case, which must be documented and approved by the social services district having case management responsibility for the case within seven (7) days of the change. Except for the status changes referenced in (E) and (G) above, any other status change that occurs at the time of, or within sixty (60) days prior to, the due date of the next family assessment and service plan, the status change may be documented and approved as part of the next family assessment and service plan. Documentation within the family assessment and service plan must include all information regarding the status change required by the New York State Office of Children and Family Services. Such documentation must be provided in the form and manner as required by the New York State Office of Children and Family Services and, where appropriate or where a child has been removed from his or her home, must include a visiting plan and an update of the service plan for the family.

Documentation of status changes, whether on the plan amendment or within the family assessment and service plan, must include all information regarding the status change required by the New York State Office of Children and Family Services and, where appropriate, include an update of the service plan for the family.

8. Progress Notes

The Agency must maintain Progress Notes as required by 18 NYCRR 428.5. Progress Notes must be recorded in CONNECTIONS. The Agency must also review all current information about its cases that is recorded by other workers in the family services stage.

9. Maintenance of Current Information

The Agency is responsible for keeping demographic and tracked child detail information regarding the child and his/her family updated in CONNECTIONS. This includes designation of primary and secondary caretakers, maintenance of the family relationship matrix, and recording of child program choice(s) and permanency planning goal.

10. CONNECTIONS/UCR

The intake, family assessment and service plan, plan amendments, service plan reviews and Progress Notes must be recorded, submitted, approved, and maintained through CONNECTIONS.

11. Provision of Client Services

When any approved family assessment and service plan identifies needed services which the Agency does not provide, the Department, upon confirmation of the need for services, will directly provide or arrange for provision of those services to the clients.

12. Legal Activities

a. 358-a Petitions

If the child enters foster care pursuant to a voluntary placement agreement executed pursuant to section 384-a of the Social Services Law or a surrender executed pursuant to section 384 of the Social Services Law, the Department is responsible for the filing of the 358-a petition for court approval of the voluntary agreement or surrender within the time frames specified in section 358-a of the Social Services Law.

b. Permanency Hearings

- i. Permanency hearings must be held in accordance with the standards set forth in the Social Services Law and the Family Court Act.
- ii. For foster children placed pursuant to Article 10 or Article 10-C of the Family Court Act, sections 384 and 384-a of the Social Services and all foster children completely freed for adoption, the following standards apply: 1) the initial permanency hearing for a child completely freed for adoption must be commenced no later than thirty (30) days after the hearing at which the child was freed and must be completed no later than thirty (30) days after commencement; 2) the initial permanency hearing for a child who is not completely freed for adoption must be commenced on the date certain established by the court that may be no later than six (6) months from the date that is sixty (60) days after the child was removed from his or her home and must be completed within thirty (30) days after commencement; and 3) all subsequent permanency hearings must be commenced on the date certain established by the court that may be no later than six (6) months from the completion of the previous permanency hearing and must be completed with thirty (30) days after commencement.

- iii. The Department shall be responsible for the completion and the submission of the permanency hearing report required in accordance with Article 10-A of the Family Court Act, unless otherwise expressly specified by this Agreement.
- iv. For foster children placed pursuant to either Article 3 or 7 of the Family Court Act who are not freed for adoption the following standards apply: 1) the initial permanency hearing must be held no later that within twelve (12) months of the date the child is considered to have entered foster care or at an earlier date as required by State law or the court (for the purposes of this Agreement, a child is considered to have entered foster care pursuant to Article 3 or 7 on the date that is sixty (60) days after the child was removed from his or her home); and 2) all subsequent permanency hearings must be held every twelve (12) months from the preceding permanency hearing or at an earlier date as required by State law or by the court. Unless otherwise specified, the Department will file the petition for a permanency hearing.
- v. For all categories of placements, the Agency agrees to provide the designated Department case manager with all requested documents determined by the Department as necessary to support a petition for a permanency hearing or the permanency hearing report, as applicable and the Agency must provide the Department with such documentation in support of the (permanency hearing/extension) petition or the permanency hearing report at least thirty (30) days prior to the date the Department must submit the permanency hearing report or file the petition with the court.

c) Section 1089 Orders

The Department or Agency in receipt of an order of disposition issued pursuant to section 1089 of the Family Court Act must notify the other of such disposition. Such notice must be provided within ten (10) days of the receipt of the court's disposition or no later than five (5) days prior to any necessary action, whichever is earlier. The Agency must comply with the dispositional decisions, unless such decisions involve an order to finalize an adoption proceeding, in which case compliance is the responsibility of the Department.

If the Department or the Agency receives an order from the Family Court pursuant to section 1089 of the Family Court Act requiring diligent efforts or an order to initiate a proceeding to legally free a child for adoption, the Department or the Agency will notify the other in writing or electronically of the order and send a copy of the order to the Department or Agency. Notification will take place within ten (10) days of the receipt of the order. Once the Agency is notified of the court order, it is the Agency's responsibility to comply with the court order through working with the child and the family in regard to the exercise of diligent efforts. It is the responsibility of the Department or the Agency, at the option of the Department, to follow through on the necessary legal aspects of

legally freeing a child for adoption.

d) Other Court Orders

The Department or Agency in receipt of any dispositional order of the court must notify the other of such disposition within ten (10) days of the receipt of the court's disposition, or no later than five (5) days prior to any necessary action, whichever is earlier. The Department will determine whether the Department or the Agency is responsible for carrying out orders of the court and so notify the Agency. The Agency must comply with any such orders so designated as their responsibility.

e) Agency Cooperation

The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of permanency goals or petitions for the extension of, or challenges to placement or in any other court proceedings where the testimony of staff of the Agency is deemed necessary by the Department. The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of a determination that reasonable efforts were made to finalize the foster child's permanency plan or to enable the foster child to return home safely.

f) Recording of Legal Activities

The Department, or the Agency at the option of the Department, must enter information regarding all filed legal petitions, court hearings and their resulting orders into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS legal functionality is implemented in the Department's district, as determined by the New York State Office of Children and Family Services, legal petitions, hearings and orders must be recorded in CONNECTIONS.

13. Registration and Photo Listing

The Agency must register and/or photo list with the New York State Adoption Service (NYSAS) any child in its care who is freed for adoption after the child enters the care of that Agency consistent with the standards and within the time frames specified by law and regulation including 18 NYCRR Part 420. If the Agency requires information from the Department for such registration and/or photo listing, it must notify the Department in writing of the information required. At the time the appropriate forms are sent to NYSAS, copies of the forms must also be sent to the Department.

The Agency must register with NYSAS any person who has applied to adopt a handicapped or hard to place child in accordance with the standards set forth in section 372-b(2-a) of the Social Services Law and 18 NYCRR Part 424.

The Department, or the Agency at the option of the Department, must enter information regarding adoption activities into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS adoption functionality is implemented in the Department's district, as determined by the New York State Office of Children and Families, registration and photo listing must be recorded, maintained, submitted and approved through CONNECTIONS, as specified in Schedule C.

B. STANDARDS RELATING TO NECESSITY AND APPROPRIATENESS OF PLACEMENT

1. Necessary Activities Prior to Placement

If a child at risk of placement is unknown to the Department or is a sibling of another child who is currently in the care of the Agency, the Agency must notify the Department of an impending foster care placement within five (5) days of the identification of the child as being at risk of care so the Department can authorize the preventive services to be provided by the Agency and/or direct the Agency to locate alternative living arrangements for the child, as appropriate.

If authorized by the Department, the Agency must offer preventive services to the child and the child's family prior to the child's foster care placement and attempt to locate safe alternative living arrangements, pursuant to 18 NYCRR Section 430.10.

2. Necessity and Appropriateness of Placement

The Department will require that the Agency with designated case planning responsibility, or the Agency of the associated case worker, document sufficient assessment information as required by 18 NYCRR 430.10 and 430.11 in the family assessment and service plan to justify the placement of the child into foster care and to justify the placement of a child into a specific type or level of placement. Such assessment must address the issue of educational stability of the foster child in accordance with 18 NYCRR 430.11(C)(1)(i) with regard to the initial and each subsequent foster care placement. If the placement does not meet the standards set out in 18 NYCRR 430.11 for that specific type/level of care, the Department will so notify the Agency and request modified and updated assessment information.

3. Continued Necessity and Appropriateness of Placement

The Department will require that the decision to continue a child in a foster care setting and the decision to transfer a child to a specific type/level of placement are made pursuant to 18 NYCRR 430.10 and 430.11.

The Agency with designated case planning responsibility, or the Agency of the associated case worker, as determined by the Department, must document sufficient assessment

information as required by 18 NYCRR 430.10 and 430.11 in the family assessment and service plan to warrant the continued placement of the child in foster care. If applicable, such documentation must justify the placement of the child in a more restrictive level of care than where the child was previously placed, and/or document compliance with the continuity of environment standards set forth in 18 NYCRR Section 430.11 if a change in placement has occurred since the prior family assessment and service plan review.

The Agency also must provide, or arrange for, services that attempt to alleviate the circumstances or needs of the child or the child's family that may be causing the child's placement.

DILIGENCE OF EFFORT

1. Consistency

The Agency with designated case planning responsibility and the Agency of the associated case worker must verify and document that the service goals and tasks included in the family assessment and service plan for the child and/or family are related to the specific needs exhibited by the child and/or family which contributed to the child's eventual placement in care. The Agency must complete the family assessment and service plan for the child and/or family with supporting, relevant documentation.

2. Service Plan Review

The Agency with designated case planning responsibility, or other agency specified by the Department, must convene and hold the review panel for each service plan review in compliance with 18 NYCRR 430.12(c)(2) no earlier than sixty (60) days, but no later than ninety (90) days from the date the child was removed from his or her home, or where the child is placed in foster care pursuant to Article 3 or 7 of the Family Court Act, no earlier than sixty (60) days, but no later than ninety (90) days from the date the child was placed in foster care. The case planner or other convener is responsible for notifying the Department at least two (2) weeks prior to the scheduled review date and for inviting the case manager, and child protective services monitor if applicable, to attend the service plan review.

The Agency with designated case planning responsibility, or the Department at its option, is responsible for locating an independent third party reviewer to attend and participate at the service plan review. The Agency with designated case planning responsibility is responsible for inviting other case workers and service providers to the service plan review and obtaining their input into the service plan.

The Agency with designated case planning responsibility must make efforts to involve all required participants in the development and review of the service plan and at the case service plan review conference in compliance with 18 NYCRR 430.12(c)(2)(i)(a).

The Agency with designated case planning responsibility is responsible for inviting each participant in writing, or by electronic notice if the invitee has access to CONNECTIONS, at least two (2) weeks prior to the service plan review. The Agency must hold service plan reviews by the family assessment and services plan submission date in all cases.

A permanency hearing satisfies the requirements for a service plan review if such permanency hearing is held and completed within six (6) months of the previous service plan review.

In accordance with 18 NYCRR 430.12 (c)(2)(i)(b), when possible, the Agency with designated case planning responsibility representative must, no later than thirty (30) days after the date of the service plan review, make face-to-face contact with the invited participants who were unable to attend the service plan review. At the face-to-face contact, the Agency must provide the participants with the information required by 18 NYCRR 430.12 (c)(2)(i)(b).

If the face-to-face contact is not possible, the Agency must send the invited participants a letter informing them that the service plan review was held and that a copy of the service plan and all other information required by 18 NYCRR 430.1(c)(2)(i)(b) will be made available to them upon request, provided, however, a copy of the service plan must be given to the child's parent(s).

The Agency must document in CONNECTIONS that each of the above requirements has been met.

3. Case Consultation

The Agency with designated case planning responsibility, or other specified agency at the option of the Department, must satisfy the case consultation requirements set forth in 18 NYCRR 428.9 for each child defined in section 1087 of the Family Court Act in preparation for each permanency hearing held in accordance with Article 10-A of the Family Court Act, including those where the permanency hearing will satisfy the requirement for the service plan review.

The case consultation must be conducted no earlier than sixty (60) days, prior to the date certain of the permanency hearing and must be completed with sufficient time to finalize and submit the permanency hearing report at least fourteen (14) days before the date certain for the permanency hearing.

The Agency with designated case planning responsibility, or other agency specified by the Department, must comply with the standards relating to participation, purpose and documentation of the case consultation process, as set forth in 18 NYCRR 428.9(b)-(c).

4. Casework Contacts

The Agency with designated case planning responsibility and the Agency of the associated case worker must maintain casework contacts with the child, the child's current foster care caretaker (or provider) and the child's parent or relative once the child enters the Agency's care. Casework contacts must be provided in accordance with 18 NYCRR 430.12(c)(3) and 441.21.

The Department has the option, on a case-by-case basis, to continue to provide case planning services and make casework contacts with the family. If the Department chooses to exercise this option, it will notify the Agency at the time the case is referred to the Agency and the Agency will be assigned the role of case worker.

5. Visitation

The Agency with designated case planning responsibility and where there is one or more children placed in an Agency other than the Agency with case planning responsibility, the Agency of the case worker associated with the child will be responsible for facilitating visitation between the child and the child's parent and/or sibling(s), as required by 18 NYCRR 430.12(d)(1) and 431.10(e).

The Department has the option on a case-by-case basis to continue to provide services to the parents, siblings or relatives and to maintain the responsibility for facilitating the parent-child visitation. If the Department chooses to exercise these options, the Department will so notify the Agency no later than ten (10) days after the child's admission to the Agency.

6. Time in Foster Care

If the child has a permanency planning goal of return to parents or relatives, the Department is responsible for reviewing the child's placement and court related information in CONNECTIONS and/or CCRS to take required actions under federal and New York State statute and regulation, including but not limited to, those requirements relating to permanency planning and/or the filing of a petition to terminate parental rights, as set forth in section 384-b(3)(l) of the Social Services Law and 18 NYCRR 430.12(e) and 431.9.

The Department will notify the Agency to review the case to determine if preventive services could aid in the discharge of the child, and to make a recommendation to the Department. If preventive services are authorized by the Department and cannot be provided by the Agency, the Department will notify the Agency regarding which specific agency is to provide such services.

7. Unplanned Termination

Termination of Placement - The Agency must give the Department a minimum of a fifteen (15) days prior written notice of its intention to request the removal of a child in the Agency's care. Should termination of placement be necessary for any reason for a child specifically placed with the Agency by court order, the Department will seek termination or modification of the placement order in the appropriate Family Court.

At the point that the Agency can no longer provide for a child at the appropriate type and level of placement needed by the child within its own facilities, the Agency must notify the Department. The Department will thereafter conduct a diligent search of potential placement resources appropriate for the child within New York State, refer the child to any appropriate identified resource, and provide updates to the Agency. At the point the search has been exhausted, a conference will be held by the Department case manager with the Agency. Following such conference, a notice of termination of placement with the Agency may be given by the Agency to the Department pursuant to the agreements reached at the conference.

D. DISCHARGE TO ADOPTION/KINSHIP GUARDIANSHIP

1. Placement in Adoptive Home

If the child has a permanency planning goal of discharge to adoption, the Agency, at the option of the Department, will locate an appropriate adoptive home for the child and place the child in such home with the knowledge and consent of the Department within the time frames set forth in 18 NYCRR 430.12(e). The Agency must not delay or deny placement of a child freed for adoption with otherwise suitable approved adoptive parents on the basis that the approved adoptive parents reside in a state or county different from that of the authorized agency with custody and guardianship of the child. The Agency agrees to comply with the standards forth in the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382), as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188) relating to the placement of children in foster care and adoption.

2. Finalization of Adoption

- a. If the permanency plan for the child is adoption or placement in a permanent home other than that of the child's parent and the Agency is an approved adoption agency, the Agency must document in Progress Notes and in the family assessment and service plan, the steps taken to find an adoptive family or other permanent living arrangement for the child; to place the child directly or through another authorized agency with an adoptive family, a fit and willing relative, a legal guardian/legal custodian, including through a kinship guardianship arrangement or in another planned permanent living arrangement; and to finalize the adoption or legal guardianship/legal custody. At a minimum, such documentation must include child specific recruitment efforts such as the use of state, regional, and national adoption exchanges including electronic exchange systems. Such documentation must reflect reasonable efforts to place the child in a timely manner and to finalize the placement of the child.
- b. If an Agency is not an approved adoption agency, and the Department will conduct the adoption home study for the Agency foster parent. The Agency must make every effort to provide the Department with all documents necessary for approval of the foster home as an adoptive home, including, but not limited to recent medical records, criminal history record summaries, Statewide Central Register data base checks, the Justice Center for the Protection of People with Special Needs category one

substantiated findings checks as set forth in section 495 of the Social Services Law, home study documentation, child social summary, and agency caseworker recommendations.

- c. The Agency must provide information regarding the adoption subsidy and non-recurring adoption expenses programs to foster parent(s) and prospective adoptive parent(s) upon request and at the time a proceeding to free the child for adoption has been commenced or a child is identified to prospective adoptive parent(s), in accordance with 18 NYCRR 421.24 (b). At the time of an adoptive placement, the Agency must provide an adoption subsidy and non-recurring adoption expenses agreement to any person(s) who desires to apply for an adoption subsidy and must send the completed subsidy and non-recurring adoptions expenses agreement and all relevant agency documentation to the Department for final approval within fifteen (15) days of receipt of the completed subsidy agreement. The Department, if authorized, will approve or reject the adoption subsidy and non-recurring adoption expenses agreement within thirty (30) days of its submission, or if the Department is not authorized, will send it to NYSAS for final approval.
- d. The Agency, or the Department at its option, must enter information regarding all adoption activities into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS adoption functionality is implemented in the Department's district, as determined by the New York State Office of Children and Family Services, adoption activities must be recorded, submitted and approved in CONNECTIONS.

3. Kinship Guardianship Assistance

Where the foster child is placed with a relative foster parent and the foster child's permanency plan is placement with such relative with the receipt of kinship guardianship assistance payments, the Agency must comply with the case documentation requirements set forth in 18 NYCRR 428.5(c)(12).

E. DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE

1. Setting of Goal

The goal of 'Place in another planned living arrangement with a permanency resource' may be set in accordance with the requirements of 18 NYCRR 430.12(f).

2. Preparation for Discharge

The Agency is responsible for assessing the life skills of all foster children fourteen (14) years and older at least every six (6) months and documenting within the family assessment and service plan, the child's progress toward attaining each life skill outcome.

The Department, or the Agency at the option of the Department, must provide, or arrange for the provision of, life skills services to all foster children fourteen (14) years of age and older, regardless of the child's permanency planning goal.

The Department, or the Agency at the option of the Department, must require that foster children fourteen (14) years of age and older participate directly in designing their own program activities to prepare them for discharge and that the child accept personal responsibility for satisfying his or her part of the program.

The Agency must document the type of service and/or instruction provided, and the provider of the service/instruction in the case record, consistent with 18 NYCRR Parts 428 and 430.

The Department, or the Agency if authorized by the Department, must issue monthly stipend payments to each foster child sixteen (16) years of age or older with a permanency planning goal of discharge to another planned living arrangement with a permanency resource or deemed to have a goal of discharge to another planned living arrangement with a permanency resource and who is actively participating in life skills services according to his/her service plan in conformance with 18 NYCRR 430.12(f)(2)(i)(b). The Department will provide or arrange for the provision of a monthly stipend payment to each eligible child.

The Department, or the Agency at the option of the Department, must identify any persons, services and agencies which will help the child maintain and support himself / herself in the community, and must assist the child to establish contact with such agencies, service providers and persons and prepare the child to use such community resources.

The Department, or the Agency at the option of the Department, must provide for regular and continuous exploration and development of permanency alternatives for all foster children over fourteen (14) years of age, including foster children over fourteen (14) who have previously refused adoption. The Department, or the Agency at the option of the Department, must document the specific efforts to identify and nurture a permanent family connection or other adult permanency resource who is determined to be an appropriate and acceptable resource for the child and is committed to providing emotional support, advice and guidance to the child and to assist the child as the child makes the transition from foster care to responsible adulthood.

The Department, or the Agency at the option of the Department, is responsible for providing a written notice of discharge to the child at least ninety (90) days prior to the child's discharge in accordance with 18 NYCRR 430.12 (f).

At the time of the Ninety (90) Day Notice, the Department or the Agency, as determined by the Department, must address the following issues related to the child's safety, permanency, and well-being upon discharge:

- a. appropriate housing that is expected to be available for at least 12 months from the date of discharge is secured;
- b. the child has a sufficient source of income;
- c. medical coverage is available to the child upon discharge for preventive health care and identified physical, mental, dental health and prescription needs;
- d. medical assistance coverage for the child will continue uninterrupted until a final determination that the child is ineligible has been made, with notice to the child of the final determination and of the right to a fair hearing to contest the determination;
- e. arrangements have been made for the child to receive essential documents such as birth certificate, social security card, medical records, and education records at the time of discharge;
- f. an adult permanency resource is available or is being sought to provide emotional support/advice/guidance upon the child's discharge;
- g. any safety concerns related to the child's discharge from foster care are being addressed; arrangements have been made with service providers for services that the child will need upon discharge; and
- h. the child has been advised of the services that will be available to him/her upon discharge from foster care until he/she attains the age of twenty-one (21).

The information regarding these issues must be updated at the time of trial discharge, and again, at final discharge. The Department or the Agency, as determined by the Department, is responsible for documenting the above information in a plan amendment or family assessment and service plan.

3. Trial Discharge

The Department or the Agency at the option of the Department and at a rate that is applicable with the provision of trial discharge/aftercare services, must provide trial discharge/aftercare services, as required in 18 NYCRR 430.12(f)(4)(i)(a), including casework contacts, to every child discharged to another planned living arrangement with a permanency resource and every child deemed to have been discharged to another planned living arrangement with a permanency resource for at least six (6) months after discharge. The child will remain in the custody of the Department during the entire period of trial discharge. Trial discharge may continue at the discretion of the Department up to the age of twenty-one (21) if the reassessment and service plan review indicates either the need for continued custody or a likelihood that the child may need to return to foster care. Face-to-face contacts during the trial discharge period must occur at the same frequency as required prior to the child being placed on a trial discharge status.

In the event the child becomes homeless during the period of trial discharge, the Department will assist the child to obtain safe and stable housing. Such housing must reasonably be expected to remain available to the child for at least the first twelve (12) months after the date of discharge. If appropriate housing is not available within thirty (30) days of the date the child becomes homeless, the Department must place the child in a suitable foster family boarding home, agency boarding home, group home or institution. These provisions

regarding trial discharge do not apply where a court order terminates the Department's custody of the child or where the child reaches the age of twenty-one (21).

4. Post-Discharge

The Department, or Agency at the option of the Department, must provide supervision until the child reaches twenty-one (21) years of age after the Department's custody has been terminated where the child has been discharged to another planned living arrangement with a permanency resource, deemed to have a goal of another planned living arrangement with a permanency resource, or had remained in foster care until the age of 18 or older. During the period of supervision, the Department will be responsible for providing or arranging for financial, housing, counseling, employment, education, medical and other appropriate supports and services as needed, and follow-up efforts. At the time custody of the child is terminated, the Department will advise the child in writing about how to obtain assistance, if needed, upon his or her discharge from foster care.

F. DISCHARGE TO ADULT RESIDENTIAL CARE

The goal of discharge to adult residential care may be set in accordance with the requirements of 18 NYCRR 430.10(c)(5) and 430.12 (g)(1)(i). The Department will review the decision to set that permanency goal in order to determine if there is compliance with the above regulatory standards.

The Agency must document compliance with the standards for setting the permanency goal. The Agency must plan for the discharge of the child as required in 18 NYCRR 430.12(g)(2) and, as applicable, 18 NYCRR 441.14 concerning additional requirements applicable to handicapped children in foster care who attain the age of 18.

G. PREVENTIVE SERVICES

The Department will make the initial decision to authorize mandated preventive services, as well as the decision to reauthorize the case as a mandated preventive services case, in compliance with the client programmatic eligibility standards presented in 18 NYCRR Section 430.9.

The Agency with designated case planning responsibility or the Agency of the associated case worker, as determined by the Department, must document initial and continuing client programmatic eligibility for mandated preventive services within each family assessment and service plan. The Department will review programmatic eligibility documentation in CONNECTIONS.

For those cases involving more than one service provider, the Department, through its case management responsibility, will assign a specific party as the case planner and the remaining providers as case workers.

H. THE AGENCY AGREES TO PROVIDE THE FOLLOWING IN RELATION TO EACH CHILD COVERED BY THIS AGREEMENT:

1. Care of the child in compliance with 18 NYCRR Parts 441 – 451, as applicable.
2. Intake

Utilizing the referral summary information provided by the Department, the Agency must determine whether the services it provides are appropriate to meet the needs of the child being referred. The Agency has (30) days (but no more than thirty (30) days) from the initial referral of the child to make this determination and notify the Department.

3. Clothing

Upon placement, clothing needs of a child must be inventoried by the Agency. Any clothing needs identified must be purchased by the Agency. The Department will authorize allowances to buy necessary clothing and special allowances to buy additional clothing consistent with 18 NYCRR 427.16. The Agency must furnish all replacement clothing as needed during the child's placement and consistent with 18 NYCRR 427.16(a)(4). The Agency must furnish at the time of discharge a basic season-appropriate outfit. Upon discharge, the child is to take with him or her all of his or her possessions and clothing.

4. Medical Services

The Agency is responsible for providing or obtaining necessary and appropriate medical services for any foster child in its care. The Agency must comply with the standards set forth in 18 NYCRR 441.22 regarding health and medical services for foster children.

The Agency must transmit to the Department documentation necessary to establish citizenship or qualified immigration status in order to authorize categorical Medical Assistance eligibility for a child in foster care. The Agency must record required information in CONNECTIONS upon implementation of Build 19, as determined by the New York State Office of Children and Family Services. Responsibility for authorization and reauthorization for Medical Assistance remains with the Department.

The Agency agrees to comply with the requirements set forth in 18 NYCRR 357.3(b) relating to the dissemination of the comprehensive health history of a foster child. The Agency must provide the comprehensive health history to the Department and/or appropriate authorized agency within seven (7) days of the request. The Agency must record required health and medical information in CONNECTIONS upon Build 19 implementation.

The parties agree that nothing in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) prevents the Agency from sharing protected health information on foster children cared for by the Agency with the Department, OCFS or documenting such information in CONNECTIONS.

5. Notification of Death, Injury or Illness

The Agency must immediately notify the Department whenever a child in its care has suffered an injury, accident or illness which requires emergency medical treatment at a hospital on either an inpatient or outpatient basis, and whenever a child in its care has died, and to provide an autopsy report, if such reports exists. The Agency must also comply with the reporting requirements set forth in 18 NYCRR 441.7(c) in regard to the New York State Office of Children and Family Services and the death or injury of foster children in its care.

The Agency must immediately notify the New York State Justice Center for the Protection of People with Special Needs, in a form and manner prescribed by the Justice Center, whenever a child placed in accordance with this Agreement dies while being cared for in an agency boarding home, supervised independent living program, group home, group residence or institution operated by the Agency.

The Agency, in accordance with 18NYCRR 441.22(p), must notify the New York State Office of Children and Family Services and the local health department if a foster child is discovered to have an elevated blood lead level. The Agency must also provide such notice to the Department.

With respect to a child placed outside of the State of New York in accordance with this Agreement, the Agency agrees to immediately notify the New York State Justice Center for the Protection of People with Special Needs, in a form and manner prescribed by the Justice Center, whenever a child in its care has suffered an injury, accident or illness which requires emergency medical treatment at a hospital on either an inpatient or outpatient basis, and whenever such a child has died, and to provide an autopsy report, if such report exists.

6. Confidential HIV - Related Information

The Department and the Agency agree to comply with the requirements of 18 NYCRR 431.7(a) to formulate and implement a written management plan to protect health history information related to an individual who has been diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) or a Human Immunodeficiency Virus (HIV)-related illness or a HIV infection or laboratory tests performed on an individual for HIV-related illness.

The Agency agrees to require that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with 18 NYCRR 431.7 and section 2782 of the Public Health Law, are fully informed of the penalties and fines for redisclosure in violation of New York State law and regulation.

The Agency and the Department will require that any disclosure of confidential HIV-related information must be accompanied by a written statement which includes the following or substantially similar language:

“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.”

7. Absent Without Consent

The Agency must notify the Department as immediately as practical, but in no circumstance later than twenty-four (24) hours after the absence, when a child is absent without consent and must follow the requirements as set forth in 18 NYCRR 431.8. The Department or the Agency, as determined by the Department, must provide written notice to the Family Court that placed the child into foster care of the child’s absence without consent within forty-eight (48) hours of the reported absence.

8. Education Program

The Department will not reimburse the Agency for any educational costs for a child placed in a group home, agency boarding home, or foster boarding home. These children must be enrolled in the public school educational program, unless another educational option is detailed in the child’s family assessment and service plan. The Agency must record required education information in CONNECTIONS upon Build 19 implementation. The Agency will comply with the standards set forth in 18 NYCRR 441.13 regarding education of foster children in its care.

9. Summer Education Program

The Department will not reimburse the Agency for summer school tuition costs unless the Agency receives the Department’s prior authorization for such costs and the need for the summer program is detailed in the child’s family assessment and service plan.

10. Education Tuition Reimbursement

Children placed in child care institutions must be educated in the least restrictive educational program, based on an evaluative process defined by the rules and regulations of the New York State Education Department, and tuition reimbursement for such a child will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.

11. Removals

Removals from a foster family boarding home will be made in accordance with the requirements of section 400 of the Social Services Law and 18 NYCRR 443.5. The Agency must provide the required written notice to the foster parent(s).

12. Child Abuse and Maltreatment

The Agency agrees to comply with the provisions governing the reporting of suspected cases of child abuse or maltreatment, as set forth in sections 413-416 and 418 and 490-492 of the Social Services Law, and the requirements for Statewide Central Register data base checks as set forth in section 424-a of the Social Services Law and for Justice Center for the Protection of People with Special Needs category one substantiated findings checks as set forth in section 495 of the Social Services Law.

The Agency agrees to promptly notify the Department of any report of suspected child abuse or maltreatment occurring in the program regarding any child placed by the Department with the Agency, to notify the Department of the actions taken the Agency in regard to the report and to confirm that, to the extent authorized by law, the parents of the child who is the alleged victim of such abuse or maltreatment will be notified by the appropriate investigative agency of such report.

With respect to a child placed outside of the State of New York in accordance with this Agreement, the Agency agrees to comply with the following requirements relating to the Justice Center for the Protection of People with Special Needs:

a. Reporting of Abuse and Neglect

In addition to complying with any applicable reporting requirements in the state in which the Agency or facility is located, the Agency agrees to immediately notify the New York State Justice Center for the Protection of People with Special Needs, the New York State Office of Children and Family Services and the Department of any allegation of abuse or neglect, as defined in section 488(1)(a)-(h) of the Social Services Law, involving a child placed in accordance with this Agreement as required by section 490(5) of the Social Services Law.

b. Procedure for Reporting

The Agency further agrees that all reportable incidents of abuse and neglect, as defined in section 488(1)(a)-(h) of the Social Services Law, and all reportable incidents of injury or illness or death indicated in paragraph 5 on page 29 of this Agreement shall be submitted to the New York State Justice Center for the Protection of People with Special Needs. For notifications and reporting to the Justice Center for the Protection of People with Special Needs related to deaths, injuries or accidents and all allegations of abuse and neglect, required submissions shall be to the Justice Center 24 hour toll free number:

(855) 373-2122 Suspected Abuse/Neglect Reporting Number

(855) 373-2123 TTY

(855)-373-2124 Reporting Death

c. Cooperation

The Agency further agrees to cooperate with any investigation conducted by the New York State Justice Center for the Protection of People with Special Needs. The Agency further agrees to cooperate with any investigation conducted by a state agency or other entity

authorized or required to investigate complaints of abuse or neglect under the laws of the state in which the facility is located and further agrees that the findings of such investigation shall be forwarded to the New York State Justice Center for the Protection of People with Special Needs and each placing entity or funding agency in New York State within 90 days of the complaint of abuse or neglect, or if the investigation is not completed within 90 days, then notification of the status, any interim findings and expected date of completion must be provided during that time period, and the final findings shall be submitted as soon thereafter as possible.

The Agency agrees to submit periodic reports of all allegations of abuse and neglect regarding children from New York State to the Justice Center for the Protection of People with Special Needs in the form and manner requested by the Justice Center.

d. Access

The Agency agrees to provide the New York State Justice Center for the Protection of People with Special Needs with access at any and all times to any residential school, facility or provider agency, and consistent with federal law, to any books, records, logs, progress notes and data pertaining to such residential school, facility or provider agency regarding any child placed in accordance with this Agreement and any other information deemed necessary for the carrying out the Justice Center's functions, powers and duties.

e. Failure to Comply

Failure by the Agency to comply with the requirements delineated above shall be grounds for the termination of this Agreement.

13. Certification and Approval of Foster and Adoptive Parents

The Agency agrees to comply with all certification and approval requirements for foster parents set forth in 18 NYCRR Part 443 and all approval requirements for adoptive parents set forth in 18 NYCRR Part 421. This includes, but is not limited to criminal history record reviews, State Central Register data base checks, Justice Center for the Protection of People with Special Needs category one substantiated findings checks as set forth in section 495 of the Social Services Law, and required medical exams for foster/adoptive parents and their family members. The Agency agrees that children will not be placed in any foster or adoptive home unless applicable requirements for certification, or approval, including emergency approval or certification, have been met.

14. Travel Expenses

If a transportation expense for home visits is not included in the board rate, the Department will authorize transportation in accordance with the visitation plan component of the child's family assessment and service plan.

If a transportation expense for home visits is included in the board rate, the Agency is responsible for transportation expenses if the destination is within fifty (50) miles of the facility. If the destination is more than fifty (50) miles from the facility, the Department is

responsible for transportation costs, including the first fifty (50) miles.

15. Transition plan

Where directed to do so by the Department, the Agency agrees to develop a transition plan for foster children who will remain in care on or after 18 years of age in accordance with the standards set forth in 18 NYCRR 430.12(j).

16. Consumer report

Where directed to do so by the Department, the Agency agrees to provide or arrange for the provision of the consumer report of a foster child who has attained 16 years of age and annually thereafter in accordance with the standards set forth in 18 NYCRR 430.12(k) until such child is discharged from foster care.

17. Criminal History Record Checks

The Agency agrees to complete criminal history records checks as required by section 378-a of the Social Services Law and applicable State regulations.

I. CLOSING A FAMILY SERVICES STAGE

The Department has sole responsibility for closing the family services stage.

SECTION IV – FAIR HEARINGS

Pursuant to 18 NYCRR Part 358, the Department will notify eligible applicants for, or recipients of, services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or the failure of the Department to act upon an application within the appropriate time frames. The Department also will inform applicants for or recipients of preventive, adoption services or kinship guardianship assistance how to make and submit a fair hearing request. The Department will provide the Agency with copies of the fair hearing decision it receives from the State of New York. The Agency, upon the request of the Department, must participate in fair hearings and any appeals thereof as witnesses when necessary for a determination of the issues.

SECTION V – REIMBURSEMENT

The Agency agrees that payment by the Department is contingent upon the Agency submitting an appropriate claim form, which has been approved by the Department, to the person designated by the Department certifying the satisfactory completion of the Agency's performance and setting forth the payment to be made.

The Department agrees to pay to the Agency, on a monthly basis, within thirty (30) days of

receipt of a billing statement, an amount equal to the applicable per diem rate(s) set forth in Schedule A, multiplied by each day of care actually provided by the Agency for each public charge placed with it, in accordance with this Agreement; provided, however, payment is not to be made for a child when the child is absent from the Agency for reasons other than those set forth in 18 NYCRR 628.3 and as defined by the New York State Office of Children and Family Services in the Standards of Payment Manual, Chapter 10, Section F. Payment will not be made to the Agency for the day the child is discharged from foster care.

A per diem dollar amount for each of the program types such as foster boarding home, agency boarding home, group home and institution must be specified in Schedule A which is attached hereto and which is incorporated with this Agreement. When the negotiated per diem rate exceeds the State established Maximum State Aid Rate (hereinafter MSAR), the MSAR will be used for purposes of State and federal reimbursement. Such per diem dollar amount shall be subject to the standards set forth in section 398-a of the Social Services Law and 18 NYCRR Part 427.

The medical per diem rate(s) established by the New York State Department of Health constitutes the daily rate established to be paid to the Agency for health expenses and provision of health services to a foster child, with some specified exceptions. The medical per diem rate(s) must be set forth in Schedule B.

The applicable tuition rate for the appropriate educational services for children placed in child care institutions will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.

The anticipated total cost of the Agreement is an estimate and serves as the limit of obligation under this Agreement. Should it appear that the anticipated total cost may be exceeded, an amendment to the Agreement must be executed. The anticipated total cost serves only as an upper limit and in no way obligates the Department to purchase child foster care services, maintenance, medical and education costs up to this amount. The anticipated total cost can be based upon experience during the past Agreement year modified by the anticipated experience during the new Agreement period. This amount includes the estimated cost of maintenance, social services, medical and education costs to the Department.

The total cost of this Agreement may not exceed \$3,000,000.

SECTION VI – GENERAL RESPONSIBILITIES FOR PARTIES

The Agency has the responsibility in accordance with this Agreement and with applicable New York State Office of Children and Family Services' regulations for the day-to-day provision of foster care services for each child placed with the Agency. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.

The Agency must maintain sufficient staff, facilities and equipment, in full compliance with all applicable regulations of the New York State Office of Children and Family Services in order to provide the services set forth in Schedule A of this Agreement.

The Agency agrees to provide the services described in Schedule A of this Agreement at the principal location listed in Schedule A of this Agreement and agrees to provide the Department with written notification of the location(s) of any additional support services that are provided outside of the aforementioned address(s) in conjunction with the applicable child service plan.

The Department agrees to notify the Agency of the identity of the person(s) assigned case management responsibility for each child receiving foster care services from the Agency.

The Department agrees to notify the Agency of the identity of the person(s) assigned as the child protective services monitor for the child protective services recipients receiving foster care services from the Agency.

The Department will determine, during the initial client eligibility process, the availability of any third party insurance resources upon placement of the child into foster care. Such process must be conducted pursuant to the Child Welfare Eligibility Manual issued by the New York State Office of Children and Family Services. When such resources are determined to be available, the Department agrees to properly code each case and provide the Agency with as much information as is available.

The Department each month will provide the Agency with a roster of the children in the Department's custody placed with the Agency. This roster will also provide information on third party health insurance through the placement of a code in the column named "Other Insurance." The Agency must pursue all third party health insurance available to children in its care. If the Agency contracts with a health care provider, it must require that the provider makes diligent efforts to determine if the foster children have third party coverage, and must attempt to utilize such coverage when applicable.

SECTION VII - BOOKS, RECORDS AND REPORTS

All case specific information contained in the Agency's files must be held confidential by the Department and the Agency pursuant to the applicable provisions of the State law and any regulations promulgated there-under, including, but not limited to, sections 372 and 422 of the Social Services Law, section 2782 of the Public Health Law, and 18 NYCRR Parts 357, 423, 428, 431 and 466, as well as all applicable federal laws and regulations, including but not limited to, the Civil Rights Act of 1964. Such information must not be disclosed except as authorized by law and unauthorized disclosure may result in criminal and/or civil penalties (see section 422 (12) of the Social Services Law).

The records of individual recipients of services maintained by the Agency must be made

available to the Department and New York State Office of Children and Family Services upon request, in a form, the manner and time as required by the Department or the New York State Office of Children and Family Services.

The Department and the Agency agree to comply with statutory and regulatory standards relating to disclosure of foster care information to birth parents of foster children, foster parents, pre-adoptive and adoptive parents and to current and former foster children to the extent authorized by law, including but not limited to, sections 373-a and 409-e of the Social Services Law and 18 NYCRR 357.3 and 428.8.

The Department or the Agency may release foster care information to a person, agency, or organization for purposes of a bona fide research project. Identifying information may not be made available unless it is absolutely essential to the research purpose and prior written approval has been issued by the New York State Office of Children and Family Services. Anyone given access to such information may not re-disclose such information except as otherwise permitted by law.

The Agency agrees to maintain financial books, records, and necessary supporting documents as required by the New York State Office of Children and Family Services. The Agency must use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Agency agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at the times prescribed by and on forms supplied by the New York State Office of Children and Family Services.

Such financial and statistical records are subject to inspection, review, excerpts, transcription or audit by authorized county, State and/or federal personnel.

The Agency and its subcontractor(s) agree to retain all books, records and other documents relevant to this Agreement for six (6) years after the Agency receives final payment for the services to which they relate, during which time authorized county, State and/or federal auditors will be provided with full access to and the right to examine the same. In addition, the Agency and its subcontractor(s), must make available, upon written request, this Agreement, and books, documents, papers and records of the Agency or subcontractor(s) that are necessary to certify the nature and extent of such costs involved, to the Secretary of the United States Department of Health and Human Services, or upon request, to the New York State Office of the State Comptroller, New York Attorney General's Office, or any of their duly authorized representatives.

SECTION VIII - ACCOUNTABILITY

The Department will establish methods to evaluate the provision of foster care services by the Agency pursuant to this Agreement. All provisions of this Section are to be interpreted consistent with New York State law and applicable regulations. In implementing the

foregoing, the Agency recognizes that the Commissioner of the Department, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his or her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Agency with regard to the foster care services provided to the children referred hereunder.

The Agency agrees that program and/or facility review pertaining to the delivery of foster care services under this Agreement 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. Such reviews may include, but not be limited to, meetings with recipients of services, review of the uniform case records including, but not limited to, all information in the CONNECTIONS case records, review of service policy and procedural issues, review of staffing and job descriptions, and meetings with staff directly or indirectly involved in the provision of foster care services.

The Department will conduct a contract review with the Agency at least twice a year to discuss the Agency's services purchased by the Department. This review will include, but not be limited to, such items as frequency of contact and planning with families and significant others of foster children, scope of service plans and of achieving the goals stated therein, compliance with the State and federal laws, and the extent to which special mental health, remedial, tutorial and vocational services were provided after the Agency and the Department determined these services were necessary. These semi-annual contract reviews will include determination of the Agency's compliance with this Agreement.

If the Agency violates this Agreement, the Department may, after due written notice, take such actions or invoke such sanctions under this Agreement and any applicable regulations issued by the New York State Office of Children and Family Services, as it deems necessary.

The Agency must not make any subcontract for the performance of this Agreement without the 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 is void without the prior written approval of the Department. All authorized subcontractors are subject to federal and State requirements governing purchase of services contracts including, but not limited to, 18 NYCRR Part 405. The Agency is responsible for the performance of all subcontractor(s).

The Agency covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor will they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Agency's performance of this Agreement. The names and addresses of the members of the Board of Directors of the Agency is to be annexed to this Agreement.

SECTION IX – COMPLIANCE WITH LAW

The Agency represents and agrees to comply with all applicable federal laws, including, but not limited to, 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, the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382) as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188), the Indian Child Welfare Act of 1978 (P.L. 95-608) and Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable federal regulations contained in 28 CFR Part 41; 45 CFR Parts 74, 84, 93; 1355 and 1356.

The Agency, its subcontractors, and the Department agree to execute and comply with Appendix A, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; Appendix B, Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, from the Code of Federal Regulations; Appendix C, Certification Regarding a Drug-Free Workplace; Appendix D, Appendix E and Addendum attached hereto.

In addition, if the total cost of this agreement is in excess of \$100,000, the Agency must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

If the Agency expends \$500,000 or more in a year in federal funds from all sources, audits must be conducted as required by OMB Circular A-133.

SECTION X – TERMINATION OF AGREEMENT

The Agreement may be terminated by the mutual written agreement of the contracting parties.

The Agreement may be terminated by the Department, for cause, upon the failure to the Agency to comply with the terms and conditions of this Agreement, including the attachments hereto. The Department will give the Agency written notice specifying the Agency's failure.

In addition to the termination provisions set forth above, the Department has the right to terminate this Agreement, in whole or in part, if the Agency has failed, at any time, to comply with any applicable federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Agency, required by federal, state or local government is revoked, not renewed, or otherwise not in full force or effect, or in the event that the Agency fails to secure a new such license, approval or certification during the term of this Agreement, if required.

Notice of termination will be given in writing specifying the reasons for termination and the effective date of termination. Such written notice will be delivered via registered or certified

mail with return receipt requested or will be delivered by hand with receipt provided by the Agency. The Agency agrees not to incur any new obligations or to claim any expenses incurred after the effective date of the termination. The effective date of termination is not to be less than thirty (30) days from the date of notice, unless substantial breach of contract is involved, in which case the effective date of termination may be immediate effective on delivery of the termination notice. In any event, the effective date of termination will not be later than the Agreement expiration date.

Upon termination or upon expiration of the term of this Agreement, the Department will arrange for the transfer to another Agency of all children covered by this Agreement then serviced by the Agency.

The Agency must comply with all Department close-out procedures, including but not limited to: accounting for and refunding to the Department within (6) months any overpayments which have been paid to the Agency pursuant to this Agreement; not incurring or paying any further obligation under this Agreement beyond the termination date; transmitting to the Department or its designee, on written request, copies of all books, records, papers, documents and materials pertaining to the financial details of any services provided under the terms of this Agreement; and transmitting to the Department or its designee, on written request, copies of all case-specific information and documentation concerning children in the care of the Agency. The Agency must comply with all close out procedures of the New York State Office of Children and Family Services regarding foster care facilities as set forth in 18 NYCRR 476.2, and regarding foster boarding home programs, including but not limited to, the requirement to provide ninety (90) day written advance notice of the proposed closure of an foster care facility or program. The Agency must also comply with the requirements set forth in 18 NYCRR 441.7(f) regarding the proper transfer of case records and the submission of a timely plan relating thereto to the New York State Office of Children and Family Services.

SECTION XI – INDEMNIFICATION AND INSURANCE

The Department and the Agency agree that the Agency is an independent contractor and is not an employee of the Department or the State of New York. The Agency agrees to defend and indemnify the Department, Oneida County and the State of New York for any loss the Department, or the State of New York may suffer if such losses result from the claims of any person or organization (excepting only the Department) injured by the negligent acts or omissions of the Agency, its officers and/or its employees or subcontractor(s). Furthermore, the Agency agrees to indemnify, defend, and save harmless the State of New York, Oneida County and the Department, and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other persons, firm, or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Agency in the performance of this Agreement, and against any liability,

including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use or disposition of any data furnished under this Agreement, or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

The Agency further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Agency's insurance company, agent or broker.

The completed and signed Insurance Certificate is subject to approval by the Oneida County Department of Law and upon approval will be attached to this Agreement and become a part hereof.

The Agency further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Agency from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Agency fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

IN WITNESS HEREOF:

The parties hereto have executed this agreement as of the day and year first above written.

Oneida County Department of Social Services

By: _____
Lucille A. Soldato, Commissioner

Date

By: _____
Anthony J. Picente Jr., County Executive

Date

Approved as to Form:

Oneida County Attorney

Date

(Name of Agency)

By: _____
Executive Director

Date

STATE OF NEW YORK)

COUNTY OF _____)

On this _____ day of _____, 20__,

personally came _____ before me, to be known, who being duly sworn, did depose and say that (s)he resides in _____; that (s); he is an (the) _____ of the corporation described herein and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that (s)he signed (her/his name thereto by like order.

My Commission expires

Appendix A

Rev.4/15/05

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

(1). Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. e) 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 meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Children and Family Services for assistance in obtaining a copy of those regulations. f) The prospective primary 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 entering into this transaction. g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. h) 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 the covered transaction, 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. i) 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. j) Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.

(2). Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal 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 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 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (Federal, State, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an

explanation to this proposal.

B. (1) 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 an 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 whom 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 and in all solicitations for 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 5 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) 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 or 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.

Appendix B

Rev. 4/15/05

Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions

By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

Certifies that Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. The requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief that: (1) 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 awarding of any Federal contract, the making of any Federal grant, 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. (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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.) (3) The undersigned 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, 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.

Appendix C

Rev.4/15/05

Certification Regarding a Drug-Free Workplace

(A). 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. 3. For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. 5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements. 6. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). 7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five). 8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

(B). Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 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 ongoing 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) above; (d) Notifying the employee in the statement required by paragraph (a) above, 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 violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. 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 paragraph (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). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

(C). Alternate II (Grantees Who Are Individuals). 1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Schedule A. PROGRAM NARRATIVE

(Instructions to Agency) The following narrative should be completed by the Agency, in order to present an accurate description of the agency's programs. This narrative will be used to substantiate claims for federal reimbursement.

A. Program Narrative

Agency's Name and Address

Foster Care Programs Provided by Agency

(Institution, group residence, group homes, agency boarding homes, foster family boarding homes, educational services, etc. Include details on all programs, including goals and objectives.)

List of locations of all agency facilities to be used in providing services.

Persons served (ages, sex, geographic limitation, if any; number to be served by program, etc.).

Services of agency programs: include description of all those services which are provided, including those defined in the CSP, as well as any other services, such as day services, educational services, medical care and adoption services. Indicate types and numbers of staff providing services.

Self-evaluation procedures - description of agency procedures for evaluating program effectiveness.

Admission Policies and Procedures - description of referral process, agency requirements for reports, pre-placement visits, etc.

Schedule B. REIMBURSEMENT RATES

The following schedule of foster care payments presents maintenance, medical, and education rates which will be paid under this contract.

Program Name <i>(List each program name and type, e.g., Children's House -- HTP Institution)</i>	Maintenance Per Diem	Effective Date (Maintenance Per Diem)	Medical Per Diem	Effective Date (Medical Per Diem)

Education Rate (tuition)

(Include applicable tuition rates either calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable statutes of Education Law governing tuition reimbursement for children placed in child care institutions. Also, attach a school calendar.)

Special act school district _____

On-campus school _____

Other school program _____

The total cost of this contract may not exceed \$3,000,000.

Schedule C: DEPARTMENT OPTIONS

[The Department is to indicate which entity will be responsible for each task]

Contract Task / Responsibility	Department	Agency with Case Planning Responsibility	Agency of Associated Case Worker
Family Services Intake	X		
Completion of family services intake (FSI)	X		
# of days for Agency submission of FSI: (insert #)	5		
# of days for Dept. acceptance of FSI: (insert #)	5		
Completion of CPS safety and risk assessment – Initial FASP	X		
Completion of CPS safety and risk assessment - Comprehensive/Reassessment FASPs		X	
Required completion of plan amendment for a change to visiting plan (Department option)		X	
Convene and hold service plan review conference			
Arrange and hold case consultation		X	X
Identification of third party reviewer for SPR		X	
Prepare permanency hearing report		X	
Number of days for Agency to accept/reject initial referral of child: (insert #)		3 days	
Set initial child program choice(s) and a permanency planning goal	X		
Foster Care Activities		X	
Continuing exploration and development of permanency alternatives for child over 14		X	
Arrangement for/provision of life skill services for child over 14		X	
Require child participation in design of activities to prepare for transition to self-sufficiency.		X	
Issue monthly stipend payments to child, 16 years or older, with PPG of discharge to another planned living arrangement with a permanency resource.	X		
Assistance to establish contact with service providers and community resources	X	X	
Provision of written 90 day notice of discharge Services and supervision during trial discharge	X	X	
Post discharge supervision	X		
Transition plans	X	X	X
Consumer reports	X	X	
Legal Activities	X		
File petition for permanency hearing	X		
Complete permanency hearing report		X	
File permanency hearing report	X		
1089 Orders: Follow through on the necessary legal aspects of legally freeing a child for adoption.	X		
Adoption Activities	X	X	
Identification of appropriate adoptive home	X	X	
Recording of information (FASP, and movement, legal, adoption activities) in CCRS until implementation of CONNECTIONS Build 19	X		

APPENDIX D

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 contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- 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 contractor 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 contractor, subcontractor 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 hours in any one calendar day or more than five 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 be not less than the prevailing rate of wages as defined by law.
 - (c) The minimum hourly rate of wages 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.
 - (d) 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 contractor 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 contractor, subcontractor, 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 contractor, subcontractor, 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 the account of race, creed, color, sex or national origin.
 - (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five 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, and

- (d) This contract may be cancelled 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 this section of the contract, and
- (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. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

- (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 programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because 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 hereunder and the purposes of Executive Order # 45 (1977).
- (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- *(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.
- *(e) If the contractor does not comply with the equal opportunity

provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

* (f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the

foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

****Note:** Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX E

STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
 - a. By certified or registered United States mail, return receipt requested;
 - b. By Facsimile transmission;
 - c. By personal delivery;
 - d. By expedited delivery service; or
 - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.
- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.

- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
 - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
 - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
 - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.

- c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
- d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
- e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
 - The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
 - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
 - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
 - The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
 - The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
 - The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
 - The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

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

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor

800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State

Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity

selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A Department, County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of

any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$ 3,000,000) aggregate. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000) per incident and not less than three million (\$ 3,000,000) aggregate. The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One

Million dollars (\$ 1,000,000) per incident and not less than three million (\$ 3,000,000) aggregate. The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, on a primary, non-contributory basis, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insured and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

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 also agrees to comply with Federal and State Laws as supplemented in the Dept. 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, will 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 attest they have not been debarred by the Federal Government from contracting to provide services funded by any Federal money.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State Funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

**Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of _____, (the
Name of Contract Agency

“Service Provider”), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management System (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

Created 4-24-12

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of July, 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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 waste and recyclables generated within the Authority's service area by performance of this Contract by the 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.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

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 Contractor, 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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors 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 Contract 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 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract 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 Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor 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 an 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. 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 (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (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: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (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).

2. 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).

- d. 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 Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (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 Contract.

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, 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 County. 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 with the Standards for Privacy of Individual 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; and
 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 County's clients.
- b. 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 County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, 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 County.
- c. The Contractor shall:
 1. Not use or further disclose protected health information other than as permitted or required by this contract 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 this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County 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 Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract 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 County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal 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 County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal 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.

7. 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, the 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, the 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. The 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.

8. 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 the 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, the 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

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 shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. 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 County Comptroller, the County Attorney 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 County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County 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: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, 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 County is mandatory. The principle 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 liabilities and to generally identify persons affected by the taxes administered by the New York State 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 County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. 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 Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. 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 Section 165 of the State Finance Law (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 County.

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 Section 165 of the State Finance Law. Any such use must meet with approval of the County; 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 County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

Contractor

By: _____

By: _____

Oneida County Executive

Name:

Approved as to Form only

Oneida County Attorney

I.

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



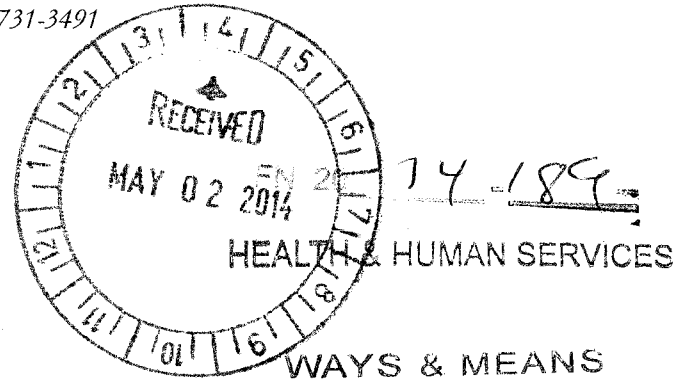
PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

EARLY INTERVENTION PROGRAM

Phone: (315) 798-5249 Fax: (315) 731-3491

April 21, 2014

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



Dear Mr. Picente:

Local governments have the responsibility for administering the Early Intervention Program subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Charter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York.

Enclosed please find six (6) copies of an Agreement between the New York State Department of Health and the Oneida County Health Department, Early Intervention Program for administering the Early Intervention Program for the period October 1, 2013 through September 30, 2014 in the amount of \$93,789.

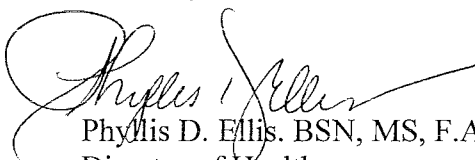
The Health Department will receive administrative funds to offset costs incurred in the implementation of the Early Intervention Program. The Grant is 100% state-funded.

The agreement was received by the Health Department from NYSDOH on 3/5/14 and has been under review by the law department prior to being sent to your office for approval.

Please contact me if you have any questions or require additional information.

NOTE: NYS Department of Health requires TWO original signed and notarized signature pages be returned to them along with all appendices.

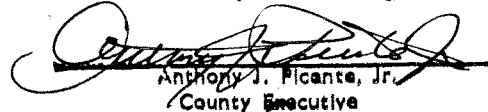
Sincerely,



Phyllis D. Ellis, BSN, MS, F.A.C.H.E.
Director of Health

PDE/tp
Enclosures

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



Anthony J. Picente, Jr.
County Executive

Date 5-2-14

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Early Intervention A4059

NAME AND ADDRESS OF VENDOR: NYS Department of Health
Bureau of Early Intervention
ESP Corning Tower, Room 287
Albany, NY 12237

VENDOR CONTACT PERSON: Cori Lewis, Health Program Administrator

DESCRIPTION OF CONTRACT: Local governments have the responsibility for administering the Early Intervention Program subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Charter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York. Administrative funds are provided to all municipalities to offset costs incurred in the implementation of the Early Intervention Program.

CLIENT POPULATION SERVED: The Early Intervention Program is a NYSDOH program that provides many different types of services to infants and toddlers ages 0 through 2 years of age with disabilities.

The services available to all eligible Early Intervention children are: audiology, speech pathology, physical therapy, occupational therapy, and vision service. Services are provided by qualified professionals through: Home and community-based visits, facility or center-based visits, parent-child groups, family support groups, or group developmental intervention.

PREVIOUS CONTRACT: one (1) YEAR: October 1, 2012 through September 30, 2013

GRANT AMOUNT: \$114,608

THIS CONTRACT: one (1) YEAR: October 1, 2013 through September 30, 2014

GRANT AMOUNT: \$93,789

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

Contract to Exceed \$50,000.00? Yes _____ **X** _____ No _____

SIGNATURE: Patricia Meyer, Early Intervention Program Supervisor **DATE:** April 15, 2014

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>New York State Department of Health Bureau of Early Intervention ESP Corning Tower, Room 287 Albany, New York 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01/3450257</p> <p>CONTRACT NUMBER: C027494</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input checked="" type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County of</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Early Intervention Administration</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p> <p>84.181</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Oneida County Department of Health 185 Genesee Street Utica, New York 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>Oneida County of 800 Park Avenue Utica, New York 13501</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 300100000000.00 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: EPTL#3&7A#15</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C027494

Page 1 of 2

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 10/01/2011 To: 09/30/2016</p> <p>CURRENT CONTRACT PERIOD: From: 10/01/2013 To: 09/30/2014</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: \$ 93,789</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:
 - A-1 Program Specific Terms and Conditions
 - A-2 Federally Funded Grants

- Attachment B:
 - B-1 Expenditure Based Budget
 - B-2 Performance Based Budget
 - B-3 Capital Budget
 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)

- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other: Project Specific Reporting Requirements

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

CONTRACTOR:

Oneida County of

By: _____

Anthony J. Picente, Jr.
Printed Name

Title: Oneida County Executive

Date: _____

STATE AGENCY:

New York State Department of Health

By: _____

Printed Name

Title: _____

Date: _____

Approved As To Form

ONEIDA COUNTY ATTORNEY

By Nichole M. Himm

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Number: # C027494

Page 1 of 1, Master Contract for Grants Signature Page

STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master 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, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. 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 e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

M. Indemnification: 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 Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master 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 State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master 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.

Q. Secular Purpose: Services performed pursuant to the Master Contract 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.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

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rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. **Term:** The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. **Renewal:**

1. **General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. **Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. *Grounds:*

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination:*

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) 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.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, 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.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

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 applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule).

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 principle 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State 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. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, 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 the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. *Federal Funds:* For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must 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).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Master Contract shall be performed within the State of New York, the 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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State 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 the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. 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.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

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7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part A. Agency Specific Clauses

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):

A. 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).

B. Prohibition on Purchase of Tropical Hardwoods:

1. 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 Section 165 of the State Finance Law, (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.

2. 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.

C. 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.

D. 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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbccertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

E. Procurement Lobbying: To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors: To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

G. 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.

H. Administrative Rules and Audits:

1. 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:

a) 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".

b) For a nonprofit organization other than
(i) an institution of higher education,
(ii) a hospital, or
(iii) 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.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) 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.

2. 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 "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) 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.

b) 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.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) 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.

c) 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.

I. 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.

J. 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.

K. 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 race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. 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

M. 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.

N. 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:

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

a) **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

b) **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

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

a) **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

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. 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 any 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.

P. 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.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. 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 Early Intervention
ESP Corning Tower, Room 287
Albany, NY 12237
Attn: Administrative Services Unit**

S. 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 shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement. Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. 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.

T. 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.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), 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: Cori Lewis

Title: Health Program Administrator

Address: Bureau of Early Intervention

ESP Corning Tower, Room 287

Albany, New York 12237

Telephone Number: 518-473-7016

Facsimile Number: 518-486-1090

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

Oneida County Department of Health

Name: Phyllis D. Ellis, BSN, MS, F.A.C.H.E.

Title: Director of Health

Address: 185 Genesee St, Utica, NY 13501

Telephone Number: 315-798-6400

Facsimile Number: 315-266-6138

E-Mail Address: pellis@ocgov.net

Part B. Program Specific Clauses

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

<< OR >>

Attachment A-1 Part B intentionally omitted.

ATTACHMENT A-2
FEDERALLY FUNDED GRANTS
Part A. AGENCY SPECIFIC CLAUSES

A. 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.

1. Lobbying Certification (except as otherwise provided in Part B of this Attachment A-2)

a) 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.

b) 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.

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

(i) 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.

- 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.
- (ii) 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.
- (iii) 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 Contracts at (518) 474-7896. Completed forms should be submitted to the New York State Department of Health, Bureau of Contracts, Empire State Plaza, Corning Tower Building, Room 2756, Albany, 12237-0016.
- (iv) 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.
- d) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- (i) Payments of reasonable compensation made to its regularly employed officers or employees;

- (ii) 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
- (iii) 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.

2. 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.

3. 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:

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

Instructions for Certification

- (i) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- (ii) 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 an 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.
- (iii) 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.
- (iv) 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.
- (v) 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.

- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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.

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

- (i) 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.
- (ii) 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.

B. Administrative Rules and Audits:

1. 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:

a) 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".

b) For a nonprofit organization other than
(i) an institution of higher education,
(ii) a hospital, or
(iii) 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.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) 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.

2. 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.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) 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.

b) 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.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

- a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
- b) 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.
- c) 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.

Part B. Program Specific Federal Clauses

Additional Department of Health program specific federal clauses follow in Attachment A-2 Part B.

<< OR >>

Attachment A-2 Part B intentionally omitted.

ATTACHMENT B-1
 TABLE A
 EARLY INTERVENTION ADMINISTRATION
 EXPENDITURE BASED BUDGET
 SUMMARY SHEET

October 1, 2013 - September 30, 2014

	Total Expenses	Amount Requested From NYS	Funds From Other Sources	Specify Other Sources of Funds
Personal Services				
Sub-Total Personal Services	\$313,843	\$93,475	\$220,368	Inkind / DSS Admin.
Non personal Services				
Sub-Total Nonpersonal Services	\$49,950	\$314	\$49,636	Inkind / DSS Admin.
GRAND TOTAL:	\$363,793	\$93,789	\$270,004	

Note: Federal funds are being used to support this contract. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 84.181.

ATTACHMENT B-1
 TABLE A-1
 EARLY INTERVENTION ADMINISTRATION
 EXPENDITURE BASED BUDGET
 October 1, 2013 - September 30, 2014

PERSONAL SERVICES	(2)	(3)	(4)	(5)	(6)	(7)	(8)
List the titles of ALL personnel performing administrative tasks for the Early Intervention Program, even if no part of their salaries are to be supported by this grant.	Annual Salary	# of Months Funded	% FTE Annual (please show in decimal form (e.g. .25)	Total Expenses	Amount Requested From NYS	Funds From Other Sources	Specify Other Sources of Funds
Director of Health	\$81,661	12	0.03	\$2,450	\$0	\$2,450	Inkind/DSS Admin. \$2,450/\$0
Deputy Director of Health	\$86,282	12	0.05	\$4,314	\$0	\$4,314	\$4,314/\$0
Fiscal Services Administrator	\$84,745	12	0.10	\$8,475	\$0	\$8,475	\$8,475/\$0
Early Intervention Director	\$71,882	12	1.00	\$71,882	\$0	\$71,882	\$29,472/\$42,410
Program Manager	\$44,743	12	1.00	\$44,743	\$4,474	\$40,269	\$18,525/\$21,744
Public Health Nurse	\$57,631	12	1.00	\$57,631	\$46,105	\$11,526	\$5,302/\$6,224
Principal Account Clerk	\$36,800	3	1.00	\$9,200	\$920	\$8,280	\$3,801/\$4,479
Principal Account Clerk	\$15,303	7	1.00	\$8,927	\$0	\$8,927	\$4,105/\$4,822
Data Processing Clerk	\$42,036	2	1.00	\$7,006	\$7,006	\$0	
Office Specialist I	\$13,233	7	1.00	\$7,719	\$7,719	\$0	
Subtotal Salaries				\$222,347	\$66,224	\$156,123	
Fringe Benefit Rate @ 41.15%				\$91,496	\$27,251	\$64,245	\$31,457/\$32,787
Total Personal Services				\$313,843	\$93,475	\$220,368	

ATTACHMENT B-1
 TABLE A-2
 EARLY INTERVENTION ADMINISTRATION
 EXPENDITURE BASED BUDGET
 October 1, 2013 - September 30, 2014

[(2) - (3)]

NONPERSONAL SERVICES List ALL expenses related to this grant, even if no money is to be reimbursed by NYS.	(2)	(3)	(4)	(5)
	Total Expenses	Amount Requested From NYS	Other Sources of Funds	Specify Other Sources of Funds
Clerical Contract	\$16,359	\$0	\$16,359	Inkind/DSS Admin. \$7,525/\$8,834
Interpreting Services	\$3,000	\$0	\$3,000	\$1,380/\$1,620
Office Supplies	\$3,500	\$314	\$3,186	\$1,465/\$1,721
Telephone	\$3,411	\$0	\$3,411	\$1,570/\$1,841
Cellular Telephone	\$2,901	\$0	\$2,901	\$1,335/\$1,566
Meter Postage	\$3,500	\$0	\$3,500	\$1,610/\$1,890
Travel	\$17,000	\$0	\$17,000	\$7,820/\$9,180
Printing	\$79	\$0	\$79	\$36/\$43
Meeting Expense	\$200	\$0	\$200	\$92/\$108
Total Nonpersonal Services	\$49,950	\$314	\$49,636	
Total Personal Services	\$313,843	\$93,475	\$220,368	
GRAND TOTAL (total expenses from Tables A-1 and A-2)	\$363,793	\$93,789	\$270,004	

ATTACHMENT C

EARLY INTERVENTION ADMINISTRATION WORK PLAN

October 1, 2013 - September 30, 2014

The mission of the statewide Early Intervention Program (EIP) is to identify and evaluate as early as possible those infants and toddlers whose healthy development is compromised and provide appropriate intervention to improve child and family development.

Local governments have responsibility for administering the EIP, subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Chapter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York. Administrative funds are provided to all municipalities to offset costs incurred in the implementation of the EIP, exclusive of due process costs. This funding is contingent upon a municipality's compliance with the following work plan developed by the Department:

Work Plan Responsibilities of Municipalities for 2013-2014:

Public Awareness and Child Find

Municipalities will ensure that primary referral sources are aware of their responsibilities; that required provisions related to initial service coordination are implemented; and that procedures to complete evaluations, determine eligibility, and report eligibility determinations are implemented according to all regulatory requirements.

To accomplish this, municipalities will:

- Establish a single point of entry for referral of children who are at risk for developmental delays or potentially eligible children to the EIP and have a process in place for immediate referral of children suspected of having a developmental delay to the Early Intervention Official/Designee (EIO/D) if public health officers are designated to receive referrals.
- Disseminate public awareness materials and materials related to the EIP and Child Health Plus (including standardized referral forms to be used by primary referral sources, e.g., hospitals, pediatricians, day care providers, etc.) and promote local awareness of the EIP.
- Educate health care providers and primary referral sources about the importance of developmental screening, the availability of the EIP, and the requirement to refer children under the age of three years suspected of or at-risk for developmental disability to the EIO in the municipality that the child resides.

- Establish a working relationship with child protection agencies regarding the Child Abuse Prevention and Treatment Act and address referral and screening requirements for children under three years of age who are subjects of substantiated cases of abuse and neglect.
- Make other reasonable efforts to identify and locate children within the municipality who are potentially eligible for the EIP.
- Promote a local process to engage children in the primary health care system, including:
 - coordinating efforts to locate and recover at-risk children who have been disengaged from the primary health care system and reengage those children in primary care where they will receive periodic developmental surveillance and screening;
 - establishing linkages to other county health/community programs that currently have the responsibility to track at-risk children, and ensure that these children are followed and receive periodic developmental surveillance through those programs; and,
 - conducting follow-up activities with infants who have been referred by a hospital or have failed the initial newborn hearing screening and have not had a second screening.
- Ensure that any direct developmental screening conducted by the municipality is only conducted as a last resort, is not duplicative, and is provided only to children who have been identified as outside the primary health care system who cannot be reengaged in that system successfully. Because children who are suspected of having a developmental delay or disability are entitled to a multidisciplinary evaluation, municipalities cannot “prescreen” or “rescreen” them (e.g., complete a developmental screening such as the ASQ or other type of screening) to determine whether an evaluation should be completed or what type should be administered.
- Ensure that parents are fully informed of and understand their rights and entitlements under the EIP, including providing *The Early Intervention Program: A Parent’s Guide* to parents by mail or other suitable means within seven business days, and communicating in the family’s dominant language unless it is clearly not feasible to do so.
- Ensure that the municipality appropriately designates in writing an initial service coordinator (SC) (State-approved service providers) for each referred child, and that the initial SC performs required activities, including:
 - arranging a contact with the parent within five business days of receipt of referral from the EIO/D in a time, place and manner reasonably convenient for the parent;
 - assisting the parent in identifying and applying for Medicaid or other public benefit programs (such as Child Health Plus or SSI) for which the family may be eligible;
 - informing parents of potentially eligible children of their rights under the EIP;
 - collecting information necessary to establish third-party coverage for eligible children, including Medicaid, Child Health Plus, and commercial insurance;
 - assisting parents in gaining access to a multidisciplinary evaluation for their child for the purpose of determining eligibility according to regulatory requirements, including providing parents with all options for evaluation and objectively reviewing with parents evaluation options to allow them to make an informed choice regarding the evaluator’s specialties,

availability, and location: and

- In consultation with the evaluator and with parent consent, notify regional offices of the Office of People with Developmental Disabilities (OPWDD) if a child is found to be potentially eligible for services under that agency.
- Ensure that the parent and municipality receive the evaluation report in a timely manner prior to the initial Individualized Family Service Plan (IFSP) so the IFSP meeting can be held within 45 days of the child's referral.
- Ensure that only eligible children receive IFSP services.

Family-Centered Services

Municipalities will ensure that the development and implementation of the IFSP is timely, meets all regulatory requirements, and that parents are involved in the planning and evaluation of service delivery.

To accomplish this, municipalities will:

- Ensure that the EIO/D provides for adequate time before the meeting date so that the family and other participants will be able to attend.
- Ensure that the EIO/D sends timely written notice (two or more days before the meeting) of all IFSP meetings to required participants.
- Ensure that the EIO/D and all other required members participate in IFSP meetings, including six-month reviews. IFSP reviews can be conducted by an in-person meeting or other means agreed to by the parent that may include a telephone or video conference call or record review and written correspondence.
- Ensure that initial IFSPs are completed in a timely manner so that IFSPs are in compliance with the 45-day timeline from date of referral and that it is documented in the child's record and in the EI data system (KIDS/NYEIS) if the timeline is not met.
- Ensure that the development of IFSPs meet all regulatory requirements for every eligible child, including that IFSPs are held within the required time frames and that it is documented in the child's record and in the EI data system (KIDS/NYEIS) if the timeline is not met.
- Ensure that services agreed upon between the parent and EIO/D are clearly stated, in writing, in IFSPs authorized by the municipality.
- Ensure that due process rights of mediation, impartial hearing, and system complaints are provided to the parent whenever there is a dispute regarding services.
The municipality is responsible for:
 - notifying the community dispute resolution center of the parent /guardian request:
 - being an active participant in the resolution of a dispute, including being available for

- attendance during mediations and impartial hearings; and,
 - cooperating with the system complaint process including the development of an acceptable corrective action plan which ensures continued compliance with statute and regulation.
- Ensure that parents understand that they may accept or decline any early intervention service without jeopardizing other early intervention services.
 - Secure written parental permission for the confidential exchange of information among parents, evaluators, service providers, service coordinators, and/or other individuals according to federal and state law and regulation.
 - Ensure that families are included in all aspects of the early intervention process and have the services needed to maximize their involvement.

Service Delivery and Natural Environments

Municipalities will be responsible to ensure that services are individualized and delivered in accordance with the IFSP in environments appropriate to the unique needs of the child, and in a timely fashion.

To accomplish this, municipalities will:

- Ensure that all models of early intervention service delivery (home/community-based individual/collateral visits, office/facility-based individual/collateral visits, parent-child groups, group developmental interventions, family/caregiver support groups) are continuously available.
- Ensure that services specified in IFSPs, including any amendments, begin within 30 days of the effective date of the IFSP period and are provided continuously for the entire period that the IFSP is in effect.
- Ensure that all services use an individualized approach for both children and their families, including consideration and respect for cultural, ethnic, and other individual and family characteristics and lifestyles.
- Ensure that services are provided in home and community based settings to the maximum extent appropriate for the needs of the eligible child and, if services are not provided in natural environments, an explanation is provided in the IFSP. Natural environments include settings that are natural or normal for the child's age peers who do not have disabilities, including the home, a relative's home when child care is provided by the relative, a child care setting, or other community settings in which children without disabilities participate.
- Ensure that procedures are in place to change a service provider, including amending the IFSP, and to provide appropriate notification to the parent and other providers delivering IFSP services.

Delivery of Transportation and Respite Services

Municipalities will be responsible to ensure that respite and transportation services are individualized and that these services are delivered in accordance with the IFSP and delivered in a timely fashion.

To accomplish this, municipalities will:

- Ensure that procedures are in place to ensure that respite services are available and that an established criterion to authorize respite services is in place when needed by the family.
- Ensure that procedures are in place to ensure that transportation services are available when needed by the family.

Transition

Municipalities will ensure that a transition plan is created for all children, with the family, and is included in the child's record/IFSP; that transition steps occur within the required timelines; that gaps in services do not occur for children who are potentially eligible for services under section 4410 of the Education Law; and that referrals to other appropriate early childhood programs are made.

To accomplish this, municipalities will:

- Ensure that children thought to be potentially eligible for services under Section 4410 of the Education Law can smoothly transition from the EIP to the Preschool Special Education Program.
- Ensure that a transition plan to other childhood and support services is developed and implemented for children determined not eligible by the CPSE and that parents are assisted to access such services.
- Ensure that children determined not eligible by the CPSE are discharged from the EIP by their third birthday.

Administration

Municipalities will strive to continuously improve the administration of the EIP in an effort to enhance the quality of services and payment of services.

To accomplish this, municipalities will:

- Comply with all federal and state laws and regulations regarding submission of data.
- Ensure that proper procedures exist to resolve disputes or complaints and parents are

Contract Number: #C027494

Page 5 of 7, Attachment C – Work Plan

made aware of their rights to due process procedures to resolve such disputes or complaints through mediation and an impartial hearing.

- Ensure that proper procedures exist to maximize third-party reimbursement for services by ensuring that children's social security numbers, Medicaid enrollment status, identification numbers, and/or information of any other insurance or health benefits plan is obtained upon initial referral or as early as possible, and maintained in a confidential manner and that data is timely entered into the Department's data systems (NYEIS and KIDS).
- Establish an electronic funds transfer for county escrow payments by April 1, 2014
- Provide notification to the Department regarding fiscal audits that will be or have been conducted by the municipality and ensure that the final results of fiscal audits are immediately reported to the Department according to regulatory requirements.
- Report immediately to the Department violation(s) of any known statute or regulation.
- Develop and implement activities to oversee and improve the administration of the program, including:
 - ensuring that Local Early Intervention Coordinating Councils (LEICCs) meet EIP regulatory requirements regarding public notice, composition, activities, and reporting;
 - including the LEICC in assessing local service delivery capacity and identifying gaps in available qualified personnel and unmet service needs;
 - developing mechanisms to support parents of young children with a developmental delay to participate in collaborative planning and policy development efforts with the municipality and state;
 - ensuring that the municipality maintains early intervention records consistent with the early intervention records guidance document issued by the Department;
 - ensuring that municipal policies are consistent with federal provision of Part C of the IDEA and by CFR Part 303 and state law and regulation;
 - using the EIP computerized data system provided by the Department to enter valid data into all required data fields in a timely fashion;
 - identifying and reporting to the Department eligible foster or homeless children through the data system (KIDS/NYEIS);
 - routinely transmitting data, including electronic data transfers, in a method and to a location defined by the Department as detailed in Section D. of Project Specific Reporting Requirements;
 - providing data and other information mandated by specific legislation or otherwise required by the Department for administrative purposes; and
 - conducting ongoing data validation, including providing timely corrections when invalid data is identified by the Department.
- Implement proper procedures to protect the confidentiality of early intervention records and personally identifiable information of children and their families within the municipality and by service providers according to FERPA and EIP regulations, and applicable federal

requirements.

- Participate in monitoring and quality assurance activities, including:
 - providing data, completing surveys, and conducting other activities that provide information about local program performance needed for federal or state monitoring and quality assurance initiatives and reports;
 - providing access to documents and personnel for municipal or provider monitoring, audits, investigations, or other reviews conducted by the State or its agents;
 - participating in State monitoring reviews, as resources allow.

- Ensure that procedures are in place in accordance with EIP regulations for children in care, including:
 - establishing agreements with local social services districts to identify children in need of a surrogate parent and ensuring prompt designation of a qualified surrogate parent; and
 - ensuring that information about children in care, including the IFSP, is transmitted to the municipality of residence.

- Utilize the centralized management information system, New York Early Intervention System (NYEIS), in the manner prescribed by the Department and the Bureau of Early Intervention.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date 45 days after end of quarter
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- Statistical/Quantitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report
The Contractor will submit, on a quarterly basis, not later than 45 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.
- Consolidated Fiscal Report (CFR)¹
The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
A	10/1/2013 - 9/30/2014 quarterly	45 days after quarter ending date
B	10/1/2013 - 9/30/2014	45 days after 9/30/2014
C	10/1/2013 - 9/30/2014	45 days after 9/30/2014
D.1	Data Complete Through 10/1/2013	11/1/2013
D.2	Data Complete Through 12/31/2013	2/1/2014
D.3	Data Complete Through 3/31/2014	5/1/2014
D.4	Data Complete Through 6/30/2014	8/1/2014
D.5	Data Complete Through 8/31/2014	10/1/2014
E	As required	Upon request
F	As required	Upon request

PROJECT SPECIFIC REPORTING REQUIREMENTS EARLY INTERVENTION ADMINISTRATION

October 1, 2013 - September 30, 2014

A. Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 45 days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for each period. A copy of this report will be submitted within the specified timeframes to the county's regional office staff representative.

B. Annual Report

The contractor will submit a report, not later than 45 days after the end of each contract year, in conjunction with the Local Early Intervention Coordinating Council (LEICC), using a prescribed report format, on the status of the program within the municipality, including gaps in services and methods to address these gaps (refer to EI regulations, Section 69-4.14(a)(1)). This report will cover the period October 1 – September 30 and will address all components of the local early intervention system. This report must be submitted to the STATE'S designated payment office located in the NYS Department of Health, Bureau of Early Intervention, Corning Tower - Room 287, Albany, NY 12237-0660, Attn: Administrative Services Unit. A copy of this report will be submitted within the specified timeframe to the county's regional office staff representative.

C. Annual Equipment Inventory

The Contractor will submit, not later than 45 days after the end of each contract year, a perpetual annual equipment inventory report, in a format to be provided by the State, listing equipment purchased with Early Intervention Administration funds since the start of the contract term (October 1, 2013).

D. Data Reports

- Submission of Data

The Contractor will submit data to the State in a format to be provided by State DOH. Prior to submission, data entry into the Early Intervention data system is to be complete (through entry of service records) and accurate for all children who are served (with an initial IFSP) in the Early Intervention Program in accordance with the following schedule:

Data Complete through

Date Due

1. October 1

November 1

- | | |
|----------------|------------|
| 2. December 31 | February 1 |
| 3. March 31 | May 1 |
| 4. June 30 | August 1 |
| 5. August 31 | October 1 |

E. Ad Hoc Reports

- On occasion, other reports may be required to determine contract compliance and quality of service being rendered (e.g. sample case studies, corrective action plans, quality improvement surveys). A copy of these reports will be submitted within the specified timeframe(s) to the county's regional office staff representative.
- Submission of data and completion of surveys to respond to statutorily required reports shall be required as necessary. A copy of any completed surveys will be submitted within the specified timeframe(s) to the county's regional office staff representative.

F. Local Reports

- As required by the U.S. Department of Education, during the contract period the Department will analyze Contractor's own data using methodologies defined by the U.S. Department of Education to determine Contractor's performance for eight federally-defined indicators. The Department will provide the results back to the Contractor and the Contractor will submit a report in response to each indicator. The content and format of the report will be determined by the Department. The eight federally-defined indicators are:
 1. Percent of infants and toddlers with Individual Family Service Plans (IFSPs) who receive EI services on their IFSPs in a timely manner;
 2. Percent of infants and toddlers with IFSPs who receive EI services primarily in the home or in programs for typically developing children;
 3. Percent of infants and toddlers with IFSPs who demonstrate improved positive social-emotional skills, acquisition and use of knowledge and skills, and use of appropriate behaviors to meet their needs;
 4. Percent of families participating in Part C who report that early intervention services have helped the family know their rights, effectively communicate their children's needs, help their children develop and learn;
 5. Percent of infants and toddlers birth to one year with IFSPs;
 6. Percent of infants and toddlers birth to three years with IFSPs;

7. Percent of eligible infants and toddlers with IFSPs for whom an evaluation and assessment and an initial IFSP meeting were conducted within 45 days;
 8. Percent of all children exiting Part C who received timely transition planning to support the child's transition to preschool and other appropriate community services by their third birthday, including: IFSPs with transition steps and services, notification to Local Education Agency (LEA) if child potentially eligible for Part B, and transition conference, if child potentially eligible for Part B.
- On occasion, the Department may provide the results of other State analyses of local data back to the Contractor. Upon the request of the Department, the Contractor will submit a report in response to all or some of the data analyses, in a format to be determined by the Department.

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

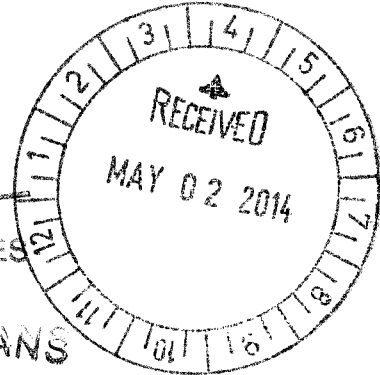
Phone: (315) 798-6400 Fax: (315) 266-6138

April 22, 2014

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

FN 20 14196
HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

Attached are three (3) copies of the agreement between Oneida County through its Health Department and The Neighborhood Center, Inc.

The Neighborhood Center, Inc. offers home visitation program services for socio-economically disadvantaged families in the lead high risk targeted neighborhoods and the outcomes expected from the implementation and maintenance of the Lead Primary Prevention Program include the reduction of childhood lead poisoning rates, the reduction of health, social and economic disparities resulting from lead poisoning and the increase in lead safe housing units. The Oneida County Health Department and The Neighborhood Center, Inc. have agreed to merge their existing contract agreements for Lead Primary Prevention Program services to align with the New York State grant ending March 31, 2015.

The term of this agreement shall commence October 1, 2013 and remain in effect through March 31, 2015. Reimbursement is funded 100% through the New York State Department of Health Lead Primary Prevention grant in the amount of \$310,890.

This is not a program mandated by Public Health Law. The reason this agreement is being forwarded for signature after the commencement date is due to delays in processing.

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

Sincerely,

Handwritten signature of Phyllis D. Ellis.
Phyllis D. Ellis, BSN, MS, FACHE
Director of Health

attachments
ry

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

Handwritten signature of Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive

Date 5-2-14

Oneida County Department: Public Health

Competing Proposal: _____

Only Respondent: _____

Sole Source: _____

Other: Contract Renewal and
merging of agreements

NAME AND ADDRESS OF VENDOR: Sandra L. Soroka
Executive Director
The Neighborhood Center, Inc.
293 Genesee Street
Utica, New York 13501

SUMMARY STATEMENT: The Neighborhood Center, Inc. offers home visitation program services for socio-economically disadvantaged families in the lead high risk targeted neighborhoods and the outcomes expected from the implementation and maintenance of the Lead Primary Prevention Program include the reduction of childhood lead poisoning rates, the reduction of health, social and economic disparities resulting from lead poisoning and the increase in lead safe housing units. The Oneida County Health Department and The Neighborhood Center, Inc. have agreed to merge their existing contract agreements for Lead Primary Prevention Program services to align with the New York State grant ending March 31, 2015.

DATES OF OPERATION: October 1, 2013 through March 31, 2015

TOTAL FUNDING REQUESTED: The Contractor shall not exceed validated expenditures for implementation of Lead Primary Prevention Program Workers (3.5) positions and Administrative Assistant (1 position) portion of the CLPPP Program as defined in the CLPPP Program grant budget and made a part of as Appendix B, for an amount not to exceed three hundred ten thousand eight hundred ninety dollars (\$310,890).

____ NEW X RENEWAL ____ AMENDMENT ____ APPLICATION

FUNDING SOURCE: Reimbursement is funded 100% through the New York State Department of Health Lead Primary Prevention grant.

COMMENTS: The Oneida County Health Department and The Neighborhood Center, Inc. has agreed to merge their existing contract agreements for Lead Primary Prevention Program services to align with the New York State grant ending March 31, 2015.

Expense Account: A4062.495

Revenue Account: A4062

**Contract between Oneida County through its Health Department
and The Neighborhood Center, Inc.**

THIS AGREEMENT by and between Oneida County, a municipality of the State of New York, with its principal office located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the “County”, through its Health Department located at 185 Genesee Street, Utica, New York, hereinafter referred to as “Agency”, and The Neighborhood Center, Inc., located at 293 Genesee Street, Utica, New York, 13501, hereinafter referred to as the “Contractor”.

WHEREAS, the Agency has been awarded a grant from the New York State Department of Health for the implementation of the Childhood Lead Poisoning Primary Prevention Program (CLPPP Program or Lead Program) and;

WHEREAS, The Neighborhood Center, Inc. offers home visitation program services for socio-economically disadvantaged families in the lead high risk targeted neighborhoods, and;

WHEREAS the outcomes expected from the implementation and maintenance of the Lead Program include the reduction of childhood lead poisoning rates; the reduction of health, social and economic disparities resulting from lead poisoning; the increase in lead safe housing units, and

WHEREAS, the Contractor has experience, expertise and capacity to provide home visitation, sampling technician, inspection, and data management services to support programs assisting families for the realization of reductions in childhood lead poisoning levels; and

WHEREAS, the Agency requires qualified individuals to provide effective and efficient sampling, home visitation, inspection, and data management to support its Lead Program staff and office operations; and

WHEREAS, the Agency desires to enter into an arrangement with the Contractor to provide services in order to effectively implement the goals and objectives of the CLPPP Program.

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

1. TERM:

- a. This agreement shall be effective October 1, 2013 and remain in effect through March 31, 2015, unless earlier terminated as provided hereafter.

2. SCOPE OF SERVICES:

- a. The Contractor agrees to follow the guidelines and rules dictated by the New York State Department of Health’s Lead Program grant for the funding of this primary prevention initiative.
- b. The Contractor shall maintain Lead Primary Prevention Program Workers (3.5) and one (1) Administrative Assistant as per the job descriptions found in Appendix A who are qualified to provide comprehensive support for home visitation and inspection and sampling services and office operations up to the stated CLPPP Program grant amount.
 - i. All Contractor’s staff is required to meet criteria as defined in the position description.
 - ii. Contractor agrees to provide training and general supervision of its employees.

- c. The Agency shall provide:
 - i. Direct on site oversight of the Contractor's employees at its 185 Genesee Street, Utica, N.Y. office; and
 - A. sufficient office space at 185 Genesee Street to accommodate the Lead Primary Prevention Program Workers (3.5) and one (1) Administrative Assistant;
 - B. Supplies including access to a telephone and computer, desk, chair and office supplies necessary to create a functional office work space;
 - C. Orientation to the CLPPP Program.
 - D. Review of Lead Primary Prevention Database entries and ongoing client record review.

3. CONFIDENTIALITY:

- a. The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by Law or by written consent of the client. The Contractor further agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this Agreement. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this Agreement in conformity with the provisions of applicable Federal, State, and local laws and regulations. Any breach of confidentiality by the Contractor, its employees, agents or representatives shall be cause for immediate termination of this Agreement.

4. FEE:

- a. The Contractor shall not exceed validated expenditures for implementation of the Lead Primary Prevention Program Workers (3.5 positions) and Administrative Assistant (1 position) portion of the CLPPP Program as defined in the CLPPP Program grant budget and made a part hereof as Appendix B. The compensation for above mentioned individuals shall include appropriate fringe benefits and travel reimbursement necessary to perform duties, not to exceed the amounts set forth in Appendix B. The total contract amount paid to the Contractor for the services provided under the terms of this agreement shall not exceed Three Hundred Ten Thousand Eight Hundred Ninety Dollars (\$310,890).

5. PAYMENT:

- a. Within 10 days of the last day of the month in which services are provided, Contractor shall submit a completed County voucher accompanied by a separate statement of services rendered and time record.
- b. The Agency shall pay for claimed services when required documentation, as defined herein has been approved by 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 Contractor 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 Contractor 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 approved 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 Contractor. In such an event, the Agency 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 Agency be responsible for any actual or consequential damages as a result of termination.

6. REPORTS:

- a. The Contractor shall maintain daily activity records completed by all Contractors' employees supported by Lead Primary Prevention Program funds.
- b. The Contractor shall submit a copy of the activity records to the Agency on a monthly basis along with its voucher, reflecting activities for the previous month.
- c. The Contractor shall complete and submit to the Agency any and all reports and documentation required by the CLPPP Program grant. The Agency will give sufficient notice to the Contractor when such reports and documentation are needed.
- d. The Agency retains the right to perform fiscal audits of the Contractor's Lead Primary Prevention activities without prior notice to the Contractor during regular business hours.

7. INSURANCE:

- a. The Contractor shall maintain a professional liability policy and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor shall also maintain general liability insurance and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor agrees to have the Oneida County Health Department and Oneida County each named as an "additional insured", on a primary, non-contributory basis, as its interests may appear, on the general liability policy and to provide the county with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.

8. INDEMNIFICATION:

- a. The Contractor agrees that it shall defend, indemnify and hold harmless the Agency and the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Contractor and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Contractor or failure on the part of the Contractor to comply with any of the covenants, terms or conditions of this agreement
- b. The Contractor agrees to make no claim for damages for delay occasioned by an act or omission of the County and Agency.

9. EXCLUSIVITY:

- a. The Agency retains the right to reassign the aforementioned services and work to other contractors or its own employees.
- b. The Agency retains the right to contract with other independent contractors for such services which are the same as or similar to those provided by the Contractor, or to provide such services to its clients through its own employees. The Contractor retains the right to provide

services directly or indirectly through contract with another agency, to persons who are not clients of the County.

10. CONTRACTOR STATUS:

- a. It is intended by both the Contractor and the Agency that the Contractor's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the Contractor and the County. The Contractor 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). The Contractor will indemnify and hold the Agency harmless from all loss or liability incurred by the Agency as a result of the Agency not making such payments or withholdings.
- c. The Contractor understands, and represents to the County, that such insurance and tax payments are the sole responsibility of the Contractor.
- d. If the Internal Revenue Service or any other governmental agency questions or challenges the Contractor's independent contractor status it is agreed that both the Agency and the Contractor 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.
- e. The Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age Discrimination Employment Act of 1973 as amended, Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60.
- f. The Contractor agrees to comply with Federal and State Laws as supplemented in Department of Labor regulations and any other regulations of the Federal and State entities relating to such employment Civil Rights requirements.

11. SUBCONTRACT:

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

12. PERFORMANCE MONITORING:

- a. The Agency shall monitor the performance of services by the Contractor to ensure that the Agency is receiving the provision of services to designated clients.
- b. The Agency shall monitor services to ensure they are consistent with laws, rules, and regulations of the New York State Department of Health.
- c. The Agency will provide a mandatory annual update which Contractor is required to attend.

13. 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 Contractor defaults in the performance of any of the Contractor's obligation under this Agreement, the Agency may terminate the Agreement effective upon written notice served at any time upon the Contractor.

- b. Upon notice of termination the Contractor 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.

14. PROPERTY:

- a. The Contractor agrees that all equipment, furniture, supplies or other property purchased by the Agency including telephone, cell phones, digital cameras, sampling equipment, and computer tablets remain the property of the Agency and/or the CLPPP Program.

15. PRIOR AGREEMENTS FOR SERVICES:

The parties hereby agree that this Agreement supersedes and replaces all prior Agreements currently in existence between the parties and hereby agree to terminate prior contracts:

- a. Oneida County contract number 013387 in effect from October 1, 2012 to September 30, 2015, and
- b. Oneida County contract number 013366 in effect from October 1, 2012 to September 30, 2015.

16. ENTIRE AGREEMENT:

- a. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. Any changes, alterations or modifications to the terms of this Agreement shall be memorialized in a written Amendment signed by both parties.

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

ONEIDA COUNTY

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

DATE: _____

Neighborhood Center, Inc.

BY _____
Sandra L. Soroka
Executive Director

DATE: _____

APPROVED AS TO FORM ONLY

BY: _____
Nichole M. Hinman, Esq.
Assistant County Attorney

Lead Primary Prevention Program Worker

Position: Lead Primary Prevention Program Worker

JOB DESCRIPTION: Technical position that supports the Lead Primary Prevention Team involving responsibility for working with property owners and tenants to provide lead hazard reduction education, insure that appropriate lead safe work practice repairs are identified and are completed, conducts sampling technician duties, may assist Risk Assessor with inspection duties, development of work plans and reports, may conduct routine visual inspections for chipping and peeling paint, and assists with community education and outreach activities. Position reports to CLPPP Program Consultant and the Division Director of Environmental Health and The Neighborhood Center Child Care are Family Services Division Director.

SPECIFIC RESPONSIBILITIES MAY INCLUDE:

Responsible for Admission of Clients to Lead Primary Prevention Program:

- Performs home visits to clients for the purpose of client admission to the lead primary prevention program and on-going education, completes developmentally age appropriate ASQ questionnaire with parent or guardian and completes paperwork for referral to Child Find/Early Intervention services.
- Performs lead primary prevention recruitment, outreach, services linkages and referrals for clients admitted to lead primary prevention services.
- Maintains client records as required, including data entry and field notes.
- Attends staff or other types of meetings as directed by the Program Consultant.
- Assists Program Consultant in materials, supplies, and equipment inventory.
- Maintains Excel spreadsheet of lab reports for quarterly verification by Program Consultant.

Responsible for data entry for Lead Primary Prevention Program home visitation program component:

- Enters new data or data changes as needed related to home visits or inspections into quality management tracking tool.
- Responsible to maintain case data current to insure NYS DOH data base is up to date and accurate at all times.
- Reports to Program Consultant any areas of difficulty in inputting data into fields.

Assists with HEPA vacuum loaner program:

- Schedules vacuums with clients and administrative assistant.
- Provides training on proper use and cleaning of HEPA vacuums to property owners and tenants.
- Deliver or pick up of HEPA vacuums to tenants without transportation in the high risk designated areas.
- Cleans and prepares HEPA vacuums and related equipment package for re-use as needed.

- Monitors HEPA vacuums or other supply inventories and assists Program Consultant with ordering as requested.

Conducts Visual Inspection/Sampling Technician visits to conduct routine inspections and collect dust samples:

- Must attend eight hour sampling technician course and complete in house supervision of sampling techniques to collect samples.
- Conducts routine paint inspections as assigned after completing Risk Assessor and/or Essentials of Healthy Housing training and receiving appropriate “in house” training.
- Prepares samples for mailing to laboratory following chain of custody rules and assists in unit and labels them appropriately.
- Prepares floor plan sketches of unit using design software.
- Assists with tenant or homeowner education on lead hazard risk reduction measures in the home.
- Assists in preparing items for issuance of Notice and Information to property owner.
- Assist Risk Assessor with unit inspections or re-inspections.
- Works with property owners to develop work plans for completing required paint repair work and schedules visual and dust wipe clearance examinations.
- Conducts “drive by” unit visits s assigned to support lead team contact with property owners or tenants.

Preparation of Educational or Outreach Materials:

- Under direction of Program Consultant, may assist with preparation of educational or outreach materials for community outreach and education efforts.

Community Outreach and Education:

- Under direction of Program Consultant, may provide or assist with the provision of outreach and education efforts including, but not limited to: property owner seminars, tenants, contractor trainings, health fairs and community education fairs, or other community meetings.

Data Collection for Lead Related Research:

- Assists Program Consultant with data collection for research projects and grant applications.

Maintain self in a professional manner at all times and adhere to The Neighborhood Center’s policies, procedures and mission.

Performs other tasks as assigned.

REQUIRED QUALIFICATIONS:

- Accurate computer data entry skills with solid working knowledge of Microsoft Word, Excel, Microsoft Access for data entry purposes only, Microsoft Outlook and Explorer, and e-mail. Working knowledge of use of ipads utilized for inspections.
- Excellent communication and telephone skills and ability to establish and maintain cooperative relationships with members of the public including landlords and tenants.
- Ability to work collaboratively with a diverse lead primary prevention team.
- Ability to provide brief education presentations to members of the public.
- Ability to work with limited English proficiency populations and interpreters.
- Knowledge of cultural competencies to support working with various cultures.
- Knowledge and understanding of socioeconomic issues that impact low income families and their decision making processes.
- Knowledge of community resources available to assist low income families with housing issues.
- Knowledge of housing rehabilitation or construction trades desirable and willingness to attend Lead Abatement Supervisor and/or Essentials of Healthy Housing training.
- Knowledge of sampling technique principles desirable and willingness to attend Sampling Technician training and complete in house supervised field experience component.
- Knowledge of healthy housing, lead poisoning prevention, lead safe work practice concepts and willingness to attend 8 hour EPA Initial Renovator training.

EDUCATION:

- Graduation from an accredited or New York State registered four year college or university with a Bachelor's Degree, with credits in either the physical or biological sciences, or human services, or sociology and computer proficiency in Microsoft Word, Microsoft Outlook and Explorer, and accurate data entry ability in Microsoft Access, and one year's experience in either human services or housing inspection or construction related services.

OR

- Graduation from an accredited or New York State registered two year college or university with an Associate's Degree, with credits in either the physical or biological sciences, or human services, or sociology and computer proficiency in Microsoft Word, Microsoft Outlook and Explorer, and accurate data entry ability in Microsoft Access, and two year's work experience either human services or housing inspection or construction related services.

OR

- Satisfactory completion of sixty semester credit hours of academic education at an accredited or New York State registered college or university, which must include either biological or physical sciences; or human services or sociology concentration of courses AND computer proficiency in Microsoft Word, Microsoft Outlook and Explorer, and accurate data entry ability in Microsoft Access, AND two years work experience in either human services, or housing inspection or construction related services.

OR

- High school diploma or general education diploma (GED) with a verifiable combination of four years of related human services and outreach experience, and/or housing inspection and construction related services, AND computer proficiency in Microsoft Word, Microsoft Outlook and Explorer, and accurate data entry ability in Microsoft Access. Certified or licensed housing inspection or construction training courses including OSHA, EPA Lead Abatement Supervisor or Worker, EPA eight hour Renovator Certification, sixteen hour Essentials of Healthy Housing Course, and EPA approved Sampling Technician training may be substituted for equivalent hours in work experience requirement.

SPECIAL REQUIREMENTS: Position requires a dependable vehicle and NYS Driver's License and insurance to attend trainings, complete home inspections, sampling, and HEPA vacuum duties. Mileage is paid as per Neighborhood Center rate.

Work schedule generally follows the Oneida County Health Department work schedule and hours, but some flexibility is permitted to accommodate owners or tenants requiring later appointment hours. Occasional evening or weekend hours may be required if assisting Program Consultant at community meetings or health fairs.

Administrative Assistant

Position: Contractor Position Description

JOB DESCRIPTION: Position supports lead primary prevention team and reports to CLPPP Program Consultant and the Division Director of Environmental Health. Responsible for program clerical duties, ordering, maintaining centralized schedule, making client contact to set up inspection appointments, entering data into Quality Management Tracking Tool, preparation of health fair and community education materials, educational mailings.

SPECIFIC RESPONSIBILITIES INCLUDE:

- Responsible for clerical duties including, but are not limited to:
- Answers main program phone number, conducting telephone triage for lead primary prevention calls from tenants, landlords, and contractors.
- Tracks office and cleaning supply use, reports monthly to Grant Project Manager.
- Ordering materials, supplies, printing as requested by project Grant Project Manager.
- Maintains files and client charts.
- Maintains lab report files.
- Takes notes at team meetings and maintains meeting notes.
- Uses centralized scheduling system to schedule new client appointments.
- Documents attempts to contact clients on Initial Contact Report sheet including telephone, texting, and letters.
- Notifies staff of changes to appointments.
- Schedules interpreters for limited English proficiency client visits.
- Sets up documentation folders for new client records.
- Enters data on new cases into Quality Management Tracking Tool and updates tool as case progresses.
- Checks lead status of children found during home inspections in Lead Web.
- Prepares educational materials under the direction of the Grant Project Manager for health fairs, outreach and education events, and direct mailings.
- Schedules students for Renovator Lead Safe Work Practice Classes with local trainer.
- Prepares Notice & Information documents and reports for review by Grant Project Manager.
- Attends Health Fairs and staff lead primary prevention booth to support education and outreach.
- Pick up or deliver supplies or other needed items to staff in the field as needed.
- Provides weekly new case updates and aggregate statistics of visits monthly, quarterly, annually to Grant Program Manager.

REQUIRED QUALIFICATIONS:

- Accurate computer data entry skills with solid knowledge of Microsoft Office including Outlook, Word, Excel, Publisher, ability to enter data into ACCESS database, ability to use centralized scheduling system.
- Excellent telephone skills and ability to establish and maintain cooperative relationships with members of the public including landlords and tenants, and staff.
- Ability to work in a fast paced office setting and multi-task.
- Ability to work collaboratively with diverse lead primary prevention team.
- Ability to work with diverse populations including refugees and other limited English proficiency clients.
- Ability to handle office clerical duties.
- Ability to provide brief educational presentations to the public
- Knowledge and understanding of socioeconomic issues that impact low income families and their decision making process. Experience with Bridges to Poverty or similar training desirable.
- Knowledge of community resources available to assist low income families with housing issues.
- Knowledge of lead poisoning prevention concepts and lead hazard control methods. Completion of 8 hr. EPA Renovate Right training required or must complete within 2 months of initial employment.
- Demonstrates knowledge of Healthy Housing principles or completion of 16 hr. Essentials of Healthy Housing training.
- Ability to work on occasion after hours or weekends to support outreach and education functions.

Graduation from an accredited or New York State registered four year college, or a graduate of a two year college or clerical training program and two years' experience, or a high school graduate with four years of clerical/administrative type experience. Applicable Part time or volunteer experience may be considered.

March 2014

APPENDIX B

BUDGET DETAIL

Personnel Costs

Salaries (3.5 FTE - LPPP Workers and 1 FTE AA)	\$ 221,140
Fringe	\$ 58,160

Personnel Total	\$ 279,300
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OTPS

Neighborhood Center Administrative Costs	\$27,660
Travel	\$3,930

OTPS Total	\$31,590
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Total All Expenses	\$ 310,890
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ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

SPECIAL CHILDREN SERVICES

Phone: (315) 798-5223 • Fax: (315) 798-6441 • Email: publichealth@ocgov.net

April 16, 2014

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

14 191
HEALTH & HUMAN SERVICES
WAYS & MEANS

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

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

Date 5-2-14

Dear Mr. Picente:

Under Section 4410 of the New York State Education Law in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, municipalities are mandated to provide payment for evaluations and special education class tuition services rendered to preschool aged children.

Please find enclosed, (4) four copies of an Agreement between Madison-Oneida Board of Cooperative Educational Services and the Oneida County Health Department Preschool Education and Transportation of Handicapped Children Program. This Agreement is for the reimbursement of evaluations and special class services for the period July 1, 2014 through June 30, 2017.

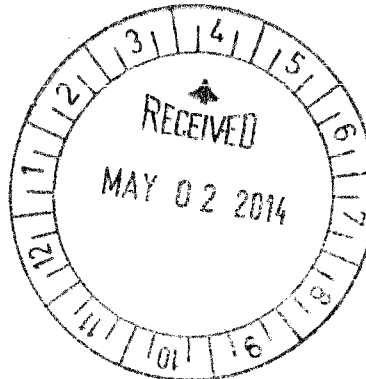
We anticipate this reimbursement will be \$423,957.00 from July 1, 2014 through June 30, 2017. 40.5% is funded by Oneida County and 59.5% is New York State reimbursed.

This contract requires Board of Legislature approval by the meeting date of 5/14/2014.

Sincerely,

Phyllis D. Ellis
Phyllis D. Ellis, BSN, MS, F.A.C.H.E.
Director of Health

Enclosures



CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Education and Transportation of Handicapped Children Program

Account Number: A2960.1952 Evaluations
A2960.4957 Tuition

NAME AND ADDRESS OF VENDOR: Madison-Oneida Board of Cooperative
Educational Services
4937 Spring Rd. Verona, NY 13478

VENDOR CONTACT PERSON: Colleen Wuest

DESCRIPTION OF CONTRACT: The Oneida County Health Department contracts with program providers and individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Code of Federal Regulations. Transportation services are provided in accordance with Section 119-0 of the General Municipal Law and Section 236 of the Family Court Act.

CLIENT POPULATION SERVED: Preschool Students with Disabilities

2013 CONTRACT YEAR TOTAL: \$141,319.00

THIS CONTRACT YEAR: Rate for Evaluations and Tuition is set by New York State Education Department. Transportation rates are awarded by Purchasing Department by bids.

THIS IS CONTRACT PERIOD: July 1, 2014 to June 30, 2017

 NEW X RENEWAL AMENDMENT

FUNDING SOURCE: Contract Amount: \$423,957.00

Less Revenues: \$0.00

State Funds	\$252,254.00	59.5% of Total Dollars per school year
County Dollars - Previous Contract	\$ 171,703.00	40.5% of Total Dollars per school year
County Dollars - This Contract	\$ 171,703.00	40.5% of Total Dollars per school year

Approved as to Form by County Attorney: _____



ONEIDA COUNTY PRESCHOOL TUITION/EVALUATION CONTRACT

This Contract, by and between the COUNTY OF ONEIDA, through its Health Department, a municipal corporation of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York, hereinafter referred to as the County, and Madison-Oneida Board of Cooperative Educational Services (BOCES), hereinafter referred to as the Contractor, having its main office at 4937 Spring Road, Verona, New York.

WITNESSETH:

WHEREAS, the County is in need of the provision of services to preschool children with disabilities pursuant to Section 4410 of the New York State Education Law and Part 200 of the Regulations of the Commissioner of Education through the County's Education/Transportation of Handicapped Children Program, hereinafter referred to as the Program.

WHEREAS, the Contractor has been approved by the Commissioner of Education of the State of New York to provide the above named special education program in accordance with Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner, to an eligible preschool student with a disability, as recommended by the Committee on Preschool Special Education, (CPSE) AND approved by the Board of Education (BOE) from the child's resident school district.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. TERM OF AGREEMENT

This contract shall become effective July 1, 2014 and terminate June 30, 2017 conditioned upon the continued availability of Federal/and or New York State funds for the purpose set forth in this agreement.

2. TERMINATION

- **BY CONTRACTOR:** Should the Contractor request termination of this contract, a written notice of any such termination shall be provided to the County by the Contractor not less than ninety (90) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due and the Contractor shall undertake no additional expenditures not already required. Should the Contractor be requesting termination of this contract based on the Contractor's intent to cease operation, all specific close down procedures shall be followed by the Contractor in accordance with Part 200 of the Regulations of the Commissioner of Education of the State of New York. Written notice of any such termination shall be provided to the County not less than ninety (90) days prior to the effective date of such action.
- **BY COUNTY:** This contract may be terminated at any time by the County upon the giving of ten (10) days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this contract, the County may terminate the contract effective upon written notice at any time. Furthermore, 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 Contract, the County shall have the option to immediately terminate this Contract upon providing written notice to the Contractor. In such 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 termination.

3. SCOPE OF SERVICES

Services performed pursuant to this Agreement shall be provided in accordance with Section 4410 of the New York State Education Law and in compliance of the Regulations of the Commissioner of Education of the State of New York.

- a. The Contractor shall provide appropriate services for children with disabilities placed by the BOE to attend the Contractor's program. The Contractor shall provide such services for that part of the school year for which disabled children are placed by the BOE. The school year is hereby defined as a July/August session from July 1 through August 31 and/or a September/June session from September 1 through June 30.
- b. All financial arrangements for services under this contract shall be between the County and Contractor in accordance with the Provisions of Section 5 of this contract. The Contractor shall be responsible for the delivery of appropriate services, including the training and/or retraining of direct service staff employed by the Contractor. For purposes hereof, "Direct Service Staff" shall be defined as, but not limited to, individuals providing special education and/or related services that are licensed and certified by law, to provide such services as

mandated on the student's approved Individualized Education Program (IEP). Direct Service Staff may also include individuals, volunteers or employees who function within the classroom of approved State Education Department programs and are not required by law to be certified or licensed. Direct Service Staff may be employees or independent providers within the Contractor program.

- c. **Services cannot begin until a date after the Board of Education approval date. Start date will be indicated on the STAC 1 (System to Track and Account for Children).**

4. APPROVED CONTRACTED PROVIDER SITES

The parties agree to be bound by the sites listed on Appendix A (New York State Education Department, Approved Provider Sites), which is attached hereto and made a part hereof. In the event that the Commissioner of Education of the State of New York withdraws approval for the operation of any program or service at any site as listed in Appendix A, such action shall constitute an immediate amendment to this contract removing inclusion of such program or service from Appendix A. In the event that the Contractor intends to cease/change operation of any or all programs or services at any site listed in Appendix A, the Contractor shall give written notice of such intention to the County and the BOE(s) not less than ninety (90) days prior to the intended effective date of such action. Such cessation shall constitute an immediate amendment to this contract thus removing such program from Appendix A.

5. REIMBURSEMENT:

The County, in accordance with the provisions of this Contract, shall reimburse the Contractor for expenditures made for contracted services as follows:

- a. Such payments shall be at the rates approved for tuition. The tuition rate shall be the amount established for such purpose by the Commissioner of Education and certified by the Director of Budget of the State of New York. The County shall pay the Contractor only those rates which are set by the Commissioner and transmitted in writing, or by publication on the NYS Department of Education electronic website, by the Commissioner and only for such period as the Contractor has the Commissioner's approval.
- b. Where the enrollment for a child is for periods of less than the full July/August session or September/June session, the payment shall be prorated by the Commissioner pursuant to the Part 200 Regulations of the Commissioner.
- c. The Contractor shall submit a voucher to the County for the services rendered not later than fifteen (15) days after the end of the July/August sessions and not later than fifteen (15) days following each segment of the September/June session, where such segment shall be monthly.
- d. In the event of notification by the Commissioner of an official rate change, the Contractor shall submit a voucher to the County of any additional payment due to the rate increase or shall notify the County of any refund owed due to a rate decrease. Such voucher or notice shall be submitted not more than thirty (30) days after such official notification.
- e. The Contractor and County shall adhere to the approved reconciliation methodology for school years covered under the terms of this contract as defined in Part 200 of the Commissioner's regulations.
- f. The County shall reimburse the Contractor for services rendered under the terms of this contract in the first instance and at least quarterly upon receipt of vouchers from the Contractor. No payment shall be required to be made by the County for tuition prior to the receipt of Notification of Determination of Placement or STAC 1, if the BOE uses the STAC 1 as its notice of determination of placement. The County shall pay tuition pursuant to such Notification commencing the date of enrollment prescribed therein or actual first date of student attendance or legal absence from the program in accordance with Section 175.6 of the Commissioner's regulations, whichever is later. In the case of evaluations or reevaluations the County shall pay for such evaluations or reevaluations upon receipt of the Authorization (STAC-5).
- g. No parent or any person shall be required or requested to make payment for tuition in addition to the payments made by the County pursuant to this contract.
- h. All claims for payment made to the County by the Contractor shall identify and allocate costs of services rendered in such a manner as shall be acceptable to the County for Medicaid Compliance.
- i. The Contractor shall prepare and make available such statistical, financial and other records pursuant to section 4410 of the New York State Education Law, as necessary for reporting and accountability. All documents and records shall be consistent with New York State requirements for audit and rate establishment procedures. The financial records and other financial documents relevant to this contract shall be retained by the contractor for nine (9) years after the school year in which services were provided. The Contractor shall also be responsible for submitting to the County a copy of their program cost report for the contract term provided herein.
- j. These records pursuant to Section 4410 of the New York State Education Law shall be subject at all reasonable times to inspection, review or audit by the BOE, the County where the Contractor is located, the State of New York, acting through the Education Department or the State Comptroller, federal and other personnel duly authorized by such County. In addition, the County shall make available any and all copies of such documents to such other Municipalities as my contract with the Contractor.

6. MEDICAID COMPLIANCE:

The Contractor shall furnish with the voucher or maintain in a central location (as requested below) the following information for all Medicaid eligible children enrolled in its programs pursuant to Section 4410 of the Education Law:

- a. Dates the child received a health related support service (e.g. physical therapy, speech therapy, occupational therapy, skilled nursing services and/or counseling and transportation, as applicable). (To be furnished with voucher);
 - b. Documentation that each service session was verified as delivered by the signature of the service provider (To be furnished with voucher);
 - c. Copy of the child's Individualized Education Program (IEP) (To be maintained in central location);
 - d. Copy of the Medicaid consent form to release child specific information signed by the parent of a child with a disability receiving Medicaid eligible services who is a recipient of Supplemental Security Income (SSI);
 - e. All reporting requirements necessary for Medicaid in Education compliance.
 - f. The Contractor shall furnish the County each month with the number of eligible Medicaid services by service type provided to each Medicaid eligible child pursuant to Section 4410 New York State Education Law.
 - g. The Contractor shall obtain from the parent or person in parental relationship to the Medicaid eligible child receiving services pursuant to Section 4410 of the Education Law, the Client Identification Number (CIN), period of eligibility and any other relevant third party health insurance information for the purpose of establishing Medicaid as the "payer of last resort". Appendix B-3, attached hereto, shall be submitted to the County upon the child's entry into the program or when the child first becomes Medicaid eligible. Nothing herein shall preclude the child's enrollment and initiation of services in accordance with the Board's Notice of Determination. A copy is to remain in the Contractor's file.
1. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form attached hereto as Appendix C-1, for Medicaid eligible children, that all certified teachers of the speech and hearing handicapped shall work "under the direction of" a licensed speech-language pathologist. The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed speech-language pathologist. In addition, the licensed pathologist shall certify by signature how accessibility to the pathologist is being provided to the therapists for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
 2. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form attached hereto as Appendix C-2, for Medicaid eligible children, that all certified physical therapy assistants (PTA) shall work "under the direction of" a licensed and registered physical therapist (graduate of a CAPTE-approved program). The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed physical therapist. In addition, the licensed physical therapist shall certify by signature how accessibility to the physical therapist is being provided to the physical therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
 3. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form attached hereto as Appendix C-3, for Medicaid eligible children, that all certified occupational therapy assistants (COTA) shall work "under the direction of" a licensed and registered occupational therapist. The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed and registered occupational therapist. In addition, the licensed and registered occupational therapist shall certify by signature how accessibility to the occupational therapist is being provided to the certified occupational therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
 4. The Contractor must submit, for Medicaid eligible children, a signed Medicaid Provider Agreement and Reassignment form with the signed Contract so the County can claim Medicaid reimbursement for the services provided under 4410 of the Education Law. Appendix B-1 and B-2

7. REGULATORY COMPLIANCE:

The Contractor will maintain the standards set forth under Section 200.20 of the Regulations of the Commissioner to preserve its status as an approved school for the education of children with disabilities. It is understood and agreed by the parties that, should the Contractor's approval status be terminated by the Commissioner, this Contract shall be void, in which case the Contractor shall be entitled to no compensation for the portion of the school year in which such approval ceases to be maintained and shall reimburse the County any amounts already received for that portion of such school year.

6. HEALTH REQUIREMENTS

- a. The Contractor shall ensure compliance with New York State, Title 10, Codes, Rules and Regulations, all applicable County policies and Federal laws pertaining to health requirements.
- b. The Contractor agrees to provide the County copies of all health requirements. Failure to submit required documents within (30) days of contract execution may result in contract being voided without further notice.

7. CHILD ABUSE/MALTREATMENT MANDATE

- a. In compliance with Section 4410 of the New York State Education Law and Section 424-a of the New York State Social Service Law, the Contractor that contracts with the county for preschool special education services, is required to screen Contractors who will have "regular and substantial contact" with children, as defined by New York State Department of Social Service Administrative Directive 86 ADM-43, through the State Central Register of Child Abuse and Maltreatment, hereinafter referred to as "SCR."
- b. The Contractor is responsible for clearing the following individuals: (1) Any person who is actively being considered for employment and who will have the potential for regular and substantial contact with children who receive preschool special education programs and services; (2) Any person who is employed by an individual, corporation, partnership, or association that provides goods or services to approved preschool special education Contractors who has the potential for regular and substantial contact with children who receive preschool special education programs and services.
- c. The Contractor is responsible for screening individuals through the SCR regardless of whether an individual has been screened through the SCR for employment or contract with another County or agency provider.
- d. The Contractor will not permit unsupervised contact between child and any potential employee or contractor before receiving a completed clearance and acceptable response from SCR.
- e. The Contractor will notify all individuals being screened that an inquiry will be made to the SCR and that this is a State requirement. The Contractor will establish procedures to ensure that the confidentiality of any SCR response is maintained. The Contractor will comply with SCR regulations in not screening employees more than once every six months, and one time only to the extent required by section 424-A of the Social Service Law for contractors, consultants and volunteers.
- f. Proof of SCR database check in accordance with Section 424-a must be submitted to the County with the contract and on an ongoing basis as required for preschool.

8. CONFIDENTIALITY

The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by Law or by written consent of the child's representative. The Contractor further agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this Agreement. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this Agreement in conformity with the provisions of applicable Federal, State, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall cause for immediate termination of this Agreement.

9. REPORTING REQUIREMENTS

- a. Contractor's employed therapists shall be presently qualified to provide related services in New York State and agree to submit copies of all appropriate license(s) or certification(s) to the County and update these as necessary during the Term of this Contract.
- b. Attend CPSE annual review meetings and program reviews as scheduled by the CPSE Chairperson or BOCES Coordinator for the child being served. A copy of any reports necessary for review at these meetings shall be forwarded to the County, as well as the CPSE Chairperson/BOCES Coordinator, at least ten (10) school days prior to the meeting date.
- c. Speech pathologists shall be required to obtain a written **Prescription** (recommendation/order) for speech services signed and dated from (1) NYS Licensed and ASHA Certified Speech-Language Pathologist OR (2) a physician, physician's assistant or nurse practitioner which denotes an ICD-9 code. The NYS Licensed and ASHA Certified Speech-Language Pathologist cannot write a referral if they have not seen the preschool child. 18NYCRR 505.11 states that a written order must contain

a diagnostic statement and purpose of treatment. It is not acceptable for the ordering or referring professional never to have met with the child as it is incompatible with the obligations of the ordering practitioner to assure that the ordered care, services or supplies will meet the recipients needs and restore him/her to the best possible functional level. Physician, physician assistants or nurse practitioner's orders must be dated on or before the initiation of service. No direct or consultation services will be permitted unless an appropriately written prescription is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.

- d. **Speech pathologist shall complete and submit to the County the "Certification of Under the Direction and Accessibility" Attachment C-1 for teachers certified to provide speech and language services who work under the "direction" of the licensed and New York State registered speech and language pathologist.**
- e. **Physical Therapists shall complete and submit to the County the "Certificate of Under the Direction and Accessibility" Attachment C-2 for physical therapy assistants who work under the "direction" of the licensed, NYS registered and CAPTE educated physical therapist.**
- f. **Occupational Therapists shall complete and submit to the County the "Certification of Under the Direction and Accessibility" Attachment C-3 for certified occupational assistants who work under the "direction" of the licensed and NYS registered occupational therapist.**
- g. **Physical Therapists must obtain a signed prescription (order/ recommendation) from a physician, physician assistant or nurse practitioner which denotes an ICD-9 code.**
- h. **Occupational therapists must obtain a signed prescription (order/recommendation) signed and dated by a licensed physician or nurse practitioner which denotes an ICD-9 code.**
- i. **No direct or consultation services can be delivered unless an appropriately signed and dated prescription by the appropriate professional is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.**
- j. **Obtain from the CPSE Chairperson a current copy of the IEP prior to start of service which will follow BOE approval date. This is applicable to any later program changes on IEP as well. The Contractor shall deliver services as specified on the IEP as to areas of remediation, frequency and duration of service.**
- k. **The Contractor shall submit at least monthly or with the invoice, whichever is first, an attendance and progress note for each session child was serviced. All progress notes submitted must also have the signature and National Provider Identification number (NPI#) of this licensed individual and title as well as the direct service provider and title.**
- l. **The Contractor shall follow recommended procedure for filing a claim as indicated under Appendix D.**
- m. **The Contractor shall call the CPSE chairperson for a program review if services cannot be delivered as indicated on IEP due to child's absence, etc. or if therapist recommends change in service or discharge.**
- n. **The Contractor shall forward to the County and the CPSE prior to any scheduled program review, or annual review a copy of all documentation and justification for 12-month programming, should this be recommended.**
- o. **The Contractor shall maintain up to date license and certifications and forward copies to the County when they become due.**
- p. **Progress notes addressing goals and objectives on the IEP must be done quarterly. A copy must be provided to the parent, CPSE Chairperson and the County.**
- q. **Upon expiration of the term of the contract all files and records shall be retained by the Contractor until further notice from the County.**

11. INSURANCE

The Contractor shall maintain a professional liability policy and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor shall also maintain general liability insurance and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor agrees to have the County names as "additional insured" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.

12. INDEMNIFICATION

- a. **The County shall not be liable for any claim of malpractice asserted against the Contractor, and the Contractor shall hold the County harmless for any and all claims arising from the Contractor's service under this Agreement including but not limited to, malpractice, negligence or willful misconduct.**
- b. **The Contractor agrees to make no claim for damages for delay occasioned by an act or omission of the County.**

13. EXCLUSIVITY

- a. **The County retains the right to reassign children to other Contractors or its own employees.**
- b. **The County retains the right to contract with other independent contractors for such services which are the same or similar to those provided by the Contractor, or to provide such services to its eligible children through its own employees. The Contractor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not patients of the County.**

14. CONTRACTOR STATUS

- a. It is intended by both the Contractor and the County that the Contractor's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the Contractor and the County. The Contractor 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 County 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). The Contractor will indemnify and hold the County harmless from all loss or liability incurred by the County as a result of not making such payments or withholdings.
- c. The Contractor understands, and represents to the County, that such insurance and tax payments are the sole responsibility of the contractor.
- d. If the Internal Revenue Service or any other governmental agency questions or challenges the Contractor's independent contractor status it is agreed that both the County and the Contractor 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.
- e. The Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age Discrimination Employment Act of 1973 as amended, Executive order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Regulations, 41 CFR Part 60.
- f. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

15. SUBCONTRACT

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

16. LOBBYING

The Contractor which shall be a party to this Agreement shall not use federal funds for lobbying purposes 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 \$100,000.00 as defined at 34 CFR Part 82, Section 82.110.

17. DISBARMENT

The contractor entering into this Agreement shall not have its principal disbarred, ineligible, or voluntarily excluded from a cover transaction by any federal agency as required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary transactions, as defined at 34 CFR Part 85, Sections 83, 105, and 85.110. Moreover, the Contractor may not have within the last three year period, been convicted of, have a civil judgment rendered or presently be under an indictment for the commission of fraud or criminal offense which would make you ineligible to receive funding.

18. ENTIRE AGREEMENT

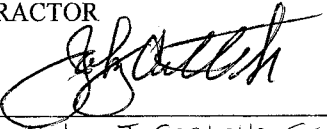
The terms of this Agreement including all attachments, amendments, addendums, appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and superseded all prior negotiations, representations, understandings or agreements, whether written or oral, with the respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the parties sought to be bound.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement.

ONEIDA COUNTY

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

CONTRACTOR

BY: 
NAME: John J. Costello, Sr
TITLE: Board President

DATE: _____

DATE: 4-9-14

Approved as to Form ONLY

BY: _____
Oneida County Attorney

ADDENDUM

THIS ADDENDUM, entered into on this ^{1st} ~~9th~~ day of ~~April~~ ^{July} 2014 ~~2014~~ ~~SAP~~
between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor,
vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as
CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease,
amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing
have recommended the inclusion of the standard clauses set forth in this Addendum to be
included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the
following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to
anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal
Requirements.**

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 waste and recyclables generated within the Authority's service area by
performance of this Contract by the 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.

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility
Matters; and Drug-Free Workplace Requirements.**

- 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 Contractor, 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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors 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 Contract 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 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract 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 Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor 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 an 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. 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 (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (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: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (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).

2. 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).

Madison-Oneida BOCES, 4937 Spring Rd., PO Box 1168, Verona, NY 13478

- d. 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 Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (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 Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, 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 County. 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 with the Standards for Privacy of Individual 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; and
 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 County's clients.
- b. 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 County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, 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 County.

- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract 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 this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County 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 Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract 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 County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal 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 County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal 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.

7. 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, the 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, the 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. The 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.

8. 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 the 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, the 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

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 shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. 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 County Comptroller, the County Attorney 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 County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County 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: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the

payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, 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 County is mandatory. The principle 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 liabilities and to generally identify persons affected by the taxes administered by the New York State 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 County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. 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 Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. 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 Section 165 of the State Finance Law (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 County.

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 Section 165 of the State Finance Law. Any such use must meet with approval of the County; 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 County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.


The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

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

Contractor

By: 
Name: John J. Costello, Sr

Approved as to Form only

Oneida County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

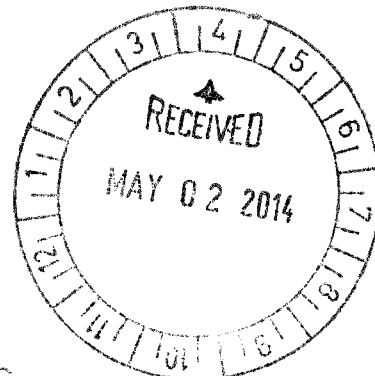
ADMINISTRATION

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

April 22, 2014

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

14-192
HEALTH & HUMAN SERVICES



Dear Mr. Picente:

WAYS & MEANS

Attached are three (3) copies of a Memorandum of Understanding (MOU) between Oneida County through its Health Department and Quality and Technical Assistance Center (QTAC).

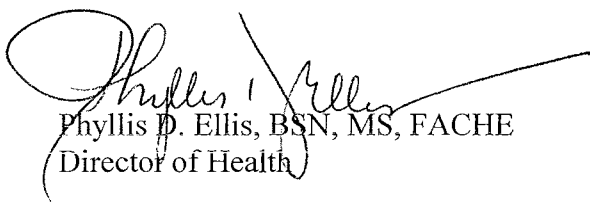
The MOU will provide a partnership with QTAC for the purpose of Oneida County Health Department's ability and commitment to provide quality delivery of QTAC-promoted evidence-based health promotion and self-management programs, provide QTAC with ongoing program information as requested, link efforts to QTAC and its local and/or regional partners where applicable. Detailed responsibilities are outlined in sections one and two of the attached MOU.

The term of the MOU will remain in effect January 1, 2014 through December 31, 2015. As resources are available, QTAC will provide financial and/or material support to its partners with a fully executed MOU and in good standing with QTAC in an effort to assist in the development and/or sustainability of program infrastructure. This may include training support, approved program materials (complimentary or at a discounted rate) and/or monetary awards.

This MOU is not mandatory by Public Health Law. The reason this MOU is being forwarded to you after the commencement date is due to delays in processing.

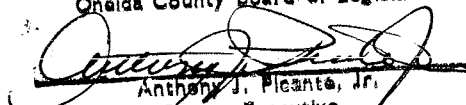
If this MOU meets with your approval, please forward to the Board of Legislators.

Sincerely,


Phyllis D. Ellis, BSN, MS, FACHE
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 5-2-14

Oneida County Department: Public Health Competing Proposal: _____
Only Respondent: _____
Sole Source RFP: _____
Other: X

NAME AND ADDRESS OF VENDOR: Quality & Technical Assistance Center
NYS Evidence-Based Health Programs
Univ. at Albany School of Social Welfare
135 Western Avenue RI 382
Albany, New York 12222

SUMMARY STATEMENT: Partnership with Quality & Technical Assistance Center (QTAC) for the purpose of this Memorandum of Understanding is based on Oneida County Health Department's ability and commitment to provide quality delivery of QTAC-promoted evidence-based health promotion and self-management programs, provide the QTAC with ongoing program information as requested, link efforts to the QTAC and its local and/or regional partners where applicable. Detailed responsibilities are outlined in sections 1 and 2.

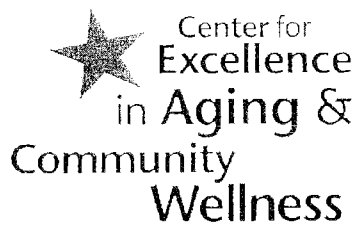
DATES OF OPERATION: January 1, 2014 to remain in effect through December 31, 2015.

TOTAL FUNDING REQUESTED: As resources are available, QTAC will provide financial and/or material support to its partners with a fully executed MOU and in good standing with QTAC in an effort to assist in the development and/or sustainability of program infrastructure. This may include training support, approved program materials (complimentary or at a discounted rate) and/or monetary awards.

 NEW RENEWAL AMENDMENT APPLICATION
 X MEMORANDUM OF UNDERSTANDING

Expense Account: A4010.495

Revenue Account: A3401.01, state aid 36% of expenditures



Quality & Technical Assistance Center

Supporting Evidence-Based Health Programs

e-mail: QTAC@albany.edu web: www.nycdsmp.groupsites.com
toll-free: 877-496-2780 local: 518-442-5530

NEW YORK STATE EVIDENCE-BASED HEALTH PROGRAMS QUALITY & TECHNICAL ASSISTANCE CENTER (QTAC) PARTNERSHIP MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding, dated 1/1/2014, and titled NYS Evidence-Based Health Programs Quality & Technical Assistance Center Partnership Memorandum of Understanding (also abbreviated as "QTAC Partnership MOU") is hereby entered into between the New York State Evidence-Based Health Programs Quality & Technical Assistance Center, a unit of the Center for Excellence in Aging & Community Wellness, State University of New York at Albany, hereafter known as "QTAC", and,

The Oneida County Health Department

an organization within New York State who exhibits commitment to quality delivery of the QTAC-approved evidence-based health promotion program(s) promoted by the QTAC, as noted on page four-and any other programs added after the execution date of this document, and hereafter known as the "Partner." The MOU will remain in effect until December 31, 2015 and may be dissolved by either party with 30 days written notice during the term of this MOU.

Partnership with the QTAC for the purposes of this MOU is based on the Partner's ability and commitment to 1) provide quality delivery of QTAC-promoted evidence-based health promotion and self-management programs (see current list of programs on page four of this MOU), 2) provide the QTAC with ongoing program information as requested, 3) link efforts to the QTAC and its local and/or regional partners where applicable, and 4) sign and submit this Memorandum of Understanding to the QTAC. The responsibilities are outlined in the following sections:

SECTION II. PARTNER RESPONSIBILITIES

The specific responsibilities of the Partner under this MOU are as follows:

1. The Partner shall submit in approved paper or electronic format ongoing program information and data to the QTAC, for the period of this MOU, using QTAC standard data tools found on the QTAC Partner Portal. From time to time, the Partner may be asked and/or may volunteer to participate in additional data collections. The Partner understands that from time to time Partner data will be provided to funders of the QTAC in de-identified and/or aggregate form.
2. The Partner will secure, in a locked place, data records collected from program participant(s) until mailed to the QTAC. If data is electronically submitted to the QTAC, the Partner will either destroy the original data records by shredding and/or electronic purging once the QTAC has confirmed receipt of copy or secure, in a locked place or password-protected computer, the data until it is destroyed.
3. The Partner shall be responsible for recruiting appropriate personnel and/or volunteers to deliver the QTAC-promoted program(s). The Partner shall ensure that all program personnel and/or volunteers have undergone the proper training and meet all program-specific requirements.
4. The Partner shall be responsible for publicizing/marketing the QTAC-promoted program(s); further the Partner shall be responsible for recruiting and registering participants for each program as outlined in the program-specific exhibit (see attached exhibit(s)).
5. The Partner agrees be actively engaged in the development and delivery of the programs checked on page 4 of this MOU and will notify QTAC if this status changes.
6. The Partner agrees to provide each program participant access to (complimentary, reasonable fee, or by a loan arrangement) the necessary materials to complete the program as intended by the program developers.
7. The Partner will abide by the *QTAC Continuous Quality Improvement Plan* and agrees to participate in ongoing continuous quality improvement assessment activities requested by the QTAC.
8. The Partner's Program Coordinator and active program facilitators must annually attend at least one Quality Assurance meeting (via webinar, conference call or in-person) hosted by the QTAC or by QTAC Partner on behalf of the QTAC. Quality Assurance meetings provide Partner and facilitators with updates regarding programs, training, procedures, etc. and are a critical component to building a quality workforce. Abide by the *Developing a High Quality Workforce to Deliver EBIs for Health Document*.
9. The Partner shall link their efforts with the QTAC and its local/regional partners wherever possible.

10. The Partner shall not modify the program curriculum of any QTAC-promoted or developer-approved curriculum in any way without the express written permission of the QTAC and the program's developer.

The Partner shall abide by the QTAC's policies and procedures and any program license agreement held by the QTAC on behalf of the Partner. All necessary forms for QTAC-approved program should be sent or emailed to:

Center for Excellence in Aging & Community Wellness, NYS Evidence-Based Health Programs QTAC, RI 388, 135 Western Ave, Albany, NY 12222
QTAC@albany.edu

11. The Partner shall use the Program(s) at its own risk, and the QTAC does not represent that the Program(s) is accurate or up-to-date. The QTAC will have no liability to Partner or to any third party as a result of its use of the Program(s), and to the extent allowed under the laws of the State of New York; Partner will be liable for any claims related to its use of the Program(s) and hold QTAC harmless from any claims related to Partner's use of the Program(s). Further, the Partner acknowledges that the QTAC recommends the Partner utilize delivery sites holding appropriate liability insurance for the activity of the program.

SECTION III. INCORPORATION BY REFERENCE

Both parties hereby agree that the documents held in the appendices and exhibits of this MOU are hereby incorporated into and made an integral part of this MOU:

Exact Title of Document(s)

<input checked="" type="checkbox"/>	DATE ADDED	8/19/2011	Stanford Self-Management Programs.....Exhibit A
<input type="checkbox"/>	DATE ADDED		New York State Diabetes Prevention Program.....Exhibit B
<input type="checkbox"/>	DATE ADDED		Walk With Ease Self-Directed Program.....Exhibit C
<input type="checkbox"/>	DATE ADDED		Active Living Every Day Program.....Exhibit D
<input type="checkbox"/>	DATE ADDED		Active Choices Program.....Exhibit E
<input type="checkbox"/>	DATE ADDED		A Matter of Balance Program.....Exhibit F

SECTION IV. SIGNATURES

In acknowledgement of the foregoing description of the services and requirements of this agreement, these authorized signatories of the QTAC and the Partner do hereby attest to their acceptance of the terms and conditions of this Memorandum of Understanding.

For the QTAC

BY: 
Authorized Signature

Lisa A Ferretti
Name (Type or Print)

Director - NYS QTAC
Title (Type or Print)

3/19/14
Date of Signing

For the Partner

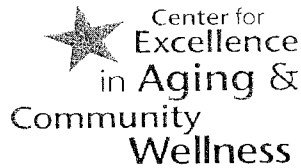
BY: _____
Authorized Signature

Anthony J. Picente, Jr.
Name (Type or Print)

Oneida County Executive
Title (Type or Print)

Date of Signing

Approved As To Form
ONEIDA COUNTY ATTORNEY
By Nichole M. Hannon



Quality & Technical Assistance Center

Supporting Evidence-Based Health Programs

e-mail: QTAC@albany.edu web: www.nycdsmp.groupsites.com
toll-free: 877-496-2780 local: 518-442-5530

Exhibit A

Stanford Self-Management Programs (S-SMP)

In addition to the requirements outlined in the *QTAC Partnership MOU* dated 1/01/2014,
The Oneida County Health Department
also known as the "Partner," agrees to the following *Stanford Self-Management Program (S-SMP)** responsibilities:

- 1) The Partner agrees to deliver a minimum of **two S-SMP community workshops each year** utilizing trained and active Leaders or Master Trainers. For each workshop, the Partner agrees to recruit and register a minimum of **10 participants each**. If the Partner hosts a **Leader Training**, the Partner agrees to recruit and register a minimum of **10 trainees each**. If recruitment efforts do not yield the minimum numbers indicated here, the Partner will submit a *Waiver for Reduction in Class Size Request Form* at least 2 weeks prior to the beginning of workshop and/or training.
- 2) The Partner will submit all QTAC-required program data via the NYS QTAC Partner Portal or by mail. QTAC program data requirements for the S-SMP include:
 - a. For each **workshop held**, the Partner must enter the workshop details (i.e., location, dates, time, leader names, etc.) into the QTAC Partner Portal before the start of the workshop. Once entered, the Partner must download and print from the QTAC Partner Portal all required data forms for the workshop OR enter this information directly into the portal at the time of collection. The contents of the data packets forms must be completely filled out and submitted to the QTAC within 48 hours of completing the workshop either via US mail or by entering the information into the QTAC Partner Portal.

* References to the "Stanford Self-Management Programs", also abbreviated "S-SMP", include all Stanford Patient Education Research Center's (SPERC) Self-Management Programs for which the QTAC holds a license (i.e., *Chronic Disease Self-Management Program*). Please refer to the current SPERC License Agreement with the QTAC (The Research Foundation of the State University of New York on behalf of the Center for Excellence in Aging & Community Wellness) for a list of these programs.

- b. **BEFORE Partner BEGINS a Leader Training:**
- Partner will notify QTAC and include the following information in the notification or enter into the QTAC Partner Portal prior to the training:
 - i. Training program name, location, dates, times
 - ii. Registration/Training Coordinator name, phone number, email
 - iii. Names of two Master Trainers co-leading the Training
 - iv. Whether it is a Private (not to be posted) or Public (to be posted to NYS QTAC Calendar: <https://www.ceacw.org/calendar>) Training
 - Partner will verify ALL trainees have completed an *S-SMP Leader Application* and will review this application carefully, sign, and file in local program files.
 - Partner will follow the *QTAC Leader Screening Protocol*.
- c. **DURING Leading Training**, Partner will make sure:
- Trainees daily **initial** the *Training Roster* (download this trainee sign-in sheet from Partner Portal)
- d. **AFTER Leading Training**, Partner will submit to QTAC an update in status for each trainee indicating whether or not they successfully completed the training and are now eligible to lead workshops.
- e. Partner shall regularly update their list of all active Leaders and Master Trainers in the QTAC Partner Portal, including after each Leader Training.
- 3) For Partners working under the QTAC license, Partner agrees **NOT** to distribute the QTAC license and/or any Stanford program manuals in a manner inconsistent with this MOU and without providing advance notice to the QTAC.
- 4) Partner will only reproduce and distribute the Stanford Self-Management Program materials for the sole purpose of administering the Program for internal educational purposes. All training materials and manuals that are produced must properly give acknowledgement to Stanford (See current SPERC License Agreement for details). Any other use of the Program(s) in whole or part is prohibited.
- 5) Beginning January 1, 2014, the Partner must ensure all Peer Leaders and Master Trainers providing SMP programming on behalf of the Partner are updated in the 2012 version of the CDSMP. The QTAC will only hold a license for the 2012 version of the CDSMP after January 1, 2014; therefore, use of any other version of the program will be prohibited under the QTAC license.

License(s)/Organizations

Please indicate whose Stanford license the following programs will be delivered under:

QTAC	Partner	N/A*	Program
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Chronic Disease Self-Management Program (CDSMP)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tomando Control de su Salud (Spanish CDSMP)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Diabetes Self-Management Program (DSMP)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Programa de Manejo Personal de la Diabetes (Spanish DSMP)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Positive Self-Management Program for HIV (PSMP)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Chronic Pain Self-Management Program (CPSMP)

*Select N/A if your organization is currently not offering this program. Your choices may be revised at any time during the period of this MOU by contacting the QTAC.

If you selected "Partner" for any of the above licenses, please state the name of the organization, as it appears on your Stanford license, as well as the start date on the license and programs covered:

Stanford License Organization Name:

Stanford License Date: Stanford Programs Covered Under this License:

If there are other organizations functioning under this MOU who are independently organizing workshops/trainings, but reporting to QTAC through you, please list them here**:

Organization Name:

Address:

Contact Name: Phone Number: Email:

Organization Name:

Address:

Contact Name: Phone Number: Email:

** If more space is required, please attach additional sheets.

Program Coordinator Contact Information

This person will be the primary contact for the QTAC to reach for questions about your organizations S-SMP:

Name (Type or Print): _____ Title: _____
Jesse A. Orton Public Health Educator

Organization: _____
Oneida County Health Dept

Address 1 (street #, street name): _____ Address 2 (Suite, Apt, Bldg, Room #): _____
185 Genesee Street 5th Floor

City: _____ State: _____ Zip: _____
Utica NY 13501

Phone number(s): _____
315-798-5486

Email Address (es): _____
jorton@ocgov.net

Additional Notes:

Exact Title of Document(s)

QTAC Continuous Quality Improvement Plan..... Appendix A
S-SMP Materials - Bulk Purchasing Policy..... Appendix B
Developing a High Quality Workforce to Deliver EBIs for Health..... Appendix C

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

SPECIAL CHILDREN SERVICES

Phone: (315) 798-5223 • Fax: (315) 798-6441 • Email: publichealth@ocgov.net

April 14, 2014

Anthony J. Picente Jr. *AP 20*
County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

14-193
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

HEALTH & HUMAN SERVICES
WAYS & MEANS

[Signature]
Anthony J. Picente, Jr.
County Executive

Date *5-2-14*

Dear Mr. Picente:

Under Section 4410 of the New York State Education Law in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, municipalities are mandated to provide payment for evaluations and Special Education Itinerate Teacher services rendered to preschool aged children.

Enclosed please find (4) four copies of an Agreement between Children's Therapy Network and the Oneida County Health Department Preschool Education and Transportation of Handicapped Children Program for the reimbursement of evaluations and Special Education Itinerate Teacher services during the of period July 1, 2014 through June 30, 2017.

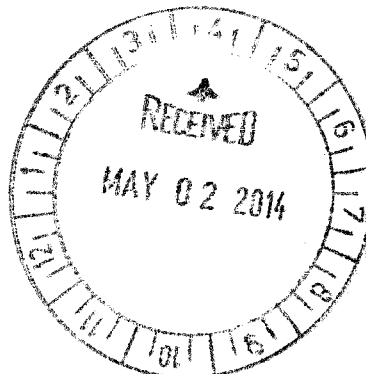
We anticipate this reimbursement will be \$509,358.00 from July 1, 2014 through June 30, 2017. 40.5% is funded by Oneida County and 59.5% is New York State reimbursed.

This contract requires Board of Legislature approval by the meeting date of 5/14/2014.

Sincerely,

[Signature]
Phyllis D. Ellis, BSN, MS, F.A.C.H.E.
Director of Health

Enclosures



CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Education and Transportation of Handicapped Children Program
Account Number: A2960.1952 Evaluations
A2960.4957 Tuition

NAME AND ADDRESS OF VENDOR: Children’s Therapy Network
171 Intrepid Lane
Syracuse, NY 13205

VENDOR CONTACT PERSON: Erick Schwartz

DESCRIPTION OF CONTRACT: The Oneida County Health Department contracts with program providers and individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Code of Federal Regulations. Transportation services are provided in accordance with Section 119-0 of the General Municipal Law and Section 236 of the Family Court Act.

CLIENT POPULATION SERVED: Preschool Students with Disabilities

2013 CONTRACT YEAR TOTAL: \$169,786.00

THIS CONTRACT YEAR: Rate for Evaluations and Tuition is set by New York State Education Department. Transportation rates are awarded by Purchasing Department by bids.

THIS IS CONTRACT PERIOD: July 1, 2014 to June 30, 2017

_____NEW X RENEWAL _____AMENDMENT

FUNDING SOURCE: Contract Amount: \$509,358.00

Less Revenues: _____\$0.00_____

State Funds	\$303,069.00	59.5% of Total Dollars per school year
County Dollars - Previous Contract	\$ 206,289.00	40.5% of Total Dollars per school year
County Dollars - This Contract	\$ 206,289.00	40.5% of Total Dollars per school year

Approved as to Form by County Attorney: _____



ONEIDA COUNTY PRESCHOOL SEIT/EVALUATION CONTRACT

This Contract, by and between the COUNTY OF ONEIDA, through its Health Department, a municipal corporation of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York, hereinafter referred to as the County, and Children's Therapy Network, hereinafter referred to as the Contractor, having its main office at 171 Intrepid Lane, Syracuse, New York.

WITNESSETH:

WHEREAS, the County is in need of the provision of services to preschool children with disabilities pursuant to Section 4410 of the New York State Education Law and Part 200 of the Regulations of the Commissioner of Education through the County's Education/Transportation of Handicapped Children Program, hereinafter referred to as the Program.

WHEREAS, the Contractor has been approved by the Commissioner of Education of the State of New York to provide the above named special education program in accordance with Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner, to an eligible preschool student with a disability, as recommended by the Committee on Preschool Special Education, (CPSE) AND approved by the Board of Education (BOE) from the child's resident school district.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. TERM OF AGREEMENT

This contract shall become effective July 1, 2014 and terminate June 30, 2017 conditioned upon the continued availability of Federal/and or New York State funds for the purpose set forth in this agreement.

2. TERMINATION

- **BY CONTRACTOR:** Should the Contractor request termination of this contract, a written notice of any such termination shall be provided to the County by the Contractor not less than ninety (90) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due and the Contractor shall undertake no additional expenditures not already required. Should the Contractor be requesting termination of this contract based on the Contractor's intent to cease operation, all specific close down procedures shall be followed by the Contractor in accordance with Part 200 of the Regulations of the Commissioner of Education of the State of New York. Written notice of any such termination shall be provided to the County not less than ninety (90) days prior to the effective date of such action.
- **BY COUNTY:** This contract may be terminated at any time by the County upon the giving of ten (10) days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this contract, the County may terminate the contract effective upon written notice at any time. Furthermore, 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 Contract, the County shall have the option to immediately terminate this Contract upon providing written notice to the Contractor. In such 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 termination.

3. SCOPE OF SERVICES

Services performed pursuant to this Agreement shall be provided in accordance with Section 4410 of the New York State Education Law and in compliance of the Regulations of the Commissioner of Education of the State of New York.

- a. The Contractor shall provide appropriate services for children with disabilities placed by the BOE to attend the Contractor's program. The Contractor shall provide such services for that part of the school year for which disabled children are placed by the BOE. The school year is hereby defined as a July/August session from July 1 through August 31 and/or a September/June session from September 1 through June 30.
- b. All financial arrangements for services under this contract shall be between the County and Contractor in accordance with the Provisions of Section 5 of this contract. The Contractor shall be responsible for the delivery of appropriate services, including the training and/or retraining of direct service staff employed by the Contractor. For purposes hereof, "Direct Service Staff" shall be defined as, but not limited to, individuals providing special education and/or related services that are licensed and certified by law, to provide such services as mandated on the student's approved Individualized Education Program (IEP). Direct Service Staff may also include individuals, volunteers

or employees who function within the classroom of approved State Education Department programs and are not required by law to be certified or licensed. Direct Service Staff may be employees or independent providers within the Contractor program.

- c. **Services cannot begin until a date after the Board of Education approval date. Start date will be indicated on the STAC 1 (System to Track and Account for Children).**

4. APPROVED CONTRACTED PROVIDER SITES

The parties agree to be bound by the sites listed on Appendix A (New York State Education Department, Approved Provider Sites), which is attached hereto and made a part hereof. In the event that the Commissioner of Education of the State of New York withdraws approval for the operation of any program or service at any site as listed in Appendix A, such action shall constitute an immediate amendment to this contract removing inclusion of such program or service from Appendix A. In the event that the Contractor intends to cease/change operation of any or all programs or services at any site listed in Appendix A, the Contractor shall give written notice of such intention to the County and the BOE(s) not less than ninety (90) days prior to the intended effective date of such action. Such cessation shall constitute an immediate amendment to this contract thus removing such program from Appendix A.

5. REIMBURSEMENT:

The County, in accordance with the provisions of this Contract, shall reimburse the Contractor for expenditures made for contracted services as follows:

- a. Such payments shall be at the rates approved for tuition. The tuition rate shall be the amount established for such purpose by the Commissioner of Education and certified by the Director of Budget of the State of New York. The County shall pay the Contractor only those rates which are set by the Commissioner and transmitted in writing, or by publication on the NYS Department of Education electronic website, by the Commissioner and only for such period as the Contractor has the Commissioner's approval.
- b. Where the enrollment for a child is for periods of less than the full July/August session or September/June session, the payment shall be prorated by the Commissioner pursuant to the Part 200 Regulations of the Commissioner.
- c. The Contractor shall submit a voucher to the County for the services rendered not later than fifteen (15) days after the end of the July/August sessions and not later than fifteen (15) days following each segment of the September/June session, where such segment shall be monthly.
- d. In the event of notification by the Commissioner of an official rate change, the Contractor shall submit a voucher to the County of any additional payment due to the rate increase or shall notify the County of any refund owed due to a rate decrease. Such voucher or notice shall be submitted not more than thirty (30) days after such official notification.
- e. The Contractor and County shall adhere to the approved reconciliation methodology for school years covered under the terms of this contract as defined in Part 200 of the Commissioner's regulations.
- f. The County shall reimburse the Contractor for services rendered under the terms of this contract in the first instance and at least quarterly upon receipt of vouchers from the Contractor. No payment shall be required to be made by the County for tuition prior to the receipt of Notification of Determination of Placement or STAC 1, if the BOE uses the STAC 1 as its notice of determination of placement. The County shall pay tuition pursuant to such Notification commencing the date of enrollment prescribed therein or actual first date of student attendance or legal absence from the program in accordance with Section 175.6 of the Commissioner's regulations, whichever is later. In the case of evaluations or reevaluations the County shall pay for such evaluations or reevaluations upon receipt of the Authorization (STAC-5).
- g. No parent or any person shall be required or requested to make payment for tuition in addition to the payments made by the County pursuant to this contract.
- h. All claims for payment made to the County by the Contractor shall identify and allocate costs of services rendered in such a manner as shall be acceptable to the County for Medicaid Compliance.
- i. The Contractor shall prepare and make available such statistical, financial and other records pursuant to section 4410 of the New York State Education law, as necessary for reporting and accountability. All documents and records shall be consistent with New York State requirements for audit and rate establishment procedures. The financial records and other financial documents relevant to this contract shall be retained by the contractor for nine (9) years after the school year in which services were provided. The Contractor shall also be responsible for submitting to the County a copy of their program cost report for the contract term provided herein.
- j. These records pursuant to Section 4410 of the New York State Education Law shall be subject at all reasonable times to inspection, review or audit by the BOE, the County where the Contractor is located, the State of New York, acting through the Education Department or the State Comptroller, federal and other personnel duly authorized by such County. In addition, the County shall make available any and all copies of such documents to such other Municipalities as my contract with the Contractor.

6. MEDICAID COMPLIANCE:

The Contractor shall furnish with the voucher or maintain in a central location (as requested below) the following information for all Medicaid eligible children enrolled in its programs pursuant to Section 4410 of the Education Law:

- a. Dates the child received a health related support service (e.g. physical therapy, speech therapy, occupational therapy, skilled nursing services and/or counseling and transportation, as applicable). (To be furnished with voucher);
- b. Documentation that each service session was verified as delivered by the signature of the service provider (To be furnished with voucher);
- c. Copy of the child's Individualized Education Program (IEP) (To be maintained in central location);
- d. Copy of the Medicaid consent form to release child specific information signed by the parent of a child with a disability receiving Medicaid eligible services who is a recipient of Supplemental Security Income (SSI);
- e. All reporting requirements necessary for Medicaid in Education compliance.
- f. The Contractor shall furnish the County each month with the number of eligible Medicaid services by service type provided to each Medicaid eligible child pursuant to Section 4410 New York State Education Law.
- g. The Contractor shall obtain from the parent or person in parental relationship to the Medicaid eligible child receiving services pursuant to Section 4410 of the Education Law, the Client Identification Number (CIN), period of eligibility and any other relevant third party health insurance information for the purpose of establishing Medicaid as the "payer of last resort". Appendix B-3, attached hereto, shall be submitted to the County upon the child's entry into the program or when the child first becomes Medicaid eligible. Nothing herein shall preclude the child's enrollment and initiation of services in accordance with the Board's Notice of Determination. A copy is to remain in the Contractor's file.
 1. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form attached hereto as Appendix C-1, for Medicaid eligible children, that all certified teachers of the speech and hearing handicapped shall work "under the direction of" a licensed speech-language pathologist. The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed speech-language pathologist. In addition, the licensed pathologist shall certify by signature how accessibility to the pathologist is being provided to the therapists for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
 2. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form attached hereto as Appendix C-2, for Medicaid eligible children, that all certified physical therapy assistants (PTA) shall work "under the direction of" a licensed and registered physical therapist (graduate of a CAPTE-approved program). The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed physical therapist. In addition, the licensed physical therapist shall certify by signature how accessibility to the physical therapist is being provided to the physical therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
 3. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form attached hereto as Appendix C-3, for Medicaid eligible children, that all certified occupational therapy assistants (COTA) shall work "under the direction of" a licensed and registered occupational therapist. The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed and registered occupational therapist. In addition, the licensed and registered occupational therapist shall certify by signature how accessibility to the occupational therapist is being provided to the certified occupational therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
 4. The Contractor must submit, for Medicaid eligible children, a signed Medicaid Provider Agreement and Reassignment form with the signed Contract so the County can claim Medicaid reimbursement for the services provided under 4410 of the Education Law. Appendix B-1 and B-2

7. REGULATORY COMPLIANCE:

The Contractor will maintain the standards set forth under Section 200.20 of the Regulations of the Commissioner to preserve its status as an approved school for the education of children with disabilities. It is understood and agreed by the parties that, should the Contractor's approval status be terminated by the Commissioner, this Contract shall be void, in which case the Contractor shall be entitled to no compensation for the portion of the school year in which such approval ceases to be maintained and shall reimburse the County any amounts already received for that portion of such school year.

6. HEALTH REQUIREMENTS

- a. The Contractor shall ensure compliance with New York State, Title 10, Codes, Rules and Regulations, all applicable County policies and Federal laws pertaining to health requirements.
- b. The Contractor agrees to provide the County copies of all health requirements. Failure to submit required documents within (30) days of contract execution may result in contract being voided without further notice.

7. CHILD ABUSE/MALTREATMENT MANDATE

- a. In compliance with Section 4410 of the New York State Education Law and Section 424-a of the New York State Social Service Law, the Contractor that contracts with the county for preschool special education services, is required to screen Contractors who will have "regular and substantial contact" with children, as defined by New York State Department of Social Service Administrative Directive 86 ADM-43, through the State Central Register of Child Abuse and Maltreatment, hereinafter referred to as "SCR."
- b. The Contractor is responsible for clearing the following individuals: (1) Any person who is actively being considered for employment and who will have the potential for regular and substantial contact with children who receive preschool special education programs and services; (2) Any person who is employed by an individual, corporation, partnership, or association that provides goods or services to approved preschool special education Contractors who has the potential for regular and substantial contact with children who receive preschool special education programs and services.
- c. The Contractor is responsible for screening individuals through the SCR regardless of whether an individual has been screened through the SCR for employment or contract with another County or agency provider.
- d. The Contractor will not permit unsupervised contact between child and any potential employee or contractor before receiving a completed clearance and acceptable response from SCR.
- e. The Contractor will notify all individuals being screened that an inquiry will be made to the SCR and that this is a State requirement. The Contractor will establish procedures to ensure that the confidentiality of any SCR response is maintained. The Contractor will comply with SCR regulations in not screening employees more than once every six months, and one time only to the extent required by section 424-A of the Social Service Law for contractors, consultants and volunteers.
- f. Proof of SCR database check in accordance with Section 424-a must be submitted to the County with the contract and on an ongoing basis as required for preschool.

8. CONFIDENTIALITY

The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by Law or by written consent of the child's representative. The Contractor further agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this Agreement. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this Agreement in conformity with the provisions of applicable Federal, State, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall cause for immediate termination of this Agreement.

9. REPORTING REQUIREMENTS

- a. Contractor's employed therapists shall be presently qualified to provide related services in New York State and agree to submit copies of all appropriate license(s) or certification(s) to the County and update these as necessary during the Term of this Contract.
- b. Attend CPSE annual review meetings and program reviews as scheduled by the CPSE Chairperson or BOCES Coordinator for the child being served. **A copy of any reports necessary for review at these meetings shall be forwarded to the County, as well as the CPSE Chairperson/BOCES Coordinator, at least ten (10) school days prior to the meeting date.**
- c. **Speech pathologists** shall be required to obtain a written **Prescription** (recommendation/order) for speech services signed and dated from (1) NYS Licensed and ASHA Certified Speech-Language Pathologist OR (2) a physician, physician's assistant or nurse practitioner which denotes an ICD-9 code. **The NYS Licensed and ASHA Certified Speech-Language Pathologist cannot write a referral if they have not seen the preschool child. 18NYCRR 505.11 states that a written order must contain**

a diagnostic statement and purpose of treatment. It is not acceptable for the ordering or referring professional never to have met with the child as it is incompatible with the obligations of the ordering practitioner to assure that the ordered care, services or supplies will meet the recipients needs and restore him/her to the best possible functional level. Physician, physician assistants or nurse practitioner's orders must be dated on or before the initiation of service. No direct or consultation services will be permitted unless an appropriately written prescription is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.

- d. **Speech pathologist shall complete and submit to the County the "Certification of Under the Direction and Accessibility" Attachment C-1** for teachers certified to provide speech and language services who work under the "direction" of the licensed and New York State registered speech and language pathologist.
- e. **Physical Therapists shall complete and submit to the County the "Certificate of Under the Direction and Accessibility Attachment C-2** for physical therapy assistants who work under the "direction" of the licensed, NYS registered and CAPTE educated physical therapist.
- f. **Occupational Therapists shall complete and submit to the County the "Certification of Under the Direction and Accessibility" Attachment C-3** for certified occupational assistants who work under the "direction" of the licensed and NYS registered occupational therapist.
- g. **Physical Therapists** must obtain a signed prescription (order/ recommendation) from a physician, physician assistant or nurse practitioner which denotes an **ICD-9 code**.
- h. **Occupational therapists** must obtain a signed prescription (order/recommendation) signed and dated by a licensed physician or nurse practitioner which denotes an **ICD-9 code**.
- i. **No direct or consultation services can be delivered unless an appropriately signed and dated prescription by the appropriate professional is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.**
- j. Obtain from the CPSE Chairperson a current copy of the IEP prior to start of service which will follow BOE approval date. This is applicable to any later program changes on IEP as well. The Contractor shall deliver services as specified on the IEP as to areas of remediation, frequency and duration of service.
- k. The Contractor shall submit at least monthly or with the invoice, whichever is first, an attendance and progress note for each session child was serviced. **All progress notes submitted must also have the signature and National Provider Identification number (NPI#) of this licensed individual and title as well as the direct service provider and title.**
- l. The Contractor shall follow recommended procedure for filing a claim as indicated under Appendix D.
- m. The Contractor shall call the CPSE chairperson for a program review if services cannot be delivered as indicated on IEP due to child's absence, etc. or if therapist recommends change in service or discharge.
- n. The Contractor shall forward to the County and the CPSE prior to any scheduled program review, or annual review a copy of all documentation and justification for 12-month programming, should this be recommended.
- o. The Contractor shall maintain up to date license and certifications and forward copies to the County when they become due.
- p. Progress notes addressing goals and objectives on the IEP must be done quarterly. A copy must be provided to the parent, CPSE Chairperson and the County.
- q. Upon expiration of the term of the contract all files and records shall be retained by the Contractor until further notice from the County.

11. INSURANCE

The Contractor shall maintain a professional liability policy and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor shall also maintain general liability insurance and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor agrees to have the County names as "additional insured" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.

12. INDEMNIFICATION

- a. The County shall not be liable for any claim of malpractice asserted against the Contractor, and the Contractor shall hold the County harmless for any and all claims arising from the Contractor's service under this Agreement including but not limited to, malpractice, negligence or willful misconduct.
- b. The Contractor agrees to make no claim for damages for delay occasioned by an act or omission of the County.

13. EXCLUSIVITY

- a. The County retains the right to reassign children to other Contractors or its own employees.
- b. The County retains the right to contract with other independent contractors for such services which are the same or similar to those provided by the Contractor, or to provide such services to its eligible children through its own employees. The Contractor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not patients of the County.

14. CONTRACTOR STATUS

- a. It is intended by both the Contractor and the County that the Contractor's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the Contractor and the County. The Contractor 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 County 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). The Contractor will indemnify and hold the County harmless from all loss or liability incurred by the County as a result of not making such payments or withholdings.
- c. The Contractor understands, and represents to the County, that such insurance and tax payments are the sole responsibility of the contractor.
- d. If the Internal Revenue Service or any other governmental agency questions or challenges the Contractor's independent contractor status it is agreed that both the County and the Contractor 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.
- e. The Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age Discrimination Employment Act of 1973 as amended, Executive order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Regulations, 41 CFR Part 60.
- f. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

15. SUBCONTRACT

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

16. LOBBYING

The Contractor which shall be a party to this Agreement shall not use federal funds for lobbying purposes 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 \$100,000.00 as defined at 34 CFR Part 82, Section 82.110.

17. DISBARMENT

The contractor entering into this Agreement shall not have its principal disbarred, ineligible, or voluntarily excluded from a cover transaction by any federal agency as required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary transactions, as defined at 34 CFR Part 85, Sections 83, 105, and 85.110. Moreover, the Contractor may not have within the last three year period, been convicted of, have a civil judgment rendered or presently be under an indictment for the commission of fraud or criminal offense which would make you ineligible to receive funding.

18. ENTIRE AGREEMENT

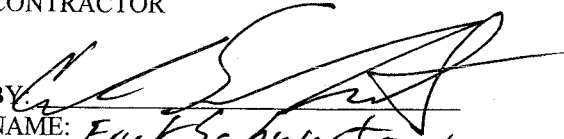
The terms of this Agreement including all attachments, amendments, addendums, appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and superseded all prior negotiations, representations, understandings or agreements, whether written or oral, with the respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the parties sought to be bound.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement.

ONEIDA COUNTY

CONTRACTOR

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

BY: 
NAME: Erick Schwartz
TITLE: Managing Member

DATE: _____

DATE: 3/25/14

Approved as to Form ONLY

BY: _____
Oneida County Attorney

ADDENDUM

THIS ADDENDUM, entered into on this ^{1st} 25 day of July March,
between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor,
vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as
CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease,
amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing
have recommended the inclusion of the standard clauses set forth in this Addendum to be
included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the
following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to
anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal
Requirements.**

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 waste and recyclables generated within the Authority's service area by
performance of this Contract by the 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.

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility
Matters; and Drug-Free Workplace Requirements.**

- 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 Contractor, 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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors 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 Contract 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 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract 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 Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor 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 an 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. 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 (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (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: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (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).

2. 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).

- d. 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 Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (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 Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, 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 County. 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 with the Standards for Privacy of Individual 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; and
 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 County's clients.
- b. 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 County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, 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 County.

- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract 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 this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County 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 Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract 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 County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal 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 County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal 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.

7. 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, the 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, the 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. The 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.

8. 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 the 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, the 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

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 shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. 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 County Comptroller, the County Attorney 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 County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County 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: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the

payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, 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 County is mandatory. The principle 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 liabilities and to generally identify persons affected by the taxes administered by the New York State 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 County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. 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 Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. 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 Section 165 of the State Finance Law (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 County.

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 Section 165 of the State Finance Law. Any such use must meet with approval of the County; 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 County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

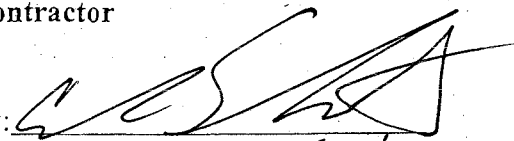
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

Contractor

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

By: 
Name: Erick Schwartz

Approved as to Form only

Oneida County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

SPECIAL CHILDREN SERVICES

Phone: (315) 798-5223 • Fax: (315) 798-6441 • Email: publichealth@ocgov.net

April 11, 2014

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

14-194
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

HEALTH & HUMAN SERVICES

Anthony J. Picente, Jr.
County Executive

Dear Mr. Picente:

WAYS & MEANS

Date: 5-2-14

Under Section 4410 of the New York State Education Law in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, municipalities are mandated to provide payment for Special Class tuition, evaluations and Special Education Itinerate Teacher services rendered to preschool aged children.

Enclosed please find (4) four copies of an Agreement between Upstate Cerebral Palsy Inc., and the Oneida County Health Department Preschool Education/Transportation of Handicapped Children Program for the reimbursement of Special Class tuition, evaluations, and Special Education Itinerate Teacher services for the period July 1, 2014 through June 30, 2017.

We anticipate this reimbursement will be \$13,295,583.00 from July 1, 2014 through June 30, 2017. 40.5% is funded by Oneida County and 59.5% is New York State reimbursed.

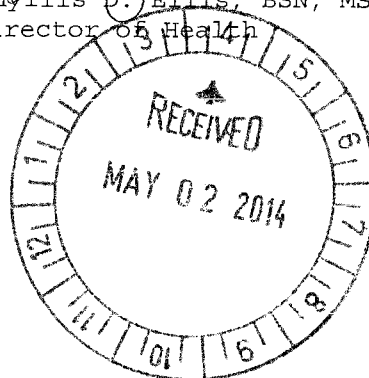
This contract requires Board of Legislature approval by the meeting date of 5/14/2014.

Sincerely,

Phyllis D. Ellis

Phyllis D. Ellis, BSN, MS, F.A.C.H.E.
Director of Health

Enclosures



CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Education and Transportation of Handicapped Children Program

Account Number: A2960.1952 Evaluations
A2960.4957 Tuition

NAME AND ADDRESS OF VENDOR: Upstate Cerebral Palsy Inc. 1020 Mary Street
Utica, NY 13501

VENDOR CONTACT PERSON: Jody L. Kehl

DESCRIPTION OF CONTRACT: The Oneida County Health Department contracts with program providers and individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Code of Federal Regulations. Transportation services are provided in accordance with Section 119-0 of the General Municipal Law and Section 236 of the Family Court Act.

CLIENT POPULATION SERVED: Preschool Students with Disabilities

2013 CONTRACT YEAR TOTAL: 4,431,861.00

THIS CONTRACT YEAR: Rate for Evaluations and Tuition is set by New York State Education Department. Transportation rates are awarded by Purchasing Department by bids.

THIS IS CONTRACT PERIOD: July 1, 2014 to June 30, 2017

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

FUNDING SOURCE: Contract Amount: \$13,295,583.00

Less Revenues: _____ \$0.00 _____

State Funds \$2,636,957.00 59.5% of Total Dollars per school year

County Dollars - Previous Contract \$ 1,794,903.00 40.5% of Total Dollars per school year

County Dollars - This Contract \$ 1,794,903.00 40.5% of Total Dollars per school year

Approved as to Form by County Attorney: _____



ONEIDA COUNTY PRESCHOOL TUITION/SEIT/EVALUATION CONTRACT

This Contract, by and between the COUNTY OF ONEIDA, through its Health Department, a municipal corporation of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York, hereinafter referred to as the County, and Upstate Cerebral Palsy Center, Inc., hereinafter referred to as the Contractor, having its main office at 1020 Mary Street Utica, New York.

WITNESSETH:

WHEREAS, the County is in need of the provision of services to preschool children with disabilities pursuant to Section 4410 of the New York State Education Law and Part 200 of the Regulations of the Commissioner of Education through the County's Education/Transportation of Handicapped Children Program, hereinafter referred to as the Program.

WHEREAS, the Contractor has been approved by the Commissioner of Education of the State of New York to provide the above named special education program in accordance with Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner, to an eligible preschool student with a disability, as recommended by the Committee on Preschool Special Education, (CPSE) AND approved by the Board of Education (BOE) from the child's resident school district.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. TERM OF AGREEMENT

This contract shall become effective July 1, 2014 and terminate June 30, 2017 conditioned upon the continued availability of Federal/and or New York State funds for the purpose set forth in this agreement.

2. TERMINATION

- **BY CONTRACTOR:** Should the Contractor request termination of this contract, a written notice of any such termination shall be provided to the County by the Contractor not less than ninety (90) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due and the Contractor shall undertake no additional expenditures not already required. Should the Contractor be requesting termination of this contract based on the Contractor's intent to cease operation, all specific close down procedures shall be followed by the Contractor in accordance with Part 200 of the Regulations of the Commissioner of Education of the State of New York. Written notice of any such termination shall be provided to the County not less than ninety (90) days prior to the effective date of such action.
- **BY COUNTY:** This contract may be terminated at any time by the County upon the giving of ten ³⁰~~10~~ days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this contract, the County may terminate the contract effective upon written notice at any time. Furthermore, 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 Contract, the County shall have the option to immediately terminate this Contract upon providing written notice to the Contractor. In such 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 termination.

3. SCOPE OF SERVICES

Services performed pursuant to this Agreement shall be provided in accordance with Section 4410 of the New York State Education Law and in compliance of the Regulations of the Commissioner of Education of the State of New York.

- a. The Contractor shall provide appropriate services for children with disabilities placed by the BOE to attend the Contractor's program. The Contractor shall provide such services for that part of the school year for which disabled children are placed by the BOE. The school year is hereby defined as a July/August session from July 1 through August 31 and/or a September/June session from September 1 through June 30.
- b. All financial arrangements for services under this contract shall be between the County and Contractor in accordance with the Provisions of Section 5 of this contract. The Contractor shall be responsible for the delivery of appropriate services, including the training and/or retraining of direct service staff employed by the Contractor. For purposes hereof, "Direct Service Staff" shall be defined as, but not limited to, individuals providing special education and/or related services that are licensed and certified by law, to provide such services as mandated on the student's approved Individualized Education Program (IEP). Direct Service Staff may also include individuals, volunteers

or employees who function within the classroom of approved State Education Department programs and are not required by law to be certified or licensed. Direct Service Staff may be employees or independent providers within the Contractor program.

- c. **Services cannot begin until a date after the Board of Education approval date. Start date will be indicated on the STAC 1 (System to Track and Account for Children).**

4. APPROVED CONTRACTED PROVIDER SITES

The parties agree to be bound by the sites listed on Appendix A (New York State Education Department, Approved Provider Sites), which is attached hereto and made a part hereof. In the event that the Commissioner of Education of the State of New York withdraws approval for the operation of any program or service at any site as listed in Appendix A, such action shall constitute an immediate amendment to this contract removing inclusion of such program or service from Appendix A. In the event that the Contractor intends to cease/change operation of any or all programs or services at any site listed in Appendix A, the Contractor shall give written notice of such intention to the County and the BOE(s) not less than ninety (90) days prior to the intended effective date of such action. Such cessation shall constitute an immediate amendment to this contract thus removing such program from Appendix A.

5. REIMBURSEMENT:

The County, in accordance with the provisions of this Contract, shall reimburse the Contractor for expenditures made for contracted services as follows:

- a. Such payments shall be at the rates approved for tuition. The tuition rate shall be the amount established for such purpose by the Commissioner of Education and certified by the Director of Budget of the State of New York. The County shall pay the Contractor only those rates which are set by the Commissioner and transmitted in writing, or by publication on the NYS Department of Education electronic website, by the Commissioner and only for such period as the Contractor has the Commissioner's approval.
- b. Where the enrollment for a child is for periods of less than the full July/August session or September/June session, the payment shall be prorated by the Commissioner pursuant to the Part 200 Regulations of the Commissioner.
- c. The Contractor shall submit a voucher to the County for the services rendered not later than fifteen (15) days after the end of the July/August sessions and not later than fifteen (15) days following each segment of the September/June session, where such segment shall be monthly.
- d. In the event of notification by the Commissioner of an official rate change, the Contractor shall submit a voucher to the County of any additional payment due to the rate increase or shall notify the County of any refund owed due to a rate decrease. Such voucher or notice shall be submitted not more than thirty (30) days after such official notification.
- e. The Contractor and County shall adhere to the approved reconciliation methodology for school years covered under the terms of this contract as defined in Part 200 of the Commissioner's regulations.
- f. The County shall reimburse the Contractor for services rendered under the terms of this contract in the first instance and at least quarterly upon receipt of vouchers from the Contractor. No payment shall be required to be made by the County for tuition prior to the receipt of Notification of Determination of Placement or STAC 1, if the BOE uses the STAC 1 as its notice of determination of placement. The County shall pay tuition pursuant to such Notification commencing the date of enrollment prescribed therein or actual first date of student attendance or legal absence from the program in accordance with Section 175.6 of the Commissioner's regulations, whichever is later. In the case of evaluations or reevaluations the County shall pay for such evaluations or reevaluations upon receipt of the Authorization (STAC-5).
- g. No parent or any person shall be required or requested to make payment for tuition in addition to the payments made by the County pursuant to this contract.
- h. All claims for payment made to the County by the Contractor shall identify and allocate costs of services rendered in such a manner as shall be acceptable to the County for Medicaid Compliance.
- i. The Contractor shall prepare and make available such statistical, financial and other records pursuant to section 4410 of the New York State Education law, as necessary for reporting and accountability. All documents and records shall be consistent with New York State requirements for audit and rate establishment procedures. The financial records and other financial documents relevant to this contract shall be retained by the contractor for nine (9) years after the school year in which services were provided. The Contractor shall also be responsible for submitting to the County a copy of their program cost report for the contract term provided herein.
- j. These records pursuant to Section 4410 of the New York State Education Law shall be subject at all reasonable times to inspection, review or audit by the BOE, the County where the Contractor is located, the State of New York, acting through the Education Department or the State Comptroller, federal and other personnel duly authorized by such County. In addition, the County shall make available any and all copies of such documents to such other Municipalities as may contract with the Contractor.

6. MEDICAID COMPLIANCE:

The Contractor shall furnish with the voucher or maintain in a central location (as requested below) the following information for all Medicaid eligible children enrolled in its programs pursuant to Section 4410 of the Education Law:

- a. Dates the child received a health related support service (e.g. physical therapy, speech therapy, occupational therapy, skilled nursing services and/or counseling and transportation, as applicable). (To be furnished with voucher);
 - b. Documentation that each service session was verified as delivered by the signature of the service provider (To be furnished with voucher);
 - c. Copy of the child's Individualized Education Program (IEP) (To be maintained in central location);
 - d. Copy of the Medicaid consent form to release child specific information signed by the parent of a child with a disability receiving Medicaid eligible services who is a recipient of Supplemental Security Income (SSI);
 - e. All reporting requirements necessary for Medicaid in Education compliance.
 - f. The Contractor shall furnish the County each month with the number of eligible Medicaid services by service type provided to each Medicaid eligible child pursuant to Section 4410 New York State Education Law.
 - g. The Contractor shall obtain from the parent or person in parental relationship to the Medicaid eligible child receiving services pursuant to Section 4410 of the Education Law, the Client Identification Number (CIN), period of eligibility and any other relevant third party health insurance information for the purpose of establishing Medicaid as the "payer of last resort". Appendix B-3, attached hereto, shall be submitted to the County upon the child's entry into the program or when the child first becomes Medicaid eligible. Nothing herein shall preclude the child's enrollment and initiation of services in accordance with the Board's Notice of Determination. A copy is to remain in the Contractor's file.
1. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form attached hereto as Appendix C-1, for Medicaid eligible children, that all certified teachers of the speech and hearing handicapped shall work "under the direction of" a licensed speech-language pathologist. The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed speech-language pathologist. In addition, the licensed pathologist shall certify by signature how accessibility to the pathologist is being provided to the therapists for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
 2. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form attached hereto as Appendix C-2, for Medicaid eligible children, that all certified physical therapy assistants (PTA) shall work "under the direction of" a licensed and registered physical therapist (graduate of a CAPTE-approved program). The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed physical therapist. In addition, the licensed physical therapist shall certify by signature how accessibility to the physical therapist is being provided to the physical therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
 3. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form attached hereto as Appendix C-3, for Medicaid eligible children, that all certified occupational therapy assistants (COTA) shall work "under the direction of" a licensed and registered occupational therapist. The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed and registered occupational therapist. In addition, the licensed and registered occupational therapist shall certify by signature how accessibility to the occupational therapist is being provided to the certified occupational therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
 4. The Contractor must submit, for Medicaid eligible children, a signed Medicaid Provider Agreement and Reassignment form with the signed Contract so the County can claim Medicaid reimbursement for the services provided under 4410 of the Education Law. Appendix B-1 and B-2

7. REGULATORY COMPLIANCE:

The Contractor will maintain the standards set forth under Section 200.20 of the Regulations of the Commissioner to preserve its status as an approved school for the education of children with disabilities. It is understood and agreed by the parties that, should the Contractor's approval status be terminated by the Commissioner, this Contract shall be void, in which case the Contractor shall be entitled to no compensation for the portion of the school year in which such approval ceases to be maintained and shall reimburse the County any amounts already received for that portion of such school year.

6. HEALTH REQUIREMENTS

- a. The Contractor shall ensure compliance with New York State, Title 10, Codes, Rules and Regulations, all applicable County policies and Federal laws pertaining to health requirements.
- b. The Contractor agrees to provide the County copies of all health requirements. Failure to submit required documents within (30) days of contract execution may result in contract being voided without further notice.

7. CHILD ABUSE/MALTREATMENT MANDATE

- a. In compliance with Section 4410 of the New York State Education Law and Section 424-a of the New York State Social Service Law, the Contractor that contracts with the county for preschool special education services, is required to screen Contractors who will have "regular and substantial contact" with children, as defined by New York State Department of Social Service Administrative Directive 86 ADM-43, through the State Central Register of Child Abuse and Maltreatment, hereinafter referred to as "SCR."
- b. The Contractor is responsible for clearing the following individuals: (1) Any person who is actively being considered for employment and who will have the potential for regular and substantial contact with children who receive preschool special education programs and services; (2) Any person who is employed by an individual, corporation, partnership, or association that provides goods or services to approved preschool special education Contractors who has the potential for regular and substantial contact with children who receive preschool special education programs and services.
- c. The Contractor is responsible for screening individuals through the SCR regardless of whether an individual has been screened through the SCR for employment or contract with another County or agency provider.
- d. The Contractor will not permit unsupervised contact between child and any potential employee or contractor before receiving a completed clearance and acceptable response from SCR.
- e. The Contractor will notify all individuals being screened that an inquiry will be made to the SCR and that this is a State requirement. The Contractor will establish procedures to ensure that the confidentiality of any SCR response is maintained. The Contractor will comply with SCR regulations in not screening employees more than once every six months, and one time only to the extent required by section 424-A of the Social Service Law for contractors, consultants and volunteers.
- f. Proof of SCR database check in accordance with Section 424-a must be submitted to the County with the contract and on an ongoing basis as required for preschool.

8. CONFIDENTIALITY

The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by Law or by written consent of the child's representative. The Contractor further agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this Agreement. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this Agreement in conformity with the provisions of applicable Federal, State, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall cause for immediate termination of this Agreement.

9. REPORTING REQUIREMENTS

- a. Contractor's employed therapists shall be presently qualified to provide related services in New York State and agree to submit copies of all appropriate license(s) or certification(s) to the County and update these as necessary during the Term of this Contract.
- b. Attend CPSE annual review meetings and program reviews as scheduled by the CPSE Chairperson or BOCES Coordinator for the child being served. A copy of any reports necessary for review at these meetings shall be forwarded to the County, as well as the CPSE Chairperson/BOCES Coordinator, at least ten (10) school days prior to the meeting date.
- c. Speech pathologists shall be required to obtain a written **Prescription** (recommendation/order) for speech services signed and dated from (1) NYS Licensed and ASHA Certified Speech-Language Pathologist OR (2) a physician, physician's assistant or nurse practitioner which denotes an ICD-9 code. The NYS Licensed and ASHA Certified Speech-Language Pathologist cannot write a referral if they have not seen the preschool child. 18NYCRR 505.11 states that a written order must contain

a diagnostic statement and purpose of treatment. It is not acceptable for the ordering or referring professional never to have met with the child as it is incompatible with the obligations of the ordering practitioner to assure that the ordered care, services or supplies will meet the recipients needs and restore him/her to the best possible functional level. Physician assistants or nurse practitioner's orders must be dated on or before the initiation of service. No direct or consultation services will be permitted unless an appropriately written prescription is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.

- d. Speech pathologist shall complete and submit to the County the "Certification of Under the Direction and Accessibility" Attachment C-1 for teachers certified to provide speech and language services who work under the "direction" of the licensed and New York State registered speech and language pathologist.
- e. Physical Therapists shall complete and submit to the County the "Certificate of Under the Direction and Accessibility" Attachment C-2 for physical therapy assistants who work under the "direction" of the licensed, NYS registered and CAPTE educated physical therapist.
- f. Occupational Therapists shall complete and submit to the County the "Certification of Under the Direction and Accessibility" Attachment C-3 for certified occupational assistants who work under the "direction" of the licensed and NYS registered occupational therapist.
- g. Physical Therapists must obtain a signed prescription (order/ recommendation) from a physician, physician assistant or nurse practitioner which denotes an ICD-9 code.
- h. Occupational therapists must obtain a signed prescription (order/recommendation) signed and dated by a licensed physician or nurse practitioner which denotes an ICD-9 code.
- i. No direct or consultation services can be delivered unless an appropriately signed and dated prescription by the appropriate professional is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.
- j. Obtain from the CPSE Chairperson a current copy of the IEP prior to start of service which will follow BOE approval date. This is applicable to any later program changes on IEP as well. The Contractor shall deliver services as specified on the IEP as to areas of remediation, frequency and duration of service.
- k. The Contractor shall submit at least monthly or with the invoice, whichever is first, an attendance and progress note for each session child was serviced. All progress notes submitted must also have the signature and National Provider Identification number (NPI#) of this licensed individual and title as well as the direct service provider and title.
- l. The Contractor shall follow recommended procedure for filing a claim as indicated under Appendix D.
- m. The Contractor shall call the CPSE chairperson for a program review if services cannot be delivered as indicated on IEP due to child's absence, etc. or if therapist recommends change in service or discharge.
- n. The Contractor shall forward to the County and the CPSE prior to any scheduled program review, or annual review a copy of all documentation and justification for 12-month programming, should this be recommended.
- o. The Contractor shall maintain up to date license and certifications and forward copies to the County when they become due.
- p. Progress notes addressing goals and objectives on the IEP must be done quarterly. A copy must be provided to the parent, CPSE Chairperson and the County.
- q. Upon expiration of the term of the contract all files and records shall be retained by the Contractor until further notice from the County.

11. INSURANCE

The Contractor shall maintain a professional liability policy and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor shall also maintain general liability insurance and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor agrees to have the County names as "additional insured" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.

12. INDEMNIFICATION

- a. The County shall not be liable for any claim of malpractice asserted against the Contractor, and the Contractor shall hold the County harmless for any and all claims arising from the Contractor's service under this Agreement including but not limited to, malpractice, negligence or willful misconduct.
- b. The Contractor agrees to make no claim for damages for delay occasioned by an act or omission of the County.

13. EXCLUSIVITY

- a. The County retains the right to reassign children to other Contractors or its own employees.
- b. The County retains the right to contract with other independent contractors for such services which are the same or similar to those provided by the Contractor, or to provide such services to its eligible children through its own employees. The Contractor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not patients of the County.

14. CONTRACTOR STATUS

- a. It is intended by both the Contractor and the County that the Contractor's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the Contractor and the County. The Contractor 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 County 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). The Contractor will indemnify and hold the County harmless from all loss or liability incurred by the County as a result of not making such payments or withholdings.
- c. The Contractor understands, and represents to the County, that such insurance and tax payments are the sole responsibility of the contractor.
- d. If the Internal Revenue Service or any other governmental agency questions or challenges the Contractor's independent contractor status it is agreed that both the County and the Contractor 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.
- e. The Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age Discrimination Employment Act of 1973 as amended, Executive order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Regulations, 41 CFR Part 60.
- f. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

15. SUBCONTRACT

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

16. LOBBYING

The Contractor which shall be a party to this Agreement shall not use federal funds for lobbying purposes 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 \$100,000.00 as defined at 34 CFR Part 82, Section 82.110.

17. DISBARMENT

The contractor entering into this Agreement shall not have its principal disbarred, ineligible, or voluntarily excluded from a cover transaction by any federal agency as required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary transactions, as defined at 34 CFR Part 85, Sections 83, 105, and 85.110. Moreover, the Contractor may not have within the last three year period, been convicted of, have a civil judgment rendered or presently be under an indictment for the commission of fraud or criminal offense which would make you ineligible to receive funding.

18. ENTIRE AGREEMENT

The terms of this Agreement including all attachments, amendments, addendums, appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and superseded all prior negotiations, representations, understandings or agreements, whether written or oral, with the respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the parties sought to be bound.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement.

ONEIDA COUNTY


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

DATE: _____

Approved as to Form ONLY

BY: _____
Oneida County Attorney

CONTRACTOR

BY:  _____
NAME: Louis B. Tehan
TITLE: President + CEO

DATE: 4/2/14 _____

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of July 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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 waste and recyclables generated within the Authority's service area by performance of this Contract by the 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.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- 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 Contractor, 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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors 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 Contract 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 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract 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 Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor 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 an 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. 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 (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (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: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (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).

2. 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).
-

- d. 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 Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (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 Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, 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 County. 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 with the Standards for Privacy of Individual 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; and
 - 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 County's clients.
- b. 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 County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, 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 County.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.


The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

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

Contractor

By: 
Name: Louis B. Tehan
President + CEO

Approved as to Form only

Oneida County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

EDUCATION OF HANDICAPPED CHILDREN PROGRAM

Phone: (315) 798-5223 Fax: (315) 798-6441

March 25, 2014

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

14195
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

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

Date

4-22-14

Dear Mr. Picente:

Under Section 4410 of the New York State Education Law in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, municipalities are mandated to provide payment for evaluations rendered to preschool aged children.

Enclosed please find (4) four copies of an Agreement between The ARC of Oneida Lewis Counties, NYSARC and the Oneida County Health Department, Preschool Education/Transportation of Handicapped Children Program for the reimbursement of evaluation services for the period July 1, 2014 through June 30, 2017.

We anticipate this reimbursement will be \$90,000.00 from July 1, 2014 through June 30, 2017. 40.5% is funded by Oneida County and 59.5% is New York State reimbursed.

This contract requires Board of Legislature approval by the meeting date of 5/14/2014.

Sincerely,

Phyllis D. Ellis

Phyllis D. Ellis, BSN, MS, F.A.C.H.E.
Director of Health

Enclosures

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Education and Transportation of Handicapped Children Program
Account Number: A2960.1952 Evaluations

NAME AND ADDRESS OF VENDOR: **The Arc of Oneida and Lewis Counties**
245 Genesee Street, Utica, NY 13501

VENDOR CONTACT PERSON: Mary Beth Redmond

DESCRIPTION OF CONTRACT: The Oneida County Health Department contracts with program providers and individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Code of Federal Regulations. Transportation services are provided in accordance with Section 119-0 of the General Municipal Law and Section 236 of the Family Court Act.

CLIENT POPULATION SERVED: **Preschool Students with Disabilities**

2013 CONTRACT YEAR TOTAL: **\$31,930.00**

THIS CONTRACT YEAR: **Rate for Evaluations is set by New York State Education Department. Transportation rates are awarded by Purchasing Department by bids.**

THIS IS CONTRACT PERIOD: **July 1, 2014 to June 30, 2017**

 NEW X RENEWAL AMENDMENT

FUNDING SOURCE: **Contract Amount: \$90,000.00**

Less Revenues: **\$0.00**

State Funds	\$17,850.00	59.5% of Total Dollars per school year
County Dollars - Previous Contract	\$ 12,150.00	40.5% of Total Dollars per school year
County Dollars - This Contract	\$ 12,150.00	40.5% of Total Dollars per school year

Approved as to Form by County Attorney: _____



ONEIDA COUNTY PRESCHOOL EVALUATION CONTRACT

This Contract, by and between the COUNTY OF ONEIDA, through its Health Department, a municipal corporation of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York, hereinafter referred to as the County, and The ARC Oneida-Lewis Chapter, hereinafter referred to as the Contractor, having its main office at 245 Genesee Street, Utica, New York.

WITNESSETH:

WHEREAS, the County is in need of the provision of services to preschool children with disabilities pursuant to Section 4410 of the New York State Education Law and Part 200 of the Regulations of the Commissioner of Education through the County's Education/Transportation of Handicapped Children Program, hereinafter referred to as the Program.

WHEREAS, the Contractor has been approved by the Commissioner of Education of the State of New York to provide the above named special education program in accordance with Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner, to an eligible preschool student with a disability, as recommended by the Committee on Preschool Special Education, (CPSE) AND approved by the Board of Education (BOE) from the child's resident school district.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. TERM OF AGREEMENT

This contract shall become effective July 1, 2014 and terminate June 30, 2017 conditioned upon the continued availability of Federal/and or New York State funds for the purpose set forth in this agreement.

2. TERMINATION

- **BY CONTRACTOR:** Should the Contractor request termination of this contract, a written notice of any such termination shall be provided to the County by the Contractor not less than ninety (90) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due and the Contractor shall undertake no additional expenditures not already required. Should the Contractor be requesting termination of this contract based on the Contractor's intent to cease operation, all specific close down procedures shall be followed by the Contractor in accordance with Part 200 of the Regulations of the Commissioner of Education of the State of New York. Written notice of any such termination shall be provided to the County not less than ninety (90) days prior to the effective date of such action.
- **BY COUNTY:** This contract may be terminated at any time by the County upon the giving of ten (10) days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this contract, the County may terminate the contract effective upon written notice at any time. Furthermore, 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 Contract, the County shall have the option to immediately terminate this Contract upon providing written notice to the Contractor. In such 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 termination.

3. SCOPE OF SERVICES

Services performed pursuant to this Agreement shall be provided in accordance with Section 4410 of the New York State Education Law and in compliance of the Regulations of the Commissioner of Education of the State of New York.

- a. The Contractor shall provide appropriate services for children with disabilities placed by the BOE to attend the Contractor's program. The Contractor shall provide such services for that part of the school year for which disabled children are placed by the BOE. The school year is hereby defined as a July/August session from July 1 through August 31 and/or a September/June session from September 1 through June 30.
- b. All financial arrangements for services under this contract shall be between the County and Contractor in accordance with the Provisions of Section 5 of this contract. The Contractor shall be responsible for the delivery of appropriate services, including the training and/or retraining of direct service staff employed by the Contractor. For purposes hereof, "Direct Service Staff" shall be defined as, but not limited to, individuals providing special education and/or related services that are licensed and certified by law, to provide such services as mandated on the student's approved Individualized Education Program (IEP). Direct Service Staff may also include individuals, volunteers

or employees who function within the classroom of approved State Education Department programs and are not required by law to be certified or licensed. Direct Service Staff may be employees or independent providers within the Contractor program.

- c. **Services cannot begin until a date after the Board of Education approval date. Start date will be indicated on the STAC 1(System to Track and Account for Children).**

4. APPROVED CONTRACTED PROVIDER SITES

The parties agree to be bound by the sites listed on Appendix A (New York State Education Department, Approved Provider Sites), which is attached hereto and made a part hereof. In the event that the Commissioner of Education of the State of New York withdraws approval for the operation of any program or service at any site as listed in Appendix A, such action shall constitute an immediate amendment to this contract removing inclusion of such program or service from Appendix A. In the event that the Contractor intends to cease/change operation of any or all programs or services at any site listed in Appendix A, the Contractor shall give written notice of such intention to the County and the BOE(s) not less than ninety (90) days prior to the intended effective date of such action. Such cessation shall constitute an immediate amendment to this contract thus removing such program from Appendix A.

5. REIMBURSEMENT:

The County, in accordance with the provisions of this Contract, shall reimburse the Contractor for expenditures made for contracted services as follows:

- a. Such payments shall be at the rates approved for tuition. The tuition rate shall be the amount established for such purpose by the Commissioner of Education and certified by the Director of Budget of the State of New York. The County shall pay the Contractor only those rates which are set by the Commissioner and transmitted in writing, or by publication on the NYS Department of Education electronic website, by the Commissioner and only for such period as the Contractor has the Commissioner's approval.
- b. Where the enrollment for a child is for periods of less than the full July/August session or September/June session, the payment shall be prorated by the Commissioner pursuant to the Part 200 Regulations of the Commissioner.
- c. The Contractor shall submit a voucher to the County for the services rendered not later than fifteen (15) days after the end of the July/August sessions and not later than fifteen (15) days following each segment of the September/June session, where such segment shall be monthly.
- d. In the event of notification by the Commissioner of an official rate change, the Contractor shall submit a voucher to the County of any additional payment due to the rate increase or shall notify the County of any refund owed due to a rate decrease. Such voucher or notice shall be submitted not more than thirty (30) days after such official notification.
- e. The Contractor and County shall adhere to the approved reconciliation methodology for school years covered under the terms of this contract as defined in Part 200 of the Commissioner's regulations.
- f. The County shall reimburse the Contractor for services rendered under the terms of this contract in the first instance and at least quarterly upon receipt of vouchers from the Contractor. No payment shall be required to be made by the County for tuition prior to the receipt of Notification of Determination of Placement or STAC 1, if the BOE uses the STAC 1 as its notice of determination of placement. The County shall pay tuition pursuant to such Notification commencing the date of enrollment prescribed therein or actual first date of student attendance or legal absence from the program in accordance with Section 175.6 of the Commissioner's regulations, whichever is later. In the case of evaluations or reevaluations the County shall pay for such evaluations or reevaluations upon receipt of the Authorization (STAC-5).
- g. No parent or any person shall be required or requested to make payment for tuition in addition to the payments made by the County pursuant to this contract.
- h. All claims for payment made to the County by the Contractor shall identify and allocate costs of services rendered in such a manner as shall be acceptable to the County for Medicaid Compliance.
- i. The Contractor shall prepare and make available such statistical, financial and other records pursuant to section 4410 of the New York State Education law, as necessary for reporting and accountability. All documents and records shall be consistent with New York State requirements for audit and rate establishment procedures. The financial records and other financial documents relevant to this contract shall be retained by the contractor for nine (9) years after the school year in which services were provided. The Contractor shall also be responsible for submitting to the County a copy of their program cost report for the contract term provided herein.
- j. These records pursuant to Section 4410 of the New York State Education Law shall be subject at all reasonable times to inspection, review or audit by the BOE, the County where the Contractor is located, the State of New York, acting through the Education Department or the State Comptroller, federal and other personnel duly authorized by such County. In addition, the County shall make available any and all copies of such documents to such other Municipalities as my contract with the Contractor.

6. MEDICAID COMPLIANCE:

The Contractor shall furnish with the voucher or maintain in a central location (as requested below) the following information for all Medicaid eligible children enrolled in its programs pursuant to Section 4410 of the Education Law:

- a. Dates the child received a health related support service (e.g. physical therapy, speech therapy, occupational therapy, skilled nursing services and/or counseling and transportation, as applicable). (To be furnished with voucher);
- b. Documentation that each service session was verified as delivered by the signature of the service provider (To be furnished with voucher);
- c. Copy of the child's Individualized Education Program (IEP) (To be maintained in central location);
- d. Copy of the Medicaid consent form to release child specific information signed by the parent of a child with a disability receiving Medicaid eligible services who is a recipient of Supplemental Security Income (SSI);
- e. All reporting requirements necessary for Medicaid in Education compliance.
- f. The Contractor shall furnish the County each month with the number of eligible Medicaid services by service type provided to each Medicaid eligible child pursuant to Section 4410 New York State Education Law.
- g. The Contractor shall obtain from the parent or person in parental relationship to the Medicaid eligible child receiving services pursuant to Section 4410 of the Education Law, the Client Identification Number (CIN), period of eligibility and any other relevant third party health insurance information for the purpose of establishing Medicaid as the "payer of last resort". Appendix B-3, attached hereto, shall be submitted to the County upon the child's entry into the program or when the child first becomes Medicaid eligible. Nothing herein shall preclude the child's enrollment and initiation of services in accordance with the Board's Notice of Determination. A copy is to remain in the Contractor's file.
 1. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form attached hereto as Appendix C-1, for Medicaid eligible children, that all certified teachers of the speech and hearing handicapped shall work "under the direction of" a licensed speech-language pathologist. The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed speech-language pathologist. In addition, the licensed pathologist shall certify by signature how accessibility to the pathologist is being provided to the therapists for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
 2. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form attached hereto as Appendix C-2, for Medicaid eligible children, that all certified physical therapy assistants (PTA) shall work "under the direction of" a licensed and registered physical therapist (graduate of a CAPTE-approved program). The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed physical therapist. In addition, the licensed physical therapist shall certify by signature how accessibility to the physical therapist is being provided to the physical therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
 3. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form attached hereto as Appendix C-3, for Medicaid eligible children, that all certified occupational therapy assistants (COTA) shall work "under the direction of" a licensed and registered occupational therapist. The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed and registered occupational therapist. In addition, the licensed and registered occupational therapist shall certify by signature how accessibility to the occupational therapist is being provided to the certified occupational therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
 4. The Contractor must submit, for Medicaid eligible children, a signed Medicaid Provider Agreement and Reassignment form with the signed Contract so the County can claim Medicaid reimbursement for the services provided under 4410 of the Education Law. Appendix B-1 and B-2

7. REGULATORY COMPLIANCE:

The Contractor will maintain the standards set forth under Section 200.20 of the Regulations of the Commissioner to preserve its status as an approved school for the education of children with disabilities. It is understood and agreed by the parties that, should the Contractor's approval status be terminated by the Commissioner, this Contract shall be void, in which case the Contractor shall be entitled to no compensation for the portion of the school year in which such approval ceases to be maintained and shall reimburse the County any amounts already received for that portion of such school year.

6. HEALTH REQUIREMENTS

- a. The Contractor shall ensure compliance with New York State, Title 10, Codes, Rules and Regulations, all applicable County policies and Federal laws pertaining to health requirements.
- b. The Contractor agrees to provide the County copies of all health requirements. Failure to submit required documents within (30) days of contract execution may result in contract being voided without further notice.

7. CHILD ABUSE/MALTREATMENT MANDATE

- a. In compliance with Section 4410 of the New York State Education Law and Section 424-a of the New York State Social Service Law, the Contractor that contracts with the county for preschool special education services, is required to screen Contractors who will have “regular and substantial contact” with children, as defined by New York State Department of Social Service Administrative Directive 86 ADM-43, through the State Central Register of Child Abuse and Maltreatment, hereinafter referred to as “SCR.”
- b. The Contractor is responsible for clearing the following individuals: (1) Any person who is actively being considered for employment and who will have the potential for regular and substantial contact with children who receive preschool special education programs and services; (2) Any person who is employed by an individual, corporation, partnership, or association that provides goods or services to approved preschool special education Contractors who has the potential for regular and substantial contact with children who receive preschool special education programs and services.
- c. The Contractor is responsible for screening individuals through the SCR regardless of whether an individual has been screened through the SCR for employment or contract with another County or agency provider.
- d. The Contractor will not permit unsupervised contact between child and any potential employee or contractor before receiving a completed clearance and acceptable response from SCR.
- e. The Contractor will notify all individuals being screened that an inquiry will be made to the SCR and that this is a State requirement. The Contractor will establish procedures to ensure that the confidentiality of any SCR response is maintained. The Contractor will comply with SCR regulations in not screening employees more than once every six months, and one time only to the extent required by section 424-A of the Social Service Law for contractors, consultants and volunteers.
- f. Proof of SCR database check in accordance with Section 424-a must be submitted to the County with the contract and on an ongoing basis as required for preschool.

8. CONFIDENTIALITY

The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by Law or by written consent of the child’s representative. The Contractor further agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this Agreement. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this Agreement in conformity with the provisions of applicable Federal, State, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall cause for immediate termination of this Agreement.

9. REPORTING REQUIREMENTS

- a. Contractor’s employed therapists shall be presently qualified to provide related services in New York State and agree to submit copies of all appropriate license(s) or certification(s) to the County and update these as necessary during the Term of this Contract.
- b. Attend CPSE annual review meetings and program reviews as scheduled by the CPSE Chairperson or BOCES Coordinator for the child being served. A copy of any reports necessary for review at these meetings shall be forwarded to the County, as well as the CPSE Chairperson/BOCES Coordinator, at least ten (10) school days prior to the meeting date.
- c. Speech pathologists shall be required to obtain a written **Prescription** (recommendation/order) for speech services signed and dated from (1) NYS Licensed and ASHA Certified Speech-Language Pathologist OR (2) a physician, physician’s assistant or nurse practitioner which denotes an **ICD-9 code**. The NYS Licensed and ASHA Certified Speech-Language Pathologist cannot write a referral if they have not seen the preschool child. 18NYCRR 505.11 states that a written order must contain

a diagnostic statement and purpose of treatment. It is not acceptable for the ordering or referring professional never to have met with the child as it is incompatible with the obligations of the ordering practitioner to assure that the ordered care, services or supplies will meet the recipients needs and restore him/her to the best possible functional level. Physician, physician assistants or nurse practitioner's orders must be dated on or before the initiation of service. No direct or consultation services will be permitted unless an appropriately written prescription is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.

- d. **Speech pathologist shall complete and submit to the County the "Certification of Under the Direction and Accessibility" Attachment C-1** for teachers certified to provide speech and language services who work under the "direction" of the licensed and New York State registered speech and language pathologist.
- e. **Physical Therapists shall complete and submit to the County the "Certificate of Under the Direction and Accessibility Attachment C-2** for physical therapy assistants who work under the "direction" of the licensed, NYS registered and CAPTE educated physical therapist.
- f. **Occupational Therapists shall complete and submit to the County the "Certification of Under the Direction and Accessibility" Attachment C-3** for certified occupational assistants who work under the "direction" of the licensed and NYS registered occupational therapist.
- g. **Physical Therapists** must obtain a signed prescription (order/ recommendation) from a physician, physician assistant or nurse practitioner which denotes an **ICD-9 code**.
- h. **Occupational therapists** must obtain a signed prescription (order/recommendation) signed and dated by a licensed physician or nurse practitioner which denotes an **ICD-9 code**.
- i. **No direct or consultation services can be delivered unless an appropriately signed and dated prescription by the appropriate professional is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.**
- j. Obtain from the CPSE Chairperson a current copy of the IEP prior to start of service which will follow BOE approval date. This is applicable to any later program changes on IEP as well. The Contractor shall deliver services as specified on the IEP as to areas of remediation, frequency and duration of service.
- k. The Contractor shall submit at least monthly or with the invoice, whichever is first, an attendance and progress note for each session child was serviced. **All progress notes submitted must also have the signature and National Provider Identification number (NPI#) of this licensed individual and title as well as the direct service provider and title.**
- l. The Contractor shall follow recommended procedure for filing a claim as indicated under Appendix D.
- m. The Contractor shall call the CPSE chairperson for a program review if services cannot be delivered as indicated on IEP due to child's absence, etc. or if therapist recommends change in service or discharge.
- n. The Contractor shall forward to the County and the CPSE prior to any scheduled program review, or annual review a copy of all documentation and justification for 12-month programming, should this be recommended.
- o. The Contractor shall maintain up to date license and certifications and forward copies to the County when they become due.
- p. Progress notes addressing goals and objectives on the IEP must be done quarterly. A copy must be provided to the parent, CPSE Chairperson and the County.
- q. Upon expiration of the term of the contract all files and records shall be retained by the Contractor until further notice from the County.

11. INSURANCE

The Contractor shall maintain a professional liability policy and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor shall also maintain general liability insurance and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor agrees to have the County names as "additional insured" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.

12. INDEMNIFICATION

- a. The County shall not be liable for any claim of malpractice asserted against the Contractor, and the Contractor shall hold the County harmless for any and all claims arising from the Contractor's service under this Agreement including but not limited to, malpractice, negligence or willful misconduct.
- b. The Contractor agrees to make no claim for damages for delay occasioned by an act or omission of the County.

13. EXCLUSIVITY

- a. The County retains the right to reassign children to other Contractors or its own employees.
- b. The County retains the right to contract with other independent contractors for such services which are the same or similar to those provided by the Contractor, or to provide such services to its eligible children through its own employees. The Contractor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not patients of the County.

14. CONTRACTOR STATUS

- a. It is intended by both the Contractor and the County that the Contractor's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the Contractor and the County. The Contractor 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 County 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). The Contractor will indemnify and hold the County harmless from all loss or liability incurred by the County as a result of not making such payments or withholdings.
- c. The Contractor understands, and represents to the County, that such insurance and tax payments are the sole responsibility of the contractor.
- d. If the Internal Revenue Service or any other governmental agency questions or challenges the Contractor's independent contractor status it is agreed that both the County and the Contractor 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.
- e. The Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age Discrimination Employment Act of 1973 as amended, Executive order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Regulations, 41 CFR Part 60.
- f. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

15. SUBCONTRACT

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

16. LOBBYING

The Contractor which shall be a party to this Agreement shall not use federal funds for lobbying purposes 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 \$100,000.00 as defined at 34 CFR Part 82, Section 82.110.

17. DISBARMENT

The contractor entering into this Agreement shall not have its principal disbarred, ineligible, or voluntarily excluded from a cover transaction by any federal agency as required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary transactions, as defined at 34 CFR Part 85, Sections 83, 105, and 85.110. Moreover, the Contractor may not have within the last three year period, been convicted of, have a civil judgment rendered or presently be under an indictment for the commission of fraud or criminal offense which would make you ineligible to receive funding.

18. ENTIRE AGREEMENT

The terms of this Agreement including all attachments, amendments, addendums, appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and superseded all prior negotiations, representations, understandings or agreements, whether written or oral, with the respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the parties sought to be bound.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement.

ONEIDA COUNTY

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

DATE: _____

Approved as to Form ONLY

BY: _____
Oneida County Attorney

CONTRACTOR

BY: 
NAME: Karen Kovotzer
TITLE: Chief Executive Officer

DATE: 3/19/14

ADDENDUM

THIS ADDENDUM, entered into on this 9th day of March, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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 waste and recyclables generated within the Authority's service area by performance of this Contract by the 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.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- 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 Contractor, 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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors 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 Contract 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 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract 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 Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:

- d. 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 Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (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 Contract.

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, 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 County. 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 with the Standards for Privacy of Individual 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; and
 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 County's clients.
- b. 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 County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, 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 County.

- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract 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 this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County 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 Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract 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 County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal 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 County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal 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.

7. 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, the 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, the 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. The 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.

8. 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 the 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, the 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

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 shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. 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 County Comptroller, the County Attorney 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 County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County 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: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the

payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, 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 County is mandatory. The principle 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 liabilities and to generally identify persons affected by the taxes administered by the New York State 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 County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. 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 Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. 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 Section 165 of the State Finance Law (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 County.

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 Section 165 of the State Finance Law. Any such use must meet with approval of the County; 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 County.



INSURANCE BINDER

OP ID: PC

DATE (MM/DD/YYYY)
10/17/2013

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Scalzo, Zogby & Wittig, Inc. P.O. Box 0816 New Hartford, NY 13413 Stephen R. Zogby		COMPANY Philadelphia Insurance Co.		BINDER # 10718	
PHONE (A/C, No, Ext): 315-792-0000		FAX (A/C, No): 315-792-4637		DATE EFFECTIVE 10/15/13	
CODE:		SUB CODE:		TIME 12:01	
AGENCY CUSTOMER ID: ARCTH-1		EXPIRATION DATE 10/15/14		TIME 12:01 AM	
INSURED Oneida-Lewis Chapter NYSARC 245 Genesee Street Utica NY 13501		<input checked="" type="checkbox"/> THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # PHPK933875		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) COMMERCIAL PACKAGE POLICY	

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC <input checked="" type="checkbox"/> REPL. COST <input checked="" type="checkbox"/> EQUIP. BREAKDOWN	BLANKET BUILDINGS BLANKET CONTENTS BUS INCOME/EE AS SCHEDULED BLKT PROP OF OTHERS	1,000 1,000 1,000	90 90 90	16,116,088 2,591,000 653,760
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESS \$1M/3M <input checked="" type="checkbox"/> BL \$1M/3M A <input checked="" type="checkbox"/> ABUSE/MOLEST \$1M/3M	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000		
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ 5,000 PERSONAL INJURY PROT \$ 150,000 UNINSURED MOTORIST \$ 1,000,000		
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input checked="" type="checkbox"/> COLLISION: 1,000 <input checked="" type="checkbox"/> OTHER THAN COL: 1,000	<input type="checkbox"/> ALL VEHICLES <input checked="" type="checkbox"/> SCHEDULED VEHICLES	<input checked="" type="checkbox"/> ACTUAL CASH VALUE <input type="checkbox"/> STATED AMOUNT \$ <input type="checkbox"/> OTHER		
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ WC STATUTORY LIMITS		
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$		
SPECIAL CONDITIONS/ OTHER COVERAGES RENEWAL POLICY # PHPK1087251		FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$		

NAME & ADDRESS

	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE 	



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PC

DATE (MM/DD/YYYY)

10/23/13

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).

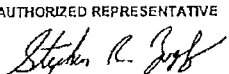
PRODUCER Scalzo, Zogby & Wittig, Inc. P.O. Box 0816 New Hartford, NY 13413 Stephen R. Zogby	315-792-0000 315-792-4637	CONTACT NAME: Pat Cotignola PHONE (A/C, No, Ex): 315-792-0000 E-MAIL ADDRESS: patc@szwinsurance.com PRODUCER CUSTOMER ID #: ARCTH-1	FAX (A/C, No): 315-792-4637
INSURED The Arc, Oneida-Lewis Chapter NYSARC 245 Genesee Street Utica, NY 13501	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Philadelphia Indemnity Ins	
		INSURER B:	
		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 INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X		PHPK1087251	10/15/13	10/15/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1087251	10/15/13	10/15/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB437726	10/15/13	10/15/14	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK1087251	10/15/13	10/15/14	Ea Incid. 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 County of Oneida is named as an additional insured for general liability as respects funding provided.

CERTIFICATE HOLDER ONEI-13 County of Oneida 800 Park Avenue Utica, NY 13501	CANCELLATION 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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ONEIDA-HERKIMER SOLID WASTE AUTHORITY

BOARD MEMBERS

Neil C. Angell, Chairman
Kenneth A. Long, Vice Chairman
Harry A. Herline, Treasurer
Vincent J. Bono
Allcia Dicks

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

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

June 27, 2013

Mr. Carl Peters
Purchasing/Inventory Manager
The Arc
245 Genesee Street
Utica, NY 13501

RE: SOLID WASTE HAULER CERTIFICATION OF COMPLIANCE

Dear Mr. Peters:

Based upon the information you provided, this will certify your compliance with County solid waste management policy, specifically the May 26, 1999 Oneida County Board of Legislators Resolution No. 249. Your current solid waste hauler (**Waste Management of Utica and Hawkins & Hurlbut**) are presently delivering your solid waste to an Oneida-Herkimer Solid Waste Management Authority facility for disposal.

In the event that you change your solid waste hauler you should immediately contact the Oneida-Herkimer Solid Waste Authority office for solid waste hauler compliance verification.

If you any questions please feel free to contact this office.

Sincerely,

William A. Rabbia
Executive Director

WAR/aag

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

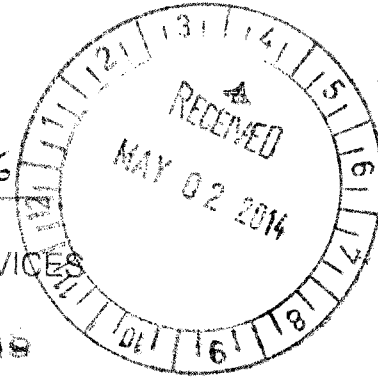
EARLY INTERVENTION PROGRAM

Phone: (315) 798-5249 Fax: (315) 731-3491

April 21, 2014

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

HEALTH & HUMAN SERVICES



Dear Mr. Picente:

WAYS & MEANS

Local governments have the responsibility for administering the Early Intervention Program subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Charter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York.

Enclosed please find six (6) copies of an Agreement between the New York State Department of Health and the Oneida County Health Department, Early Intervention Program for administering the Early Intervention Program for the period October 1, 2013 through September 30, 2014 in the amount of \$93,789.

The Health Department will receive administrative funds to offset costs incurred in the implementation of the Early Intervention Program. The Grant is 100% state-funded.

The agreement was received by the Health Department from NYSDOH on 3/5/14 and has been under review by the law department prior to being sent to your office for approval.

Please contact me if you have any questions or require additional information.

NOTE: NYS Department of Health requires TWO original signed and notarized signature pages be returned to them along with all appendices.

Sincerely,

Phyllis D. Ellis, BSN, MS, F.A.C.H.E.
Director of Health

PDE/tp
Enclosures

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

Anthony J. Picente, Jr.
County Executive

Date 5-2-14

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Early Intervention A4059

NAME AND ADDRESS OF VENDOR: NYS Department of Health
Bureau of Early Intervention
ESP Corning Tower, Room 287
Albany, NY 12237

VENDOR CONTACT PERSON: Cori Lewis, Health Program Administrator

DESCRIPTION OF CONTRACT: Local governments have the responsibility for administering the Early Intervention Program subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Charter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York. Administrative funds are provided to all municipalities to offset costs incurred in the implementation of the Early Intervention Program.

CLIENT POPULATION SERVED: The Early Intervention Program is a NYSDOH program that provides many different types of services to infants and toddlers ages 0 through 2 years of age with disabilities.

The services available to all eligible Early Intervention children are: audiology, speech pathology, physical therapy, occupational therapy, and vision service. Services are provided by qualified professionals through: Home and community-based visits, facility or center-based visits, parent-child groups, family support groups, or group developmental intervention.

PREVIOUS CONTRACT: one (1) YEAR: October 1, 2012 through September 30, 2013

GRANT AMOUNT: \$114,608

THIS CONTRACT: one (1) YEAR: October 1, 2013 through September 30, 2014

GRANT AMOUNT: \$93,789

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

Contract to Exceed \$50,000.00? Yes _____ **X** _____ No _____

SIGNATURE: Patricia Meyer, Early Intervention Program Supervisor **DATE:** April 15, 2014

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>New York State Department of Health Bureau of Early Intervention ESP Corning Tower, Room 287 Albany, New York 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01/3450257</p> <p>CONTRACT NUMBER: C027494</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input checked="" type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County of</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Early Intervention Administration</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p> <p>84.181</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Oneida County Department of Health 185 Genesee Street Utica, New York 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>Oneida County of 800 Park Avenue Utica, New York 13501</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code:300100000000.00 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: EPTL#3&7A#15</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C027494

Page 1 of 2

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 10/01/2011 To: 09/30/2016</p> <p>CURRENT CONTRACT PERIOD: From: 10/01/2013 To: 09/30/2014</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount):</p> <p>CURRENT: \$ 93,789</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	--

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:
 - A-1 Program Specific Terms and Conditions
 - A-2 Federally Funded Grants

- Attachment B:
 - B-1 Expenditure Based Budget
 - B-2 Performance Based Budget
 - B-3 Capital Budget
 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)

- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other: Project Specific Reporting Requirements

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

CONTRACTOR:

Oneida County of _____

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

New York State Department of Health

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

Contract Number: # C027494

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

CONTRACTOR:

Oneida County of

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

New York State Department of Health

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Number: # C027494

Page 1 of 1, Master Contract for Grants Signature Page

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master 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, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

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OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. 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 e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

M. Indemnification: 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 Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master 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 State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master 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.

Q. Secular Purpose: Services performed pursuant to the Master Contract 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.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) 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.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, 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.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

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 applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule).

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

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include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 principle 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State 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. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.
2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Contract Number: # C027494

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, 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 the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. *Federal Funds:* For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

ADDENDUM

THIS ADDENDUM, entered into on this ^{1st} 25 day of July March,
between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor,
vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as
CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease,
amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing
have recommended the inclusion of the standard clauses set forth in this Addendum to be
included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the
following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to
anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal
Requirements.**

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 waste and recyclables generated within the Authority's service area by
performance of this Contract by the 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.

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility
Matters; and Drug-Free Workplace Requirements.**

- 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 Contractor, 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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors 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 Contract 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 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract 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 Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor 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 an 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. 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 (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (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: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (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).

2. 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).
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- d. 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 Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (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 Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, 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 County. 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 with the Standards for Privacy of Individual 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; and
 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 County's clients.
- b. 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 County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, 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 County.

- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract 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 this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County 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 Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract 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 County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal 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 County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal 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.

7. 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, the 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, the 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. The 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.

8. 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 the 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, the 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

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 shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. 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 County Comptroller, the County Attorney 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 County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County 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: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the

payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, 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 County is mandatory. The principle 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 liabilities and to generally identify persons affected by the taxes administered by the New York State 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 County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. 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 Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. 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 Section 165 of the State Finance Law (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 County.

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 Section 165 of the State Finance Law. Any such use must meet with approval of the County; 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 County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

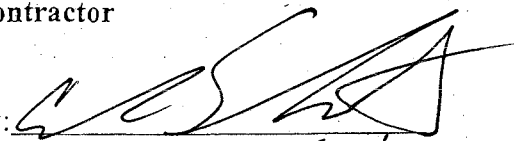
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

Contractor

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

By: 
Name: Erick Schwartz

Approved as to Form only

Oneida County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

SPECIAL CHILDREN SERVICES

Phone: (315) 798-5223 Fax: (315) 798-6441 Email: publichealth@ocgov.net

April 11, 2014

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

14-194
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

HEALTH & HUMAN SERVICES

Anthony J. Picente, Jr.
County Executive

Dear Mr. Picente:

WAYS & MEANS

Date 5-2-14

Under Section 4410 of the New York State Education Law in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, municipalities are mandated to provide payment for Special Class tuition, evaluations and Special Education Itinerate Teacher services rendered to preschool aged children.

Enclosed please find (4) four copies of an Agreement between Upstate Cerebral Palsy Inc., and the Oneida County Health Department Preschool Education/Transportation of Handicapped Children Program for the reimbursement of Special Class tuition, evaluations, and Special Education Itinerate Teacher services for the period July 1, 2014 through June 30, 2017.

We anticipate this reimbursement will be \$13,295,583.00 from July 1, 2014 through June 30, 2017. 40.5% is funded by Oneida County and 59.5% is New York State reimbursed.

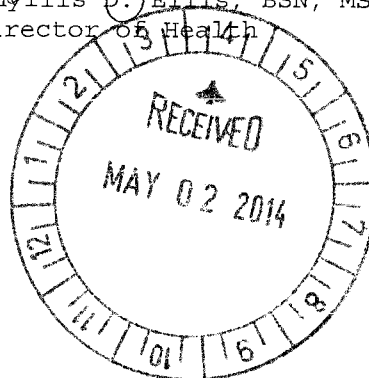
This contract requires Board of Legislature approval by the meeting date of 5/14/2014.

Sincerely,

Phyllis D. Ellis

Phyllis D. Ellis, BSN, MS, F.A.C.H.E.
Director of Health

Enclosures



CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Education and Transportation of Handicapped Children Program

Account Number: A2960.1952 Evaluations

A2960.4957 Tuition

NAME AND ADDRESS OF VENDOR: Upstate Cerebral Palsy Inc. 1020 Mary Street
Utica, NY 13501

VENDOR CONTACT PERSON: Jody L. Kehl

DESCRIPTION OF CONTRACT: The Oneida County Health Department contracts with program providers and individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Code of Federal Regulations. Transportation services are provided in accordance with Section 119-0 of the General Municipal Law and Section 236 of the Family Court Act.

CLIENT POPULATION SERVED: Preschool Students with Disabilities

2013 CONTRACT YEAR TOTAL: 4,431,861.00

THIS CONTRACT YEAR: Rate for Evaluations and Tuition is set by New York State Education Department. Transportation rates are awarded by Purchasing Department by bids.

THIS IS CONTRACT PERIOD: July 1, 2014 to June 30, 2017

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

FUNDING SOURCE: Contract Amount: \$13,295,583.00

Less Revenues: _____ \$0.00 _____

State Funds \$2,636,957.00 59.5% of Total Dollars per school year

County Dollars - Previous Contract \$ 1,794,903.00 40.5% of Total Dollars per school year

County Dollars - This Contract \$ 1,794,903.00 40.5% of Total Dollars per school year

Approved as to Form by County Attorney: _____



ONEIDA COUNTY PRESCHOOL TUITION/SEIT/EVALUATION CONTRACT

This Contract, by and between the COUNTY OF ONEIDA, through its Health Department, a municipal corporation of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York, hereinafter referred to as the County, and Upstate Cerebral Palsy Center, Inc., hereinafter referred to as the Contractor, having its main office at 1020 Mary Street Utica, New York.

WITNESSETH:

WHEREAS, the County is in need of the provision of services to preschool children with disabilities pursuant to Section 4410 of the New York State Education Law and Part 200 of the Regulations of the Commissioner of Education through the County's Education/Transportation of Handicapped Children Program, hereinafter referred to as the Program.

WHEREAS, the Contractor has been approved by the Commissioner of Education of the State of New York to provide the above named special education program in accordance with Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner, to an eligible preschool student with a disability, as recommended by the Committee on Preschool Special Education, (CPSE) AND approved by the Board of Education (BOE) from the child's resident school district.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. TERM OF AGREEMENT

This contract shall become effective July 1, 2014 and terminate June 30, 2017 conditioned upon the continued availability of Federal/and or New York State funds for the purpose set forth in this agreement.

2. TERMINATION

- **BY CONTRACTOR:** Should the Contractor request termination of this contract, a written notice of any such termination shall be provided to the County by the Contractor not less than ninety (90) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due and the Contractor shall undertake no additional expenditures not already required. Should the Contractor be requesting termination of this contract based on the Contractor's intent to cease operation, all specific close down procedures shall be followed by the Contractor in accordance with Part 200 of the Regulations of the Commissioner of Education of the State of New York. Written notice of any such termination shall be provided to the County not less than ninety (90) days prior to the effective date of such action.
- **BY COUNTY:** This contract may be terminated at any time by the County upon the giving of ten ³⁰ ~~10~~ days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this contract, the County may terminate the contract effective upon written notice at any time. Furthermore, 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 Contract, the County shall have the option to immediately terminate this Contract upon providing written notice to the Contractor. In such 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 termination.

3. SCOPE OF SERVICES

Services performed pursuant to this Agreement shall be provided in accordance with Section 4410 of the New York State Education Law and in compliance of the Regulations of the Commissioner of Education of the State of New York.

- a. The Contractor shall provide appropriate services for children with disabilities placed by the BOE to attend the Contractor's program. The Contractor shall provide such services for that part of the school year for which disabled children are placed by the BOE. The school year is hereby defined as a July/August session from July 1 through August 31 and/or a September/June session from September 1 through June 30.
- b. All financial arrangements for services under this contract shall be between the County and Contractor in accordance with the Provisions of Section 5 of this contract. The Contractor shall be responsible for the delivery of appropriate services, including the training and/or retraining of direct service staff employed by the Contractor. For purposes hereof, "Direct Service Staff" shall be defined as, but not limited to, individuals providing special education and/or related services that are licensed and certified by law, to provide such services as mandated on the student's approved Individualized Education Program (IEP). Direct Service Staff may also include individuals, volunteers

or employees who function within the classroom of approved State Education Department programs and are not required by law to be certified or licensed. Direct Service Staff may be employees or independent providers within the Contractor program.

- c. **Services cannot begin until a date after the Board of Education approval date. Start date will be indicated on the STAC 1 (System to Track and Account for Children).**

4. APPROVED CONTRACTED PROVIDER SITES

The parties agree to be bound by the sites listed on Appendix A (New York State Education Department, Approved Provider Sites), which is attached hereto and made a part hereof. In the event that the Commissioner of Education of the State of New York withdraws approval for the operation of any program or service at any site as listed in Appendix A, such action shall constitute an immediate amendment to this contract removing inclusion of such program or service from Appendix A. In the event that the Contractor intends to cease/change operation of any or all programs or services at any site listed in Appendix A, the Contractor shall give written notice of such intention to the County and the BOE(s) not less than ninety (90) days prior to the intended effective date of such action. Such cessation shall constitute an immediate amendment to this contract thus removing such program from Appendix A.

5. REIMBURSEMENT:

The County, in accordance with the provisions of this Contract, shall reimburse the Contractor for expenditures made for contracted services as follows:

- a. Such payments shall be at the rates approved for tuition. The tuition rate shall be the amount established for such purpose by the Commissioner of Education and certified by the Director of Budget of the State of New York. The County shall pay the Contractor only those rates which are set by the Commissioner and transmitted in writing, or by publication on the NYS Department of Education electronic website, by the Commissioner and only for such period as the Contractor has the Commissioner's approval.
- b. Where the enrollment for a child is for periods of less than the full July/August session or September/June session, the payment shall be prorated by the Commissioner pursuant to the Part 200 Regulations of the Commissioner.
- c. The Contractor shall submit a voucher to the County for the services rendered not later than fifteen (15) days after the end of the July/August sessions and not later than fifteen (15) days following each segment of the September/June session, where such segment shall be monthly.
- d. In the event of notification by the Commissioner of an official rate change, the Contractor shall submit a voucher to the County of any additional payment due to the rate increase or shall notify the County of any refund owed due to a rate decrease. Such voucher or notice shall be submitted not more than thirty (30) days after such official notification.
- e. The Contractor and County shall adhere to the approved reconciliation methodology for school years covered under the terms of this contract as defined in Part 200 of the Commissioner's regulations.
- f. The County shall reimburse the Contractor for services rendered under the terms of this contract in the first instance and at least quarterly upon receipt of vouchers from the Contractor. No payment shall be required to be made by the County for tuition prior to the receipt of Notification of Determination of Placement or STAC 1, if the BOE uses the STAC 1 as its notice of determination of placement. The County shall pay tuition pursuant to such Notification commencing the date of enrollment prescribed therein or actual first date of student attendance or legal absence from the program in accordance with Section 175.6 of the Commissioner's regulations, whichever is later. In the case of evaluations or reevaluations the County shall pay for such evaluations or reevaluations upon receipt of the Authorization (STAC-5).
- g. No parent or any person shall be required or requested to make payment for tuition in addition to the payments made by the County pursuant to this contract.
- h. All claims for payment made to the County by the Contractor shall identify and allocate costs of services rendered in such a manner as shall be acceptable to the County for Medicaid Compliance.
- i. The Contractor shall prepare and make available such statistical, financial and other records pursuant to section 4410 of the New York State Education law, as necessary for reporting and accountability. All documents and records shall be consistent with New York State requirements for audit and rate establishment procedures. The financial records and other financial documents relevant to this contract shall be retained by the contractor for nine (9) years after the school year in which services were provided. The Contractor shall also be responsible for submitting to the County a copy of their program cost report for the contract term provided herein.
- j. These records pursuant to Section 4410 of the New York State Education Law shall be subject at all reasonable times to inspection, review or audit by the BOE, the County where the Contractor is located, the State of New York, acting through the Education Department or the State Comptroller, federal and other personnel duly authorized by such County. In addition, the County shall make available any and all copies of such documents to such other Municipalities as may contract with the Contractor.

6. MEDICAID COMPLIANCE:

The Contractor shall furnish with the voucher or maintain in a central location (as requested below) the following information for all Medicaid eligible children enrolled in its programs pursuant to Section 4410 of the Education Law:

- a. Dates the child received a health related support service (e.g. physical therapy, speech therapy, occupational therapy, skilled nursing services and/or counseling and transportation, as applicable). (To be furnished with voucher);
 - b. Documentation that each service session was verified as delivered by the signature of the service provider (To be furnished with voucher);
 - c. Copy of the child's Individualized Education Program (IEP) (To be maintained in central location);
 - d. Copy of the Medicaid consent form to release child specific information signed by the parent of a child with a disability receiving Medicaid eligible services who is a recipient of Supplemental Security Income (SSI);
 - e. All reporting requirements necessary for Medicaid in Education compliance.
 - f. The Contractor shall furnish the County each month with the number of eligible Medicaid services by service type provided to each Medicaid eligible child pursuant to Section 4410 New York State Education Law.
 - g. The Contractor shall obtain from the parent or person in parental relationship to the Medicaid eligible child receiving services pursuant to Section 4410 of the Education Law, the Client Identification Number (CIN), period of eligibility and any other relevant third party health insurance information for the purpose of establishing Medicaid as the "payer of last resort". Appendix B-3, attached hereto, shall be submitted to the County upon the child's entry into the program or when the child first becomes Medicaid eligible. Nothing herein shall preclude the child's enrollment and initiation of services in accordance with the Board's Notice of Determination. A copy is to remain in the Contractor's file.
1. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form attached hereto as Appendix C-1, for Medicaid eligible children, that all certified teachers of the speech and hearing handicapped shall work "under the direction of" a licensed speech-language pathologist. The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed speech-language pathologist. In addition, the licensed pathologist shall certify by signature how accessibility to the pathologist is being provided to the therapists for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
 2. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form attached hereto as Appendix C-2, for Medicaid eligible children, that all certified physical therapy assistants (PTA) shall work "under the direction of" a licensed and registered physical therapist (graduate of a CAPTE-approved program). The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed physical therapist. In addition, the licensed physical therapist shall certify by signature how accessibility to the physical therapist is being provided to the physical therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
 3. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form attached hereto as Appendix C-3, for Medicaid eligible children, that all certified occupational therapy assistants (COTA) shall work "under the direction of" a licensed and registered occupational therapist. The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed and registered occupational therapist. In addition, the licensed and registered occupational therapist shall certify by signature how accessibility to the occupational therapist is being provided to the certified occupational therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
 4. The Contractor must submit, for Medicaid eligible children, a signed Medicaid Provider Agreement and Reassignment form with the signed Contract so the County can claim Medicaid reimbursement for the services provided under 4410 of the Education Law. Appendix B-1 and B-2

7. REGULATORY COMPLIANCE:

The Contractor will maintain the standards set forth under Section 200.20 of the Regulations of the Commissioner to preserve its status as an approved school for the education of children with disabilities. It is understood and agreed by the parties that, should the Contractor's approval status be terminated by the Commissioner, this Contract shall be void, in which case the Contractor shall be entitled to no compensation for the portion of the school year in which such approval ceases to be maintained and shall reimburse the County any amounts already received for that portion of such school year.

6. HEALTH REQUIREMENTS

- a. The Contractor shall ensure compliance with New York State, Title 10, Codes, Rules and Regulations, all applicable County policies and Federal laws pertaining to health requirements.
- b. The Contractor agrees to provide the County copies of all health requirements. Failure to submit required documents within (30) days of contract execution may result in contract being voided without further notice.

7. CHILD ABUSE/MALTREATMENT MANDATE

- a. In compliance with Section 4410 of the New York State Education Law and Section 424-a of the New York State Social Service Law, the Contractor that contracts with the county for preschool special education services, is required to screen Contractors who will have "regular and substantial contact" with children, as defined by New York State Department of Social Service Administrative Directive 86 ADM-43, through the State Central Register of Child Abuse and Maltreatment, hereinafter referred to as "SCR."
- b. The Contractor is responsible for clearing the following individuals: (1) Any person who is actively being considered for employment and who will have the potential for regular and substantial contact with children who receive preschool special education programs and services; (2) Any person who is employed by an individual, corporation, partnership, or association that provides goods or services to approved preschool special education Contractors who has the potential for regular and substantial contact with children who receive preschool special education programs and services.
- c. The Contractor is responsible for screening individuals through the SCR regardless of whether an individual has been screened through the SCR for employment or contract with another County or agency provider.
- d. The Contractor will not permit unsupervised contact between child and any potential employee or contractor before receiving a completed clearance and acceptable response from SCR.
- e. The Contractor will notify all individuals being screened that an inquiry will be made to the SCR and that this is a State requirement. The Contractor will establish procedures to ensure that the confidentiality of any SCR response is maintained. The Contractor will comply with SCR regulations in not screening employees more than once every six months, and one time only to the extent required by section 424-A of the Social Service Law for contractors, consultants and volunteers.
- f. Proof of SCR database check in accordance with Section 424-a must be submitted to the County with the contract and on an ongoing basis as required for preschool.

8. CONFIDENTIALITY

The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by Law or by written consent of the child's representative. The Contractor further agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this Agreement. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this Agreement in conformity with the provisions of applicable Federal, State, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall cause for immediate termination of this Agreement.

9. REPORTING REQUIREMENTS

- a. Contractor's employed therapists shall be presently qualified to provide related services in New York State and agree to submit copies of all appropriate license(s) or certification(s) to the County and update these as necessary during the Term of this Contract.
- b. Attend CPSE annual review meetings and program reviews as scheduled by the CPSE Chairperson or BOCES Coordinator for the child being served. A copy of any reports necessary for review at these meetings shall be forwarded to the County, as well as the CPSE Chairperson/BOCES Coordinator, at least ten (10) school days prior to the meeting date.
- c. Speech pathologists shall be required to obtain a written **Prescription** (recommendation/order) for speech services signed and dated from (1) NYS Licensed and ASHA Certified Speech-Language Pathologist OR (2) a physician, physician's assistant or nurse practitioner which denotes an ICD-9 code. The NYS Licensed and ASHA Certified Speech-Language Pathologist cannot write a referral if they have not seen the preschool child. 18NYCRR 505.11 states that a written order must contain

a diagnostic statement and purpose of treatment. It is not acceptable for the ordering or referring professional never to have met with the child as it is incompatible with the obligations of the ordering practitioner to assure that the ordered care, services or supplies will meet the recipients needs and restore him/her to the best possible functional level. Physician assistants or nurse practitioner's orders must be dated on or before the initiation of service. No direct or consultation services will be permitted unless an appropriately written prescription is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.

- d. Speech pathologist shall complete and submit to the County the "Certification of Under the Direction and Accessibility" Attachment C-1 for teachers certified to provide speech and language services who work under the "direction" of the licensed and New York State registered speech and language pathologist.
- e. Physical Therapists shall complete and submit to the County the "Certificate of Under the Direction and Accessibility" Attachment C-2 for physical therapy assistants who work under the "direction" of the licensed, NYS registered and CAPTE educated physical therapist.
- f. Occupational Therapists shall complete and submit to the County the "Certification of Under the Direction and Accessibility" Attachment C-3 for certified occupational assistants who work under the "direction" of the licensed and NYS registered occupational therapist.
- g. Physical Therapists must obtain a signed prescription (order/ recommendation) from a physician, physician assistant or nurse practitioner which denotes an ICD-9 code.
- h. Occupational therapists must obtain a signed prescription (order/recommendation) signed and dated by a licensed physician or nurse practitioner which denotes an ICD-9 code.
- i. No direct or consultation services can be delivered unless an appropriately signed and dated prescription by the appropriate professional is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.
- j. Obtain from the CPSE Chairperson a current copy of the IEP prior to start of service which will follow BOE approval date. This is applicable to any later program changes on IEP as well. The Contractor shall deliver services as specified on the IEP as to areas of remediation, frequency and duration of service.
- k. The Contractor shall submit at least monthly or with the invoice, whichever is first, an attendance and progress note for each session child was serviced. All progress notes submitted must also have the signature and National Provider Identification number (NPI#) of this licensed individual and title as well as the direct service provider and title.
- l. The Contractor shall follow recommended procedure for filing a claim as indicated under Appendix D.
- m. The Contractor shall call the CPSE chairperson for a program review if services cannot be delivered as indicated on IEP due to child's absence, etc. or if therapist recommends change in service or discharge.
- n. The Contractor shall forward to the County and the CPSE prior to any scheduled program review, or annual review a copy of all documentation and justification for 12-month programming, should this be recommended.
- o. The Contractor shall maintain up to date license and certifications and forward copies to the County when they become due.
- p. Progress notes addressing goals and objectives on the IEP must be done quarterly. A copy must be provided to the parent, CPSE Chairperson and the County.
- q. Upon expiration of the term of the contract all files and records shall be retained by the Contractor until further notice from the County.

11. INSURANCE

The Contractor shall maintain a professional liability policy and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor shall also maintain general liability insurance and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor agrees to have the County names as "additional insured" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.

12. INDEMNIFICATION

- a. The County shall not be liable for any claim of malpractice asserted against the Contractor, and the Contractor shall hold the County harmless for any and all claims arising from the Contractor's service under this Agreement including but not limited to, malpractice, negligence or willful misconduct.
- b. The Contractor agrees to make no claim for damages for delay occasioned by an act or omission of the County.

13. EXCLUSIVITY

- a. The County retains the right to reassign children to other Contractors or its own employees.
- b. The County retains the right to contract with other independent contractors for such services which are the same or similar to those provided by the Contractor, or to provide such services to its eligible children through its own employees. The Contractor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not patients of the County.

14. CONTRACTOR STATUS

- a. It is intended by both the Contractor and the County that the Contractor's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the Contractor and the County. The Contractor 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 County 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). The Contractor will indemnify and hold the County harmless from all loss or liability incurred by the County as a result of not making such payments or withholdings.
- c. The Contractor understands, and represents to the County, that such insurance and tax payments are the sole responsibility of the contractor.
- d. If the Internal Revenue Service or any other governmental agency questions or challenges the Contractor's independent contractor status it is agreed that both the County and the Contractor 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.
- e. The Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age Discrimination Employment Act of 1973 as amended, Executive order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Regulations, 41 CFR Part 60.
- f. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

15. SUBCONTRACT

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

16. LOBBYING

The Contractor which shall be a party to this Agreement shall not use federal funds for lobbying purposes 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 \$100,000.00 as defined at 34 CFR Part 82, Section 82.110.

17. DISBARMENT

The contractor entering into this Agreement shall not have its principal disbarred, ineligible, or voluntarily excluded from a cover transaction by any federal agency as required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary transactions, as defined at 34 CFR Part 85, Sections 83, 105, and 85.110. Moreover, the Contractor may not have within the last three year period, been convicted of, have a civil judgment rendered or presently be under an indictment for the commission of fraud or criminal offense which would make you ineligible to receive funding.

18. ENTIRE AGREEMENT

The terms of this Agreement including all attachments, amendments, addendums, appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and superseded all prior negotiations, representations, understandings or agreements, whether written or oral, with the respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the parties sought to be bound.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement.

ONEIDA COUNTY


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

DATE: _____

Approved as to Form ONLY

BY: _____
Oneida County Attorney

CONTRACTOR

BY:  _____
NAME: Louis B. Tehan
TITLE: President + CEO

DATE: 4/2/14 _____

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of July 2014, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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 waste and recyclables generated within the Authority's service area by performance of this Contract by the 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.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- 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 Contractor, 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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors 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 Contract 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 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract 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 Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor 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 an 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. 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 (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (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: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (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).

2. 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).
-

- d. 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 Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
 - 1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 - 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (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 Contract.

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, 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 County. 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 with the Standards for Privacy of Individual 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; and
 - 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 County's clients.
- b. 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 County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, 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 County.

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.


The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

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

Contractor

By: 
Name: Louis B. Tehan
President + CEO

Approved as to Form only

Oneida County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

EDUCATION OF HANDICAPPED CHILDREN PROGRAM

Phone: (315) 798-5223 Fax: (315) 798-6441

March 25, 2014

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

14195
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

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

Date

4-22-14

Dear Mr. Picente:

Under Section 4410 of the New York State Education Law in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York, municipalities are mandated to provide payment for evaluations rendered to preschool aged children.

Enclosed please find (4) four copies of an Agreement between The ARC of Oneida Lewis Counties, NYSARC and the Oneida County Health Department, Preschool Education/Transportation of Handicapped Children Program for the reimbursement of evaluation services for the period July 1, 2014 through June 30, 2017.

We anticipate this reimbursement will be \$90,000.00 from July 1, 2014 through June 30, 2017. 40.5% is funded by Oneida County and 59.5% is New York State reimbursed.

This contract requires Board of Legislature approval by the meeting date of 5/14/2014.

Sincerely,

Phyllis D. Ellis

Phyllis D. Ellis, BSN, MS, F.A.C.H.E.
Director of Health

Enclosures

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Education and Transportation of Handicapped Children Program
Account Number: A2960.1952 Evaluations

NAME AND ADDRESS OF VENDOR: **The Arc of Oneida and Lewis Counties**
245 Genesee Street, Utica, NY 13501

VENDOR CONTACT PERSON: Mary Beth Redmond

DESCRIPTION OF CONTRACT: The Oneida County Health Department contracts with program providers and individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Code of Federal Regulations. Transportation services are provided in accordance with Section 119-0 of the General Municipal Law and Section 236 of the Family Court Act.

CLIENT POPULATION SERVED: **Preschool Students with Disabilities**

2013 CONTRACT YEAR TOTAL: **\$31,930.00**

THIS CONTRACT YEAR: **Rate for Evaluations is set by New York State Education Department. Transportation rates are awarded by Purchasing Department by bids.**

THIS IS CONTRACT PERIOD: **July 1, 2014 to June 30, 2017**

 NEW X RENEWAL AMENDMENT

FUNDING SOURCE: **Contract Amount: \$90,000.00**

Less Revenues: \$0.00

State Funds	\$17,850.00	59.5% of Total Dollars per school year
County Dollars - Previous Contract	\$ 12,150.00	40.5% of Total Dollars per school year
County Dollars - This Contract	\$ 12,150.00	40.5% of Total Dollars per school year

Approved as to Form by County Attorney: _____



ONEIDA COUNTY PRESCHOOL EVALUATION CONTRACT

This Contract, by and between the COUNTY OF ONEIDA, through its Health Department, a municipal corporation of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York, hereinafter referred to as the County, and The ARC Oneida-Lewis Chapter, hereinafter referred to as the Contractor, having its main office at 245 Genesee Street, Utica, New York.

WITNESSETH:

WHEREAS, the County is in need of the provision of services to preschool children with disabilities pursuant to Section 4410 of the New York State Education Law and Part 200 of the Regulations of the Commissioner of Education through the County's Education/Transportation of Handicapped Children Program, hereinafter referred to as the Program.

WHEREAS, the Contractor has been approved by the Commissioner of Education of the State of New York to provide the above named special education program in accordance with Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner, to an eligible preschool student with a disability, as recommended by the Committee on Preschool Special Education, (CPSE) AND approved by the Board of Education (BOE) from the child's resident school district.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. TERM OF AGREEMENT

This contract shall become effective July 1, 2014 and terminate June 30, 2017 conditioned upon the continued availability of Federal/and or New York State funds for the purpose set forth in this agreement.

2. TERMINATION

- **BY CONTRACTOR:** Should the Contractor request termination of this contract, a written notice of any such termination shall be provided to the County by the Contractor not less than ninety (90) days prior to the intended effective date of such action. In the event of such termination, the parties shall adjust the accounts due and the Contractor shall undertake no additional expenditures not already required. Should the Contractor be requesting termination of this contract based on the Contractor's intent to cease operation, all specific close down procedures shall be followed by the Contractor in accordance with Part 200 of the Regulations of the Commissioner of Education of the State of New York. Written notice of any such termination shall be provided to the County not less than ninety (90) days prior to the effective date of such action.
- **BY COUNTY:** This contract may be terminated at any time by the County upon the giving of ten (10) days written notice to the Contractor. However, in the event the Contractor defaults in the performance of any of its obligations under this contract, the County may terminate the contract effective upon written notice at any time. Furthermore, 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 Contract, the County shall have the option to immediately terminate this Contract upon providing written notice to the Contractor. In such 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 termination.

3. SCOPE OF SERVICES

Services performed pursuant to this Agreement shall be provided in accordance with Section 4410 of the New York State Education Law and in compliance of the Regulations of the Commissioner of Education of the State of New York.

- a. The Contractor shall provide appropriate services for children with disabilities placed by the BOE to attend the Contractor's program. The Contractor shall provide such services for that part of the school year for which disabled children are placed by the BOE. The school year is hereby defined as a July/August session from July 1 through August 31 and/or a September/June session from September 1 through June 30.
- b. All financial arrangements for services under this contract shall be between the County and Contractor in accordance with the Provisions of Section 5 of this contract. The Contractor shall be responsible for the delivery of appropriate services, including the training and/or retraining of direct service staff employed by the Contractor. For purposes hereof, "Direct Service Staff" shall be defined as, but not limited to, individuals providing special education and/or related services that are licensed and certified by law, to provide such services as mandated on the student's approved Individualized Education Program (IEP). Direct Service Staff may also include individuals, volunteers

or employees who function within the classroom of approved State Education Department programs and are not required by law to be certified or licensed. Direct Service Staff may be employees or independent providers within the Contractor program.

- c. **Services cannot begin until a date after the Board of Education approval date. Start date will be indicated on the STAC 1(System to Track and Account for Children).**

4. APPROVED CONTRACTED PROVIDER SITES

The parties agree to be bound by the sites listed on Appendix A (New York State Education Department, Approved Provider Sites), which is attached hereto and made a part hereof. In the event that the Commissioner of Education of the State of New York withdraws approval for the operation of any program or service at any site as listed in Appendix A, such action shall constitute an immediate amendment to this contract removing inclusion of such program or service from Appendix A. In the event that the Contractor intends to cease/change operation of any or all programs or services at any site listed in Appendix A, the Contractor shall give written notice of such intention to the County and the BOE(s) not less than ninety (90) days prior to the intended effective date of such action. Such cessation shall constitute an immediate amendment to this contract thus removing such program from Appendix A.

5. REIMBURSEMENT:

The County, in accordance with the provisions of this Contract, shall reimburse the Contractor for expenditures made for contracted services as follows:

- a. Such payments shall be at the rates approved for tuition. The tuition rate shall be the amount established for such purpose by the Commissioner of Education and certified by the Director of Budget of the State of New York. The County shall pay the Contractor only those rates which are set by the Commissioner and transmitted in writing, or by publication on the NYS Department of Education electronic website, by the Commissioner and only for such period as the Contractor has the Commissioner's approval.
- b. Where the enrollment for a child is for periods of less than the full July/August session or September/June session, the payment shall be prorated by the Commissioner pursuant to the Part 200 Regulations of the Commissioner.
- c. The Contractor shall submit a voucher to the County for the services rendered not later than fifteen (15) days after the end of the July/August sessions and not later than fifteen (15) days following each segment of the September/June session, where such segment shall be monthly.
- d. In the event of notification by the Commissioner of an official rate change, the Contractor shall submit a voucher to the County of any additional payment due to the rate increase or shall notify the County of any refund owed due to a rate decrease. Such voucher or notice shall be submitted not more than thirty (30) days after such official notification.
- e. The Contractor and County shall adhere to the approved reconciliation methodology for school years covered under the terms of this contract as defined in Part 200 of the Commissioner's regulations.
- f. The County shall reimburse the Contractor for services rendered under the terms of this contract in the first instance and at least quarterly upon receipt of vouchers from the Contractor. No payment shall be required to be made by the County for tuition prior to the receipt of Notification of Determination of Placement or STAC 1, if the BOE uses the STAC 1 as its notice of determination of placement. The County shall pay tuition pursuant to such Notification commencing the date of enrollment prescribed therein or actual first date of student attendance or legal absence from the program in accordance with Section 175.6 of the Commissioner's regulations, whichever is later. In the case of evaluations or reevaluations the County shall pay for such evaluations or reevaluations upon receipt of the Authorization (STAC-5).
- g. No parent or any person shall be required or requested to make payment for tuition in addition to the payments made by the County pursuant to this contract.
- h. All claims for payment made to the County by the Contractor shall identify and allocate costs of services rendered in such a manner as shall be acceptable to the County for Medicaid Compliance.
- i. The Contractor shall prepare and make available such statistical, financial and other records pursuant to section 4410 of the New York State Education law, as necessary for reporting and accountability. All documents and records shall be consistent with New York State requirements for audit and rate establishment procedures. The financial records and other financial documents relevant to this contract shall be retained by the contractor for nine (9) years after the school year in which services were provided. The Contractor shall also be responsible for submitting to the County a copy of their program cost report for the contract term provided herein.
- j. These records pursuant to Section 4410 of the New York State Education Law shall be subject at all reasonable times to inspection, review or audit by the BOE, the County where the Contractor is located, the State of New York, acting through the Education Department or the State Comptroller, federal and other personnel duly authorized by such County. In addition, the County shall make available any and all copies of such documents to such other Municipalities as my contract with the Contractor.

6. MEDICAID COMPLIANCE:

The Contractor shall furnish with the voucher or maintain in a central location (as requested below) the following information for all Medicaid eligible children enrolled in its programs pursuant to Section 4410 of the Education Law:

- a. Dates the child received a health related support service (e.g. physical therapy, speech therapy, occupational therapy, skilled nursing services and/or counseling and transportation, as applicable). (To be furnished with voucher);
- b. Documentation that each service session was verified as delivered by the signature of the service provider (To be furnished with voucher);
- c. Copy of the child's Individualized Education Program (IEP) (To be maintained in central location);
- d. Copy of the Medicaid consent form to release child specific information signed by the parent of a child with a disability receiving Medicaid eligible services who is a recipient of Supplemental Security Income (SSI);
- e. All reporting requirements necessary for Medicaid in Education compliance.
- f. The Contractor shall furnish the County each month with the number of eligible Medicaid services by service type provided to each Medicaid eligible child pursuant to Section 4410 New York State Education Law.
- g. The Contractor shall obtain from the parent or person in parental relationship to the Medicaid eligible child receiving services pursuant to Section 4410 of the Education Law, the Client Identification Number (CIN), period of eligibility and any other relevant third party health insurance information for the purpose of establishing Medicaid as the "payer of last resort". Appendix B-3, attached hereto, shall be submitted to the County upon the child's entry into the program or when the child first becomes Medicaid eligible. Nothing herein shall preclude the child's enrollment and initiation of services in accordance with the Board's Notice of Determination. A copy is to remain in the Contractor's file.
 1. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form attached hereto as Appendix C-1, for Medicaid eligible children, that all certified teachers of the speech and hearing handicapped shall work "under the direction of" a licensed speech-language pathologist. The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed speech-language pathologist. In addition, the licensed pathologist shall certify by signature how accessibility to the pathologist is being provided to the therapists for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
 2. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form attached hereto as Appendix C-2, for Medicaid eligible children, that all certified physical therapy assistants (PTA) shall work "under the direction of" a licensed and registered physical therapist (graduate of a CAPTE-approved program). The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed physical therapist. In addition, the licensed physical therapist shall certify by signature how accessibility to the physical therapist is being provided to the physical therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
 3. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the Contractor shall certify using the certification form attached hereto as Appendix C-3, for Medicaid eligible children, that all certified occupational therapy assistants (COTA) shall work "under the direction of" a licensed and registered occupational therapist. The Contractor shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed and registered occupational therapist. In addition, the licensed and registered occupational therapist shall certify by signature how accessibility to the occupational therapist is being provided to the certified occupational therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
 4. The Contractor must submit, for Medicaid eligible children, a signed Medicaid Provider Agreement and Reassignment form with the signed Contract so the County can claim Medicaid reimbursement for the services provided under 4410 of the Education Law. Appendix B-1 and B-2

7. REGULATORY COMPLIANCE:

The Contractor will maintain the standards set forth under Section 200.20 of the Regulations of the Commissioner to preserve its status as an approved school for the education of children with disabilities. It is understood and agreed by the parties that, should the Contractor's approval status be terminated by the Commissioner, this Contract shall be void, in which case the Contractor shall be entitled to no compensation for the portion of the school year in which such approval ceases to be maintained and shall reimburse the County any amounts already received for that portion of such school year.

6. HEALTH REQUIREMENTS

- a. The Contractor shall ensure compliance with New York State, Title 10, Codes, Rules and Regulations, all applicable County policies and Federal laws pertaining to health requirements.
- b. The Contractor agrees to provide the County copies of all health requirements. Failure to submit required documents within (30) days of contract execution may result in contract being voided without further notice.

7. CHILD ABUSE/MALTREATMENT MANDATE

- a. In compliance with Section 4410 of the New York State Education Law and Section 424-a of the New York State Social Service Law, the Contractor that contracts with the county for preschool special education services, is required to screen Contractors who will have “regular and substantial contact” with children, as defined by New York State Department of Social Service Administrative Directive 86 ADM-43, through the State Central Register of Child Abuse and Maltreatment, hereinafter referred to as “SCR.”
- b. The Contractor is responsible for clearing the following individuals: (1) Any person who is actively being considered for employment and who will have the potential for regular and substantial contact with children who receive preschool special education programs and services; (2) Any person who is employed by an individual, corporation, partnership, or association that provides goods or services to approved preschool special education Contractors who has the potential for regular and substantial contact with children who receive preschool special education programs and services.
- c. The Contractor is responsible for screening individuals through the SCR regardless of whether an individual has been screened through the SCR for employment or contract with another County or agency provider.
- d. The Contractor will not permit unsupervised contact between child and any potential employee or contractor before receiving a completed clearance and acceptable response from SCR.
- e. The Contractor will notify all individuals being screened that an inquiry will be made to the SCR and that this is a State requirement. The Contractor will establish procedures to ensure that the confidentiality of any SCR response is maintained. The Contractor will comply with SCR regulations in not screening employees more than once every six months, and one time only to the extent required by section 424-A of the Social Service Law for contractors, consultants and volunteers.
- f. Proof of SCR database check in accordance with Section 424-a must be submitted to the County with the contract and on an ongoing basis as required for preschool.

8. CONFIDENTIALITY

The County and the Contractor shall hold in strict confidence all child records and disclose information and data in such records only to persons or entities as authorized or required by Law or by written consent of the child’s representative. The Contractor further agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this Agreement. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this Agreement in conformity with the provisions of applicable Federal, State, and local laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall cause for immediate termination of this Agreement.

9. REPORTING REQUIREMENTS

- a. Contractor’s employed therapists shall be presently qualified to provide related services in New York State and agree to submit copies of all appropriate license(s) or certification(s) to the County and update these as necessary during the Term of this Contract.
- b. Attend CPSE annual review meetings and program reviews as scheduled by the CPSE Chairperson or BOCES Coordinator for the child being served. A copy of any reports necessary for review at these meetings shall be forwarded to the County, as well as the CPSE Chairperson/BOCES Coordinator, at least ten (10) school days prior to the meeting date.
- c. **Speech pathologists** shall be required to obtain a written **Prescription** (recommendation/order) for speech services signed and dated from (1) NYS Licensed and ASHA Certified Speech-Language Pathologist OR (2) a physician, physician’s assistant or nurse practitioner which denotes an **ICD-9 code**. The NYS Licensed and ASHA Certified Speech-Language Pathologist cannot write a referral if they have not seen the preschool child. 18NYCRR 505.11 states that a written order must contain

a diagnostic statement and purpose of treatment. It is not acceptable for the ordering or referring professional never to have met with the child as it is incompatible with the obligations of the ordering practitioner to assure that the ordered care, services or supplies will meet the recipients needs and restore him/her to the best possible functional level. Physician, physician assistants or nurse practitioner's orders must be dated on or before the initiation of service. No direct or consultation services will be permitted unless an appropriately written prescription is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.

- d. **Speech pathologist shall complete and submit to the County the "Certification of Under the Direction and Accessibility" Attachment C-1** for teachers certified to provide speech and language services who work under the "direction" of the licensed and New York State registered speech and language pathologist.
- e. **Physical Therapists shall complete and submit to the County the "Certificate of Under the Direction and Accessibility Attachment C-2** for physical therapy assistants who work under the "direction" of the licensed, NYS registered and CAPTE educated physical therapist.
- f. **Occupational Therapists shall complete and submit to the County the "Certification of Under the Direction and Accessibility" Attachment C-3** for certified occupational assistants who work under the "direction" of the licensed and NYS registered occupational therapist.
- g. **Physical Therapists** must obtain a signed prescription (order/ recommendation) from a physician, physician assistant or nurse practitioner which denotes an **ICD-9 code**.
- h. **Occupational therapists** must obtain a signed prescription (order/recommendation) signed and dated by a licensed physician or nurse practitioner which denotes an **ICD-9 code**.
- i. **No direct or consultation services can be delivered unless an appropriately signed and dated prescription by the appropriate professional is obtained. A copy of this prescription must also be forwarded to the County with the initial bill.**
- j. Obtain from the CPSE Chairperson a current copy of the IEP prior to start of service which will follow BOE approval date. This is applicable to any later program changes on IEP as well. The Contractor shall deliver services as specified on the IEP as to areas of remediation, frequency and duration of service.
- k. The Contractor shall submit at least monthly or with the invoice, whichever is first, an attendance and progress note for each session child was serviced. **All progress notes submitted must also have the signature and National Provider Identification number (NPI#) of this licensed individual and title as well as the direct service provider and title.**
- l. The Contractor shall follow recommended procedure for filing a claim as indicated under Appendix D.
- m. The Contractor shall call the CPSE chairperson for a program review if services cannot be delivered as indicated on IEP due to child's absence, etc. or if therapist recommends change in service or discharge.
- n. The Contractor shall forward to the County and the CPSE prior to any scheduled program review, or annual review a copy of all documentation and justification for 12-month programming, should this be recommended.
- o. The Contractor shall maintain up to date license and certifications and forward copies to the County when they become due.
- p. Progress notes addressing goals and objectives on the IEP must be done quarterly. A copy must be provided to the parent, CPSE Chairperson and the County.
- q. Upon expiration of the term of the contract all files and records shall be retained by the Contractor until further notice from the County.

11. INSURANCE

The Contractor shall maintain a professional liability policy and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor shall also maintain general liability insurance and will provide the Health Department with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. The Contractor agrees to have the County names as "additional insured" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.

12. INDEMNIFICATION

- a. The County shall not be liable for any claim of malpractice asserted against the Contractor, and the Contractor shall hold the County harmless for any and all claims arising from the Contractor's service under this Agreement including but not limited to, malpractice, negligence or willful misconduct.
- b. The Contractor agrees to make no claim for damages for delay occasioned by an act or omission of the County.

13. EXCLUSIVITY

- a. The County retains the right to reassign children to other Contractors or its own employees.
- b. The County retains the right to contract with other independent contractors for such services which are the same or similar to those provided by the Contractor, or to provide such services to its eligible children through its own employees. The Contractor retains the right to provide services directly or indirectly through contract with another agency, to persons who are not patients of the County.

14. CONTRACTOR STATUS

- a. It is intended by both the Contractor and the County that the Contractor's status be that of an independent contractor, and that nothing in this Agreement be construed to create an employer/employee relationship between the Contractor and the County. The Contractor 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 County 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). The Contractor will indemnify and hold the County harmless from all loss or liability incurred by the County as a result of not making such payments or withholdings.
- c. The Contractor understands, and represents to the County, that such insurance and tax payments are the sole responsibility of the contractor.
- d. If the Internal Revenue Service or any other governmental agency questions or challenges the Contractor's independent contractor status it is agreed that both the County and the Contractor 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.
- e. The Contractor represents and agrees to comply with the requirements of the Civil Rights Acts of 1964 as amended, the Age Discrimination Employment Act of 1973 as amended, Executive order No. 11246, entitled "Equal Employment Opportunity" as amended, by Executive Order No. 11375 and as supplemented in Department of Labor Regulations, 41 CFR Part 60.
- f. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

15. SUBCONTRACT

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

16. LOBBYING

The Contractor which shall be a party to this Agreement shall not use federal funds for lobbying purposes 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 \$100,000.00 as defined at 34 CFR Part 82, Section 82.110.

17. DISBARMENT

The contractor entering into this Agreement shall not have its principal disbarred, ineligible, or voluntarily excluded from a cover transaction by any federal agency as required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary transactions, as defined at 34 CFR Part 85, Sections 83, 105, and 85.110. Moreover, the Contractor may not have within the last three year period, been convicted of, have a civil judgment rendered or presently be under an indictment for the commission of fraud or criminal offense which would make you ineligible to receive funding.

18. ENTIRE AGREEMENT

The terms of this Agreement including all attachments, amendments, addendums, appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and superseded all prior negotiations, representations, understandings or agreements, whether written or oral, with the respect to the subject matter of this Agreement. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the parties sought to be bound.

IN WITNESS WHERE OF, the parties hereto have executed this Agreement.

ONEIDA COUNTY

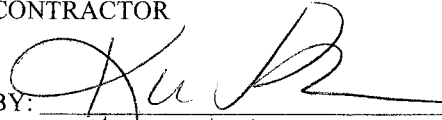
BY: _____
Anthony J. Picente Jr.
Oneida County Executive

DATE: _____

Approved as to Form ONLY

BY: _____
Oneida County Attorney

CONTRACTOR

BY: 
NAME: Karen Kovotzer
TITLE: Chief Executive Officer

DATE: 3/19/14

ADDENDUM

THIS ADDENDUM, entered into on this 9th day of March, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executor or Non-Appropriation Clause.

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

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 waste and recyclables generated within the Authority's service area by performance of this Contract by the 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.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- 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 Contractor, 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 Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors 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 Contract 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 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract 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 Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:

- d. 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 Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (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 Contract.

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

- a. The Contractor, as a Business Associate of the County, 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 County. 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 with the Standards for Privacy of Individual 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; and
 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 County's clients.
- b. 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 County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, 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 County.

- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract 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 this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract 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 County 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 County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County 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 Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract 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 County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal 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 County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal 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.

7. 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, the 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, the 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. The 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.

8. 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 the 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, the 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

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 shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. 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 County Comptroller, the County Attorney 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 County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County 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: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the

payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, 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 County is mandatory. The principle 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 liabilities and to generally identify persons affected by the taxes administered by the New York State 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 County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. 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 Addendum, the terms of this Addendum shall control.

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. 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 Section 165 of the State Finance Law (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 County.

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 Section 165 of the State Finance Law. Any such use must meet with approval of the County; 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 County.



INSURANCE BINDER

OP ID: PC

DATE (MM/DD/YYYY)
10/17/2013

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Scalzo, Zogby & Wittig, Inc. P.O. Box 0816 New Hartford, NY 13413 Stephen R. Zogby		COMPANY Philadelphia Insurance Co.		BINDER # 10718	
PHONE (A/C, No, Ext): 315-792-0000 FAX (A/C, No): 315-792-4637		DATE EFFECTIVE 10/15/13 TIME 12:01		EXPIRATION 10/15/14 TIME 12:01 AM	
CODE: AGENCY CUSTOMER ID: ARCTH-1		SUB CODE:		<input checked="" type="checkbox"/> THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # PHPK933875	
INSURED Oneida-Lewis Chapter NYSARC 245 Genesee Street Utica NY 13501		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) COMMERCIAL PACKAGE POLICY			

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC <input checked="" type="checkbox"/> REPL. COST <input checked="" type="checkbox"/> EQUIP. BREAKDOWN	BLANKET BUILDINGS BLANKET CONTENTS BUS INCOME/EE AS SCHEDULED BLKT PROP OF OTHERS	1,000 1,000 1,000	90 90 90	16,116,088 2,591,000 653,760
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESS \$1M/3M <input checked="" type="checkbox"/> BL \$1M/3M A <input checked="" type="checkbox"/> ABUSE/MOLEST \$1M/3M	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 1,000,000 \$ 20,000 \$ 1,000,000 \$ 3,000,000 \$ 3,000,000	\$ 1,000,000 \$ 1,000,000 \$ 20,000 \$ 1,000,000 \$ 3,000,000 \$ 3,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	RETRO DATE FOR CLAIMS MADE:	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST	\$ 1,000,000 \$ \$ \$ \$ 5,000 \$ 150,000 \$ 1,000,000	\$ 1,000,000 \$ \$ \$ \$ 5,000 \$ 150,000 \$ 1,000,000
AUTO PHYSICAL DAMAGE <input checked="" type="checkbox"/> COLLISION: DEDUCTIBLE 1,000 <input checked="" type="checkbox"/> OTHER THAN COL: DEDUCTIBLE 1,000	<input type="checkbox"/> ALL VEHICLES <input checked="" type="checkbox"/> SCHEDULED VEHICLES	<input checked="" type="checkbox"/> ACTUAL CASH VALUE <input type="checkbox"/> STATED AMOUNT <input type="checkbox"/> OTHER	\$ \$ \$	\$ \$ \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	RETRO DATE FOR CLAIMS MADE:	AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE	\$ \$ \$ \$	\$ \$ \$ \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$ \$ \$ \$ \$	\$ \$ \$ \$ \$ \$ \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	RETRO DATE FOR CLAIMS MADE:	FEES TAXES ESTIMATED TOTAL PREMIUM	\$ \$ \$	\$ \$ \$

RENEWAL POLICY # PHPK1087251

SPECIAL CONDITIONS/ OTHER COVERAGES

NAME & ADDRESS	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	<input type="checkbox"/>
	LOAN #	
	AUTHORIZED REPRESENTATIVE 	



CERTIFICATE OF LIABILITY INSURANCE

OP ID: PC

DATE (MM/DD/YYYY)

10/23/13

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 Scalzo, Zogby & Wittig, Inc. P.O. Box 0816 New Hartford, NY 13413 Stephen R. Zogby	315-792-0000 315-792-4637	CONTACT NAME: Pat Cotignola PHONE (A/C, No, Ext): 315-792-0000 E-MAIL ADDRESS: patc@szwinsurance.com PRODUCER CUSTOMER ID #: ARCTH-1	FAX (A/C, No): 315-792-4637
INSURED The Arc, Oneida-Lewis Chapter NYSARC 245 Genesee Street Utica, NY 13501	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Ins			
INSURER B:			
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	ADDD INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X		PHPK1087251	10/15/13	10/15/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1087251	10/15/13	10/15/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB437726	10/15/13	10/15/14	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK1087251	10/15/13	10/15/14	Ea Incid. 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 County of Oneida is named as an additional insured for general liability as respects funding provided.

CERTIFICATE HOLDER

ONEI-13

CANCELLATION

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

County of Oneida
800 Park Avenue
Utica, NY 13501

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ONEIDA-HERKIMER SOLID WASTE AUTHORITY

BOARD MEMBERS

Neil C. Angell, Chairman
Kenneth A. Long, Vice Chairman
Harry A. Herline, Treasurer
Vincent J. Bono
Allcia Dicks

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

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

June 27, 2013

Mr. Carl Peters
Purchasing/Inventory Manager
The Arc
245 Genesee Street
Utica, NY 13501

RE: SOLID WASTE HAULER CERTIFICATION OF COMPLIANCE

Dear Mr. Peters:

Based upon the information you provided, this will certify your compliance with County solid waste management policy, specifically the May 26, 1999 Oneida County Board of Legislators Resolution No. 249. Your current solid waste hauler (**Waste Management of Utica and Hawkins & Hurlbut**) are presently delivering your solid waste to an Oneida-Herkimer Solid Waste Management Authority facility for disposal.

In the event that you change your solid waste hauler you should immediately contact the Oneida-Herkimer Solid Waste Authority office for solid waste hauler compliance verification.

If you any questions please feel free to contact this office.

Sincerely,

William A. Rabbia
Executive Director

WAR/aag

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

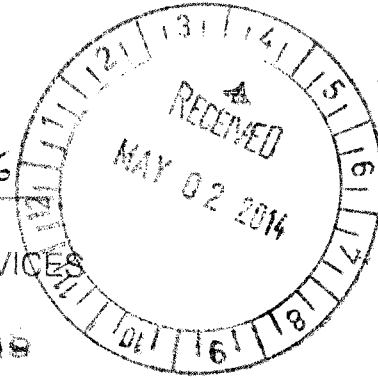
EARLY INTERVENTION PROGRAM

Phone: (315) 798-5249 Fax: (315) 731-3491

April 21, 2014

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

HEALTH & HUMAN SERVICES



Dear Mr. Picente:

WAYS & MEANS

Local governments have the responsibility for administering the Early Intervention Program subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Charter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York.

Enclosed please find six (6) copies of an Agreement between the New York State Department of Health and the Oneida County Health Department, Early Intervention Program for administering the Early Intervention Program for the period October 1, 2013 through September 30, 2014 in the amount of \$93,789.

The Health Department will receive administrative funds to offset costs incurred in the implementation of the Early Intervention Program. The Grant is 100% state-funded.

The agreement was received by the Health Department from NYSDOH on 3/5/14 and has been under review by the law department prior to being sent to your office for approval.

Please contact me if you have any questions or require additional information.

NOTE: NYS Department of Health requires TWO original signed and notarized signature pages be returned to them along with all appendices.

Sincerely,

Phyllis D. Ellis, BSN, MS, F.A.C.H.E.
Director of Health

PDE/tp
Enclosures

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

Anthony J. Picente, Jr.
County Executive

Date 5-2-14

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Early Intervention A4059

NAME AND ADDRESS OF VENDOR: NYS Department of Health
Bureau of Early Intervention
ESP Corning Tower, Room 287
Albany, NY 12237

VENDOR CONTACT PERSON: Cori Lewis, Health Program Administrator

DESCRIPTION OF CONTRACT: Local governments have the responsibility for administering the Early Intervention Program subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Charter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York. Administrative funds are provided to all municipalities to offset costs incurred in the implementation of the Early Intervention Program.

CLIENT POPULATION SERVED: The Early Intervention Program is a NYSDOH program that provides many different types of services to infants and toddlers ages 0 through 2 years of age with disabilities.

The services available to all eligible Early Intervention children are: audiology, speech pathology, physical therapy, occupational therapy, and vision service. Services are provided by qualified professionals through: Home and community-based visits, facility or center-based visits, parent-child groups, family support groups, or group developmental intervention.

PREVIOUS CONTRACT: one (1) YEAR: October 1, 2012 through September 30, 2013

GRANT AMOUNT: \$114,608

THIS CONTRACT: one (1) YEAR: October 1, 2013 through September 30, 2014

GRANT AMOUNT: \$93,789

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

Contract to Exceed \$50,000.00? Yes _____ **X** _____ No _____

SIGNATURE: Patricia Meyer, Early Intervention Program Supervisor **DATE:** April 15, 2014

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>New York State Department of Health Bureau of Early Intervention ESP Corning Tower, Room 287 Albany, New York 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01/3450257</p> <p>CONTRACT NUMBER: C027494</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input checked="" type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County of</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Early Intervention Administration</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p> <p>84.181</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Oneida County Department of Health 185 Genesee Street Utica, New York 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>Oneida County of 800 Park Avenue Utica, New York 13501</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code:300100000000.00 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: EPTL#3&7A#15</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C027494

Page 1 of 2

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 10/01/2011 To: 09/30/2016</p> <p>CURRENT CONTRACT PERIOD: From: 10/01/2013 To: 09/30/2014</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount):</p> <p>CURRENT: \$ 93,789</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	--

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:
 - A-1 Program Specific Terms and Conditions
 - A-2 Federally Funded Grants

- Attachment B:
 - B-1 Expenditure Based Budget
 - B-2 Performance Based Budget
 - B-3 Capital Budget
 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)

- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other: Project Specific Reporting Requirements

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

CONTRACTOR:

Oneida County of _____

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

New York State Department of Health

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

Contract Number: # C027494

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

CONTRACTOR:

Oneida County of

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

New York State Department of Health

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Number: # C027494

Page 1 of 1, Master Contract for Grants Signature Page

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master 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, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

Contract Number: # C027494

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. 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 e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

M. Indemnification: 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 Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master 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 State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master 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.

Q. Secular Purpose: Services performed pursuant to the Master Contract 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.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall 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 it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) 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.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, 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.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

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 applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule).

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 principle 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State 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. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.
2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

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Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, 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 the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. *Federal Funds:* For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must 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).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.
2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.
3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Master Contract shall be performed within the State of New York, the 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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State 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 the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. 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.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

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7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part A. Agency Specific Clauses

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):

A. 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).

B. Prohibition on Purchase of Tropical Hardwoods:

1. 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 Section 165 of the State Finance Law, (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.

2. 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.

C. 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.

D. 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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

E. Procurement Lobbying: To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

F. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates, and Subcontractors: To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

- G. 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.

H. Administrative Rules and Audits:

1. 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:

- a) 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".
- b) For a nonprofit organization other than
 - (i) an institution of higher education,
 - (ii) a hospital, or
 - (iii) 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.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) 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.

2. 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 "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) 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.

b) 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.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) 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.

c) 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.

I. 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.

J. 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.

K. 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 race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. 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

M. 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.

N. 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:

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

- a) **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
- b) **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
- c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

- a) **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
- b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. 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 any 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.

P. 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.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. 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 Early Intervention
ESP Corning Tower, Room 287
Albany, NY 12237
Attn: Administrative Services Unit**

S. 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 shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement. Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. 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.

T. 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.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), 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: Cori Lewis
Title: Health Program Administrator
Address: Bureau of Early Intervention
ESP Corning Tower, Room 287
Albany, New York 12237
Telephone Number: 518-473-7016
Facsimile Number: 518-486-1090
E-Mail Address: beifiscal@health.state.ny.us

Oneida County Department of Health

Name: Phyllis D. Ellis, BSN, MS, F.A.C.H.E.
Title: Director of Health
Address: 185 Genesee St, Utica, NY 13501
Telephone Number: 315-798-6400
Facsimile Number: 315-266-6138
E-Mail Address: pellis@ocgov.net

Part B. Program Specific Clauses

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

<< OR >>

Attachment A-1 Part B intentionally omitted.

ATTACHMENT A-2
FEDERALLY FUNDED GRANTS
Part A. AGENCY SPECIFIC CLAUSES

A. 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.

1. Lobbying Certification (except as otherwise provided in Part B of this Attachment A-2)

a) 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.

b) 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.

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

(i) 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.

- 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.

(ii) 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.

(iii) 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 Contracts at (518) 474-7896. Completed forms should be submitted to the New York State Department of Health, Bureau of Contracts, Empire State Plaza, Corning Tower Building, Room 2756, Albany, 12237-0016.

(iv) 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.

d) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:

- (i) Payments of reasonable compensation made to its regularly employed officers or employees;

- (ii) 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
- (iii) 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.

2. 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.

3. 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:

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

Instructions for Certification

- (i) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- (ii) 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 an 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.
- (iii) 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.
- (iv) 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.
- (v) 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.

- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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.

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

- (i) 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.
- (ii) 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.

B. Administrative Rules and Audits:

1. 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:

a) 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".

b) For a nonprofit organization other than
(i) an institution of higher education,
(ii) a hospital, or
(iii) 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.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) 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.

2. 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.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) 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.

b) 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.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

- a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
- b) 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.
- c) 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.

Part B. Program Specific Federal Clauses

Additional Department of Health program specific federal clauses follow in Attachment A-2 Part B.

<< **OR** >>

Attachment A-2 Part B intentionally omitted.

ATTACHMENT B-1
TABLE A
EARLY INTERVENTION ADMINISTRATION
EXPENDITURE BASED BUDGET
SUMMARY SHEET
 October 1, 2013 - September 30, 2014

	Total Expenses	Amount Requested From NYS	Funds From Other Sources	Specify Other Sources of Funds
Personal Services				
Sub-Total Personal Services	\$313,843	\$93,475	\$220,368	Inkind / DSS Admin.
Non personal Services				
Sub-Total Nonpersonal Services	\$49,950	\$314	\$49,636	Inkind / DSS Admin.
GRAND TOTAL:	\$363,793	\$93,789	\$270,004	

Note: Federal funds are being used to support this contract. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 84.181.

ATTACHMENT B-1
 TABLE A-1
 EARLY INTERVENTION ADMINISTRATION
 EXPENDITURE BASED BUDGET
 October 1, 2013 - September 30, 2014

PERSONAL SERVICES	(2)	(3)	(4)	(5)	(6)	(7)	(8)
List the titles of ALL personnel performing administrative tasks for the Early Intervention Program, even if no part of their salaries are to be supported by this grant.	Annual Salary	# of Months Funded	% FTE Annual (please show in decimal form (e.g. .25)	Total Expenses	Amount Requested From NYS	Funds From Other Sources	Specify Other Sources of Funds
Director of Health	\$81,661	12	0.03	\$2,450	\$0	\$2,450	InKind/DSS Admin. \$2,450/\$0
Deputy Director of Health	\$86,282	12	0.05	\$4,314	\$0	\$4,314	\$4,314/\$0
Fiscal Services Administrator	\$84,745	12	0.10	\$8,475	\$0	\$8,475	\$8,475/\$0
Early Intervention Director	\$71,882	12	1.00	\$71,882	\$0	\$71,882	\$29,472/\$42,410
Program Manager	\$44,743	12	1.00	\$44,743	\$4,474	\$40,269	\$18,525/\$21,744
Public Health Nurse	\$57,631	12	1.00	\$57,631	\$46,105	\$11,526	\$5,302/\$6,224
Principal Account Clerk	\$36,800	3	1.00	\$9,200	\$920	\$8,280	\$3,801/\$4,479
Principal Account Clerk	\$15,303	7	1.00	\$8,927	\$0	\$8,927	\$4,105/\$4,822
Data Processing Clerk	\$42,036	2	1.00	\$7,006	\$7,006	\$0	
Office Specialist I	\$13,233	7	1.00	\$7,719	\$7,719	\$0	
Subtotal Salaries				\$222,347	\$66,224	\$156,123	
Fringe Benefit Rate @ 41.15%				\$91,496	\$27,251	\$64,245	\$31,457/\$32,787
Total Personal Services				\$313,843	\$93,475	\$220,368	

ATTACHMENT B-1
 TABLE A-2
 EARLY INTERVENTION ADMINISTRATION
 EXPENDITURE BASED BUDGET
 October 1, 2013 - September 30, 2014

NONPERSONAL SERVICES List ALL expenses related to this grant, even if no money is to be reimbursed by NYS.	[(2) - (3)]				(5) Specify Other Sources of Funds
	(2) Total Expenses	(3) Amount Requested From NYS	(4) Other Sources of Funds	(5) Specify Other Sources of Funds	
Clerical Contract	\$16,359	\$0	\$16,359	Inkind/DSS Admin. \$7,525/\$8,834	
Interpreting Services	\$3,000	\$0	\$3,000	\$1,380/\$1,620	
Office Supplies	\$3,500	\$314	\$3,186	\$1,465/\$1,721	
Telephone	\$3,411	\$0	\$3,411	\$1,570/\$1,841	
Cellular Telephone	\$2,901	\$0	\$2,901	\$1,335/\$1,566	
Meter Postage	\$3,500	\$0	\$3,500	\$1,610/\$1,890	
Travel	\$17,000	\$0	\$17,000	\$7,820/\$9,180	
Printing	\$79	\$0	\$79	\$36/\$43	
Meeting Expense	\$200	\$0	\$200	\$92/\$108	
Total Nonpersonal Services	\$49,950	\$314	\$49,636		
Total Personal Services	\$313,843	\$93,475	\$220,368		
GRAND TOTAL (total expenses from Tables A-1 and A-2)	\$363,793	\$93,789	\$270,004		

ATTACHMENT C

EARLY INTERVENTION ADMINISTRATION WORK PLAN

October 1, 2013 - September 30, 2014

The mission of the statewide Early Intervention Program (EIP) is to identify and evaluate as early as possible those infants and toddlers whose healthy development is compromised and provide appropriate intervention to improve child and family development.

Local governments have responsibility for administering the EIP, subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Chapter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York. Administrative funds are provided to all municipalities to offset costs incurred in the implementation of the EIP, exclusive of due process costs. This funding is contingent upon a municipality's compliance with the following work plan developed by the Department:

Work Plan Responsibilities of Municipalities for 2013-2014:

Public Awareness and Child Find

Municipalities will ensure that primary referral sources are aware of their responsibilities; that required provisions related to initial service coordination are implemented; and that procedures to complete evaluations, determine eligibility, and report eligibility determinations are implemented according to all regulatory requirements.

To accomplish this, municipalities will:

- Establish a single point of entry for referral of children who are at risk for developmental delays or potentially eligible children to the EIP and have a process in place for immediate referral of children suspected of having a developmental delay to the Early Intervention Official/Designee (EIO/D) if public health officers are designated to receive referrals.
- Disseminate public awareness materials and materials related to the EIP and Child Health Plus (including standardized referral forms to be used by primary referral sources, e.g., hospitals, pediatricians, day care providers, etc.) and promote local awareness of the EIP.
- Educate health care providers and primary referral sources about the importance of developmental screening, the availability of the EIP, and the requirement to refer children under the age of three years suspected of or at-risk for developmental disability to the EIO in the municipality that the child resides.

- Establish a working relationship with child protection agencies regarding the Child Abuse Prevention and Treatment Act and address referral and screening requirements for children under three years of age who are subjects of substantiated cases of abuse and neglect.
- Make other reasonable efforts to identify and locate children within the municipality who are potentially eligible for the EIP.
- Promote a local process to engage children in the primary health care system, including:
 - coordinating efforts to locate and recover at-risk children who have been disengaged from the primary health care system and reengage those children in primary care where they will receive periodic developmental surveillance and screening;
 - establishing linkages to other county health/community programs that currently have the responsibility to track at-risk children, and ensure that these children are followed and receive periodic developmental surveillance through those programs; and,
 - conducting follow-up activities with infants who have been referred by a hospital or have failed the initial newborn hearing screening and have not had a second screening.
- Ensure that any direct developmental screening conducted by the municipality is only conducted as a last resort, is not duplicative, and is provided only to children who have been identified as outside the primary health care system who cannot be reengaged in that system successfully. Because children who are suspected of having a developmental delay or disability are entitled to a multidisciplinary evaluation, municipalities cannot “prescreen” or “rescreen” them (e.g., complete a developmental screening such as the ASQ or other type of screening) to determine whether an evaluation should be completed or what type should be administered.
- Ensure that parents are fully informed of and understand their rights and entitlements under the EIP, including providing *The Early Intervention Program: A Parent’s Guide* to parents by mail or other suitable means within seven business days, and communicating in the family’s dominant language unless it is clearly not feasible to do so.
- Ensure that the municipality appropriately designates in writing an initial service coordinator (SC) (State-approved service providers) for each referred child, and that the initial SC performs required activities, including:
 - arranging a contact with the parent within five business days of receipt of referral from the EIO/D in a time, place and manner reasonably convenient for the parent;
 - assisting the parent in identifying and applying for Medicaid or other public benefit programs (such as Child Health Plus or SSI) for which the family may be eligible;
 - informing parents of potentially eligible children of their rights under the EIP;
 - collecting information necessary to establish third-party coverage for eligible children, including Medicaid, Child Health Plus, and commercial insurance;
 - assisting parents in gaining access to a multidisciplinary evaluation for their child for the purpose of determining eligibility according to regulatory requirements, including providing parents with all options for evaluation and objectively reviewing with parents evaluation options to allow them to make an informed choice regarding the evaluator’s specialties,

- availability, and location: and
- In consultation with the evaluator and with parent consent, notify regional offices of the Office of People with Developmental Disabilities (OPWDD) if a child is found to be potentially eligible for services under that agency.
- Ensure that the parent and municipality receive the evaluation report in a timely manner prior to the initial Individualized Family Service Plan (IFSP) so the IFSP meeting can be held within 45 days of the child's referral.
- Ensure that only eligible children receive IFSP services.

Family-Centered Services

Municipalities will ensure that the development and implementation of the IFSP is timely, meets all regulatory requirements, and that parents are involved in the planning and evaluation of service delivery.

To accomplish this, municipalities will:

- Ensure that the EIO/D provides for adequate time before the meeting date so that the family and other participants will be able to attend.
- Ensure that the EIO/D sends timely written notice (two or more days before the meeting) of all IFSP meetings to required participants.
- Ensure that the EIO/D and all other required members participate in IFSP meetings, including six-month reviews. IFSP reviews can be conducted by an in-person meeting or other means agreed to by the parent that may include a telephone or video conference call or record review and written correspondence.
- Ensure that initial IFSPs are completed in a timely manner so that IFSPs are in compliance with the 45-day timeline from date of referral and that it is documented in the child's record and in the EI data system (KIDS/NYEIS) if the timeline is not met.
- Ensure that the development of IFSPs meet all regulatory requirements for every eligible child, including that IFSPs are held within the required time frames and that it is documented in the child's record and in the EI data system (KIDS/NYEIS) if the timeline is not met.
- Ensure that services agreed upon between the parent and EIO/D are clearly stated, in writing, in IFSPs authorized by the municipality.
- Ensure that due process rights of mediation, impartial hearing, and system complaints are provided to the parent whenever there is a dispute regarding services.
The municipality is responsible for:
 - notifying the community dispute resolution center of the parent /guardian request:
 - being an active participant in the resolution of a dispute, including being available for

- attendance during mediations and impartial hearings; and,
- cooperating with the system complaint process including the development of an acceptable corrective action plan which ensures continued compliance with statute and regulation.
- Ensure that parents understand that they may accept or decline any early intervention service without jeopardizing other early intervention services.
- Secure written parental permission for the confidential exchange of information among parents, evaluators, service providers, service coordinators, and/or other individuals according to federal and state law and regulation.
- Ensure that families are included in all aspects of the early intervention process and have the services needed to maximize their involvement.

Service Delivery and Natural Environments

Municipalities will be responsible to ensure that services are individualized and delivered in accordance with the IFSP in environments appropriate to the unique needs of the child, and in a timely fashion.

To accomplish this, municipalities will:

- Ensure that all models of early intervention service delivery (home/community-based individual/collateral visits, office/facility-based individual/collateral visits, parent-child groups, group developmental interventions, family/caregiver support groups) are continuously available.
- Ensure that services specified in IFSPs, including any amendments, begin within 30 days of the effective date of the IFSP period and are provided continuously for the entire period that the IFSP is in effect.
- Ensure that all services use an individualized approach for both children and their families, including consideration and respect for cultural, ethnic, and other individual and family characteristics and lifestyles.
- Ensure that services are provided in home and community based settings to the maximum extent appropriate for the needs of the eligible child and, if services are not provided in natural environments, an explanation is provided in the IFSP. Natural environments include settings that are natural or normal for the child's age peers who do not have disabilities, including the home, a relative's home when child care is provided by the relative, a child care setting, or other community settings in which children without disabilities participate.
- Ensure that procedures are in place to change a service provider, including amending the IFSP, and to provide appropriate notification to the parent and other providers delivering IFSP services.

Delivery of Transportation and Respite Services

Municipalities will be responsible to ensure that respite and transportation services are individualized and that these services are delivered in accordance with the IFSP and delivered in a timely fashion.

To accomplish this, municipalities will:

- Ensure that procedures are in place to ensure that respite services are available and that an established criterion to authorize respite services is in place when needed by the family.
- Ensure that procedures are in place to ensure that transportation services are available when needed by the family.

Transition

Municipalities will ensure that a transition plan is created for all children, with the family, and is included in the child's record/IFSP; that transition steps occur within the required timelines; that gaps in services do not occur for children who are potentially eligible for services under section 4410 of the Education Law; and that referrals to other appropriate early childhood programs are made.

To accomplish this, municipalities will:

- Ensure that children thought to be potentially eligible for services under Section 4410 of the Education Law can smoothly transition from the EIP to the Preschool Special Education Program.
- Ensure that a transition plan to other childhood and support services is developed and implemented for children determined not eligible by the CPSE and that parents are assisted to access such services.
- Ensure that children determined not eligible by the CPSE are discharged from the EIP by their third birthday.

Administration

Municipalities will strive to continuously improve the administration of the EIP in an effort to enhance the quality of services and payment of services.

To accomplish this, municipalities will:

- Comply with all federal and state laws and regulations regarding submission of data.
- Ensure that proper procedures exist to resolve disputes or complaints and parents are

made aware of their rights to due process procedures to resolve such disputes or complaints through mediation and an impartial hearing.

- Ensure that proper procedures exist to maximize third-party reimbursement for services by ensuring that children's social security numbers, Medicaid enrollment status, identification numbers, and/or information of any other insurance or health benefits plan is obtained upon initial referral or as early as possible, and maintained in a confidential manner and that data is timely entered into the Department's data systems (NYEIS and KIDS).
- Establish an electronic funds transfer for county escrow payments by April 1, 2014
- Provide notification to the Department regarding fiscal audits that will be or have been conducted by the municipality and ensure that the final results of fiscal audits are immediately reported to the Department according to regulatory requirements.
- Report immediately to the Department violation(s) of any known statute or regulation.
- Develop and implement activities to oversee and improve the administration of the program, including:
 - ensuring that Local Early Intervention Coordinating Councils (LEICCs) meet EIP regulatory requirements regarding public notice, composition, activities, and reporting;
 - including the LEICC in assessing local service delivery capacity and identifying gaps in available qualified personnel and unmet service needs;
 - developing mechanisms to support parents of young children with a developmental delay to participate in collaborative planning and policy development efforts with the municipality and state;
 - ensuring that the municipality maintains early intervention records consistent with the early intervention records guidance document issued by the Department;
 - ensuring that municipal policies are consistent with federal provision of Part C of the IDEA and by CFR Part 303 and state law and regulation;
 - using the EIP computerized data system provided by the Department to enter valid data into all required data fields in a timely fashion;
 - identifying and reporting to the Department eligible foster or homeless children through the data system (KIDS/NYEIS);
 - routinely transmitting data, including electronic data transfers, in a method and to a location defined by the Department as detailed in Section D. of Project Specific Reporting Requirements;
 - providing data and other information mandated by specific legislation or otherwise required by the Department for administrative purposes; and
 - conducting ongoing data validation, including providing timely corrections when invalid data is identified by the Department.
- Implement proper procedures to protect the confidentiality of early intervention records and personally identifiable information of children and their families within the municipality and by service providers according to FERPA and EIP regulations, and applicable federal

requirements.

- Participate in monitoring and quality assurance activities, including:
 - providing data, completing surveys, and conducting other activities that provide information about local program performance needed for federal or state monitoring and quality assurance initiatives and reports;
 - providing access to documents and personnel for municipal or provider monitoring, audits, investigations, or other reviews conducted by the State or its agents;
 - participating in State monitoring reviews, as resources allow.

- Ensure that procedures are in place in accordance with EIP regulations for children in care, including:
 - establishing agreements with local social services districts to identify children in need of a surrogate parent and ensuring prompt designation of a qualified surrogate parent; and
 - ensuring that information about children in care, including the IFSP, is transmitted to the municipality of residence.

- Utilize the centralized management information system, New York Early Intervention System (NYEIS), in the manner prescribed by the Department and the Bureau of Early Intervention.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0 %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date 45 days after end of quarter
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 45 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.

- Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
A	10/1/2013 - 9/30/2014 quarterly	45 days after quarter ending date
B	10/1/2013 - 9/30/2014	45 days after 9/30/2014
C	10/1/2013 - 9/30/2014	45 days after 9/30/2014
D.1	Data Complete Through 10/1/2013	11/1/2013
D.2	Data Complete Through 12/31/2013	2/1/2014
D.3	Data Complete Through 3/31/2014	5/1/2014
D.4	Data Complete Through 6/30/2014	8/1/2014
D.5	Data Complete Through 8/31/2014	10/1/2014
E	As required	Upon request
F	As required	Upon request

PROJECT SPECIFIC REPORTING REQUIREMENTS EARLY INTERVENTION ADMINISTRATION

October 1, 2013 - September 30, 2014

A. Expenditure Report

The Contractor will submit, on a quarterly basis, not later than **45** days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for each period. A copy of this report will be submitted within the specified timeframes to the county's regional office staff representative.

B. Annual Report

The contractor will submit a report, not later than **45** days after the end of each contract year, in conjunction with the Local Early Intervention Coordinating Council (LEICC), using a prescribed report format, on the status of the program within the municipality, including gaps in services and methods to address these gaps (refer to EI regulations, Section 69-4.14(a)(1)). This report will cover the period October 1 – September 30 and will address all components of the local early intervention system. This report must be submitted to the STATE'S designated payment office located in the **NYS Department of Health, Bureau of Early Intervention, Corning Tower - Room 287, Albany, NY 12237-0660, Attn: Administrative Services Unit.** A copy of this report will be submitted within the specified timeframe to the county's regional office staff representative.

C. Annual Equipment Inventory

The Contractor will submit, not later than **45** days after the end of each contract year, a perpetual annual equipment inventory report, in a format to be provided by the State, listing equipment purchased with Early Intervention Administration funds since the start of the contract term (October 1, 2013).

D. Data Reports

- Submission of Data

The Contractor will submit data to the State in a format to be provided by State DOH. Prior to submission, data entry into the Early Intervention data system is to be complete (through entry of service records) and accurate for all children who are served (with an initial IFSP) in the Early Intervention Program in accordance with the following schedule:

Data Complete through

Date Due

1. October 1

November 1

- | | |
|----------------|------------|
| 2. December 31 | February 1 |
| 3. March 31 | May 1 |
| 4. June 30 | August 1 |
| 5. August 31 | October 1 |

E. Ad Hoc Reports

- On occasion, other reports may be required to determine contract compliance and quality of service being rendered (e.g. sample case studies, corrective action plans, quality improvement surveys). A copy of these reports will be submitted within the specified timeframe(s) to the county's regional office staff representative.
- Submission of data and completion of surveys to respond to statutorily required reports shall be required as necessary. A copy of any completed surveys will be submitted within the specified timeframe(s) to the county's regional office staff representative.

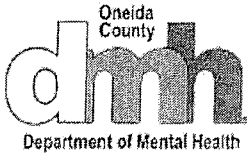
F. Local Reports

- As required by the U.S. Department of Education, during the contract period the Department will analyze Contractor's own data using methodologies defined by the U.S. Department of Education to determine Contractor's performance for eight federally-defined indicators. The Department will provide the results back to the Contractor and the Contractor will submit a report in response to each indicator. The content and format of the report will be determined by the Department. The eight federally-defined indicators are:
 1. Percent of infants and toddlers with Individual Family Service Plans (IFSPs) who receive EI services on their IFSPs in a timely manner;
 2. Percent of infants and toddlers with IFSPs who receive EI services primarily in the home or in programs for typically developing children;
 3. Percent of infants and toddlers with IFSPs who demonstrate improved positive social-emotional skills, acquisition and use of knowledge and skills, and use of appropriate behaviors to meet their needs;
 4. Percent of families participating in Part C who report that early intervention services have helped the family know their rights, effectively communicate their children's needs, help their children develop and learn;
 5. Percent of infants and toddlers birth to one year with IFSPs;
 6. Percent of infants and toddlers birth to three years with IFSPs;

7. Percent of eligible infants and toddlers with IFSPs for whom an evaluation and assessment and an initial IFSP meeting were conducted within 45 days;
 8. Percent of all children exiting Part C who received timely transition planning to support the child's transition to preschool and other appropriate community services by their third birthday, including: IFSPs with transition steps and services, notification to Local Education Agency (LEA) if child potentially eligible for Part B, and transition conference, if child potentially eligible for Part B.
- On occasion, the Department may provide the results of other State analyses of local data back to the Contractor. Upon the request of the Department, the Contractor will submit a report in response to all or some of the data analyses, in a format to be determined by the Department.



Anthony J. Picente, Jr., County Executive Debra A. Whiteford, Interim Commissioner



Phone: (315) 768-3660

Fax: (315) 768-3670

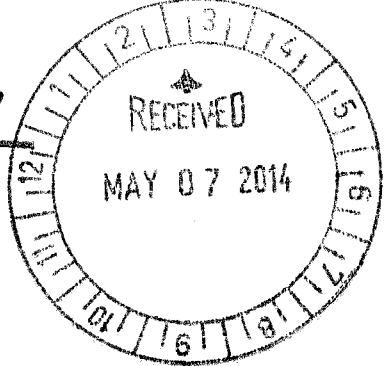
Website: www.ocgov.net

Email: mentalhealth@ocgov.net

**120 Airline Street
Suite 200
Oriskany, New York 13424**

May 01, 2014

FN 20 14 197



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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am enclosing five (5) copies of the 2014 MOU Agreement between the Oneida County Department of Mental Health and New York State Department of Health (DOH), for your review and signature. This MOU agreement has no direct financial value. The agreement allows information to be communicated between the State Department of Health (DOH) and Oneida County. This information will then be passed along to the Federal Government in order to participate in the Federal Salary Sharing Program (FSS). The FSS program grants the county monies for certain functions performed that are determined to be Medicaid related.

There is no cost for this Agreement. If you have any questions, please contact me at any time.

Respectfully,

Debra A. Whiteford
Debra A. Whiteford
Interim Commissioner

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

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

Date 5/7/14

DW/mb
Enc.

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

CONTRACT SUMMARY

Name of Proposing Individual/Organization: NY State Department of Health (DOH)
Title of Proposed Service/Program: MOU Exchange of Information
Proposed Dates of Operation: April 1, 2014 through April 1, 2019
Client Population/Number to be Served: Oneida County individuals having met state criteria.

Summary Statements:

I. Narrative Description of Service/Program Performance:
Under the terms and conditions of this Agreement, Oneida County Mental Health Department and its Employees agree to:

(A) Keep all client information confidential.

II. Service/Program Objectives and Outcomes:
Exchange of necessary information involving clients that meet state criteria within programs administered in Oneida County Programs.

III. Service/Program Design and Staffing: N/A

Total Funding Requested: \$0.00

Oneida County Department Funding Recommendation(s): N/A

Mandated or Non-mandated: Mandated Service

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

Cost Per Client Served: N/A

Past Performance Data: N/A

Oneida County Department Staff Comments: N/A

**MEMORANDUM OF UNDERSTANDING BETWEEN THE NEW YORK STATE
DEPARTMENT OF HEALTH AND THE NEW YORK STATE MENTAL HYGIENE
OFFICES AND THEIR LOCAL GOVERNMENTAL UNITS FOR THE
PERFORMANCE OF CERTAIN MEDICAID ADMINISTRATIVE ACTIVITIES**

I. Overview of the MOU

This Memorandum of Understanding is entered into by the New York State Department of Health (DOH), the Office of Mental Health (OMH), the Office of Alcoholism and Substance Abuse Services (OASAS), the Office for People With Developmental Disabilities (OPWDD), and Local Governmental Units (LGUs) performing Medicaid administrative activities.

DOH is the single State agency responsible for the administration of the New York State Medicaid program under Title XIX of the Social Security Act. The parties to this agreement acknowledge that DOH has the authority to make all final decisions on all issues affecting the New York State Medicaid program.

OMH, OASAS, and OPWDD perform certain Medicaid administrative activities at the behest of and on behalf of DOH. LGUs also perform certain Medicaid administrative activities at the behest of and on behalf of OMH, OASAS, OPWDD and DOH. Those activities are defined in Attachment A, "Local Government Unit Public Assistance Cost Allocation Plan Narrative", which is incorporated in this agreement. OMH, OASAS, OPWDD, and LGUs also perform various other mental hygiene planning and implementation activities pursuant to New York State law as noted in Attachment A.

DOH will seek appropriate federal Medicaid reimbursement with respect to State and local expenditures made by OMH, OASAS, OPWDD, and LGUs in order to carry out Medicaid administrative activities which have been delegated to them by DOH.

All parties to this agreement shall maintain all records necessary to support claims in readily reviewable form and available upon request. Such records shall include personnel files, invoices, contracts, time studies, cost allocation plans and payroll records. The data shall be maintained for at least five years, or pending the resolution of any audits.

This Memorandum of Understanding shall be effective April 1, 2014 and shall remain in effect until five years from the effective date or until any changes occur that DOH determines to warrant amendments to this agreement or a new agreement.

II. Agencies Referenced in the MOU

1. DCA refers to the Division of Cost Allocation, an entity within the U.S. Department of Health and Human Services that is responsible for approval of cost allocation plans.
2. CMS refers to the Centers for Medicare and Medicaid Services, an entity within the U.S. Department of Health and Human Services that is responsible for the approval of the State Medicaid plan.

3. DOH refers to the New York State Department of Health, the single State agency that is responsible for the State Medicaid plan and the administration of the State Medicaid program in accordance with Title XIX of the Social Security Act, having its principal place of business located at Corning Tower, Empire State Plaza, Albany, New York 12237.
4. OMH refers to the New York State Office of Mental Health, a state agency whose mission is to promote the mental health of all New Yorkers with a particular focus on providing hope and recovery for adults with serious mental illness and children with serious emotional disturbances, having its principal place of business located at 44 Holland Avenue, Albany, New York, 12229.
5. OASAS refers to the New York State Office of Alcoholism and Substance Abuse Services, a state agency whose mission is to improve the lives of New Yorkers by leading a premier system of addiction services through prevention, treatment, recovery, having its principal place of business located at 1450 Western Avenue, Albany, New York, 12203.
6. OPWDD refers to the New York State Office for People With Developmental Disabilities, a state agency whose mission is to help people with developmental disabilities live richer lives, having its principal place of business located at 44 Holland Avenue, Albany, New York, 12229.
7. LGU refers to the Local Governmental Unit, the local office responsible for mental hygiene services in the local area.

III. Reimbursement for Medicaid Administrative Activities Performed by LGUs

OMH, OASAS, and OPWDD, through agreement with DOH and each of the 58 LGUs in New York State, will implement a cost allocation process, effective April 1, 2014, that will be used for the purposes of calculating the LGU Medicaid Administrative Claim. The cost allocation process outlined in detail in the Local Government Unit Public Assistance Cost Allocation Plan Narrative (CAP) must be followed to ensure the proper, accurate, and appropriate completion of a Medicaid administrative claim for Medicaid administrative activities performed by the LGU.

The random moment time study (RMTS) is an element of the cost allocation process in which some LGU staff participate to capture activities performed by staff that are both reimbursable and non-reimbursable to better identify the actual amount of time and effort spent each quarter on various Medicaid administrative activities. The cost allocation process also requires the LGU to provide a roster of participating staff quarterly and to provide all costs and information for the LGU via a separate cost reporting process.

IV. Quarterly Billing for Expenditures of Medicaid Administrative Activities

On a quarterly basis, OMH, OASAS, and OPWDD shall prepare all information and documentation necessary for DOH to submit a quarterly expenditure report (CMS-64) to the CMS regional office demonstrating the amount of expenditures and federal reimbursement for LGU Medicaid administrative activities.

The quarterly claim shall be based upon and include accurate data with respect to:

- Eligible Expenditures
- Time Study Activity Results
- Medicaid Eligibility Rates (MER)
- Federal Financial Participation Rates (FFP)

- The LGU will report its costs through the cost reporting system on a quarterly basis. The cost data provided must represent all costs within the LGU and be assigned to a cost pool, as outlined in the CAP. The data submitted are used to calculate the quarterly claim with the RMTS results and other statistics applied to the data, including the MER where necessary. The methodologies used to calculate the quarterly claim must be consistent with the approved CAP at all times. Cost pools outlined in the CAP appropriately capture all LGU costs and the cost allocation process provides the basis for calculating the quarterly claim. OMH, OASAS, and OPWDD will prepare their respective components of the consolidated claim for submittal to DOH based on the quarterly calculated results.

V. DOH Responsibilities

DOH shall include allowable expenditures for Medicaid administrative activities on the CMS-64 quarterly expenditure report, consistent with all CMS and New York State requirements.

DOH shall provide the necessary data, as outlined in the CAP, to appropriately and accurately calculate the MER on a quarterly basis. At the conclusion of each quarter, DOH shall provide to OMH, OASAS, and OPWDD, within 180 days, the Medicaid eligibility data for the past quarter to complete the calculation of the MER for the quarterly claim.

DOH shall submit claims for federal reimbursement to CMS, will draw down FFP allowed by CMS that is related to the Medicaid administrative activities, and will disburse such FFP to OMH in accordance with New York State requirements. DOH shall be responsible for the appropriate disbursement of federal Medicaid funds. OMH shall disburse funds to the LGUs on behalf of DOH.

Should CMS later determine that federal funds should not have been disbursed, such funds shall be recovered by DOH on subsequent claim(s), if any. If there is no subsequent claim or the subsequent claim amount is insufficient to recover the full overpayment, the LGU shall reimburse the overpaid amount to OMH, who shall transfer the funds to DOH.

VI. OMH, OASAS, and OPWDD Responsibilities

OMH, OASAS, and OPWDD administer certain aspects of the Medicaid program as delegated by DOH and perform various other administrative functions. OMH, OASAS, and OPWDD administrative functions include eligibility determinations, budgeting, and service planning.

OMH, OASAS, and OPWDD activities are performed at the local level by the LGUs and are detailed in Article 41 of the New York State Mental Hygiene Law (MHL).

OMH shall submit quarterly to DOH, on behalf of the LGUs, a summarized claim of the mental hygiene Medicaid administrative expenditures actually incurred during the period of the claim.

OMH, OASAS, and OPWDD recognize that payment for allowable Medicaid administrative activities must not duplicate payments that have been or should have been included as part of rates for services, part of a capitation rate, or reimbursed through another state, local, or federal program. All costs claimed will be net of applicable credits.

OMH is responsible for providing the quarterly claim to DOH and shall do so within one year following the completion of each quarter on December 31, March 31, June 30, and September 30 and receipt of all necessary data from LGUs. OMH, OASAS, and OPWDD are responsible for the accuracy of their respective components of the consolidated claim and resolution of any audits or disputes that may arise concerning the accuracy of such claims.

VII. LGU Responsibilities

Time Study Coordinator

The LGU must designate a primary Time Study Coordinator for the purpose of oversight and maintenance of the RMTS process for the LGU. The coordinator will be responsible for ensuring that time study participants receive training on the process and activity code definitions (new staff and those staff unable to participate in the statewide trainings), following up with participants regarding non-responses, and ensuring that OMH, OASAS, and OPWDD receive timely quarterly participant roster updates.

Prior to RMTS implementation, the Time Study Coordinator is required to attend an RMTS training session. The training provides information on the system, including a walkthrough of screen prints of the time study system, and detailed instructions on how to respond to a moment and select the appropriate activity code. The Time Study Coordinator will receive an additional training document detailing coordinator responsibilities. The training document provides a guide for training all staff participating in the time study in the LGU who were unable to attend a training session.

The Time Study Coordinator receives quarterly reports to assist in the monitoring of the RMTS process. These reports indicate staff response rates and times. The Time Study Coordinator will be notified of any issues (i.e., dummy client ID numbers, incorrect use of codes, etc.) identified during the quality control process. The Time Study Coordinator is expected to follow-up with participants regarding these matters and report to OMH, OASAS, and OPWDD.

Fiscal Coordinator

The LGU must designate a Fiscal Coordinator for the purpose of entering cost data on behalf of the LGU on a quarterly basis into the cost reporting system. The Fiscal Coordinator is required to attend a cost reporting system training session that provides information on the system, including a walkthrough of screen prints of the cost reporting system, and detailed instructions on the data required to be collected on a quarterly basis and how to submit cost data.

LGU Fiscal Procedures

The LGU is responsible for submitting an updated roster prior to the start of each quarter on January 1, April 1, July 1, and October 1. At the conclusion of each quarter, the LGU is required to provide to OMH, OASAS, and OPWDD, within 90 days, the cost data reflective of the quarter just ended via the cost reporting system.

The LGU is responsible for maintaining a consistent participation rate among RMTS participants on an ongoing basis. The OMH, OASAS, and OPWDD reserve the right to exclude the LGU from claiming and subsequent reimbursement if the LGU does not meet a response rate of at least 85% on a consistent basis. The LGU will be excluded until such time as the LGU has improved its response rate to meet the response rate goal, as determined by the OMH, OASAS or OPWDD.

The LGU is responsible for the accuracy of the amount claimed and an attestation must be signed on a quarterly basis by the Director of Community Services or his or her designee validating the accuracy of the information provided. If a claim amount is disputed for any reason and reimbursed monies need to be returned, the LGU will be responsible for prompt payment of said amount.

Should the LGU fail to submit any necessary component in a timely manner, the OMH, OASAS, and OPWDD reserve the right to exclude the LGU from the statewide quarterly claim for which the LGU did not meet the requirements for claim submission.

VIII. Approval of the Agreement

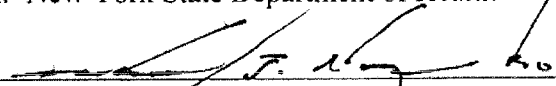
A. New York State Department of Health

Signature

Name

Title

Date



Signature
MICHAEL J. NAZARKO

Name
Deputy Commissioner For Administration

Title
3/7/14

Date

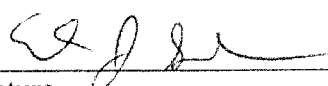
B. New York State Office of Mental Health

Signature

Name

Title

Date



Signature
Emil J. Stone

Name
Deputy Commissioner and Chief Fiscal Officer

Title
3/5/14

Date

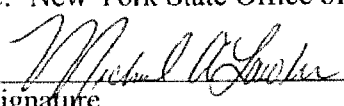
C. New York State Office of Alcoholism and Substance Abuse Services

Signature

Name

Title

Date



Signature
Michael A. Lawler

Name
Associate Commissioner, Div. Fiscal Administration

Title
3/6/2014

Date

D. New York State Office for People With Developmental Disabilities

Kevin M. Valencis
Signature
Kevin M. Valencis
Name
Deputy Commissioner, Division of Enterprise Solutions
Title
3/6/14
Date

E. Local Governmental Unit: Oneida County

Anthony J. Pente, Jr.
Signature
Anthony J. Pente, Jr.
Name
Oneida County Executive
Title
Date

New York State

Office of Mental Health

Office of Alcoholism and Substance Abuse Services

Office for People With Developmental Disabilities

**Local Government Unit Public Assistance Cost Allocation Plan
Narrative**



Effective: April 1, 2014

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Appendix 2 – Cost Pool 2 Activities and Descriptions

Appendix 3 – Cost Pool 1 and Cost Pool 2 RMTS Decision Trees

Appendix 4 – Screen Prints of the EasyRMTS™ system [to be completed]

Appendix 5 – Time Study Coordinator Training Guide [to be completed]

Appendix 6 – Training Presentation [to be completed]

Appendix 7 – Sample Moment Generation Checklist [to be completed]

1. Certifications

PUBLIC ASSISTANCE COST ALLOCATION PLAN

CERTIFICATION

I certify that in accordance with 45 CFR 95.507(a)(8):

- 1) The information contained in the Cost Allocation Plan is prepared in conformance with Office of Management and Budget Circular A-87.
- 2) The costs are accorded consistent treatment through the application of generally accepted accounting principles appropriate to the circumstances.
- 3) An adequate accounting and statistical system exists to support claims that will be made under the Cost Allocation Plan.
- 4) The information provided in support of the proposed Cost Allocation Plan is accurate.

Government Unit

Signature

Name of Official

Title

Date

NEW YORK STATE OFFICE OF MENTAL HEALTH

NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCES ABUSE SERVICES

NEW YORK STATE OFFICE FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES

PUBLIC ASSISTANCE COST ALLOCATION PLAN

Outside Agency Cost Statement

I hereby certify that wherever costs are claimed for services provided by a governmental agency outside the Office of Mental Health, Office of Alcoholism and Substance Abuse Services, and Office for People With Developmental Disabilities that they will be supported by a written agreement that includes at a minimum: (i) the specific services(s) being purchased; (ii) the basis upon which the billing will be made by the provider agency (e.g., time reports, number of full time equivalent staff, etc.); and (iii) a stipulation that the billing will be based on the actual costs incurred, except where the cost involved are specifically addressed in the New York State Office of Mental Health, Office of Alcoholism and Substance Abuse Services, and Office for People With Developmental Disabilities Public Assistance Cost Allocation Plan.

Government Unit

Signature

Name of Official

Title

Date

2. Cost Impact Statement

This new cost allocation plan (CAP) is a collaboration between the three New York State (NYS) mental hygiene offices (the Offices), the NYS Office of Mental Health (OMH), the NYS Office of Alcoholism and Substance Abuse Services (OASAS), and the NYS Office for People With Developmental Disabilities (OPWDD). The CAP conforms to federal requirements and provides cost allocation methodologies for local governmental units (LGU) to accommodate Medicaid administrative claiming. [to be submitted when all information is available].

3. Amendment Table

The table below lists all cost allocation plan (CAP) submissions and amendments submitted to the Centers for Medicare & Medicaid Services (CMS) / Division of Cost Allocation (DCA) from April 1, 2014 onward and the status of each. A running list of all submitted amendments will be maintained.

Amendment Number	Item	Date Submitted	Date Approved	Action
Not Applicable	Consolidated CAP Narrative and Attachments	TBD	Pending	This submission creates a consolidated CAP narrative for the three mental hygiene offices in New York State (NYS), the NYS Office of Mental Health (OMH), the NYS Office of Alcoholism and Substance Abuse Services (OASAS), and the NYS Office for People With Developmental Disabilities (OPWDD) to coordinate Medicaid administrative claiming for local governmental units.

4. Introduction

In this consolidated local governmental unit (LGU) public assistance cost allocation plan (CAP), the three mental hygiene offices (the Offices) of New York State (NYS), the Office of Mental Health (OMH), the Office of Alcoholism and Substance Abuse (OASAS), and the Office for People With Developmental Disabilities (OPWDD) provide a collaborative plan for allocating LGU Medicaid administrative costs and claiming reimbursable costs to the Medicaid program. NYS OMH operates psychiatric centers across the State, and also regulates, certifies and oversees programs, which are operated by local governments and nonprofit agencies. These programs promote diagnosis, management, and treatment of mental illness through a combination of inpatient, clinic, and community resources. NYS OASAS oversees one of the nation's largest addiction services systems of prevention, treatment and recovery programs. NYS OPWDD coordinates services for New Yorkers with developmental disabilities including intellectual disabilities, cerebral palsy, Down syndrome, autism spectrum disorders, and other neurological impairments. LGUs are responsible for carrying out NYS Mental Hygiene Law (MHL) Article 41 and perform extensive administrative activities on behalf of the State as a result of the collaboration encouraged by the Article. Many of the LGUs also perform client facing activities including outreach, eligibility, and care coordination as described in the plan. The LGUs are also supported by the Conference of Local Mental Hygiene Directors (CLMHD). CLMHD is a NYS-wide organization established under Mental Health Law Article 41 that represents LGUs on mental hygiene policy and budgetary initiatives. CLMHD has statutory responsibilities related to local mental hygiene services plans and programs in its role of unifying local and community-based priorities.

Within this document, the Offices include an overview of the collaborative organizational structure that OMH, OASAS, and OPWDD employ when working with the State Medicaid agency, the NYS Department of Health (DOH), as well as the LGUs. The Offices also provide background and a process overview, cost pools and allocation methodologies for each random moment sample utilized, and details regarding the quarterly claim calculation.

4.1. History and Operation of Plan

Federal Salary Sharing (FSS) began in 1991 when the NYS OMH and NYS Office of Mental Retardation and Developmental Disabilities (OMRDD became Office for People with Developmental Disabilities (OPWDD) in 2010 through a name change) began to explore available Federal funding to offset the cost of LGU Medicaid administrative activities. At that point, OMH and OMRDD were receiving some Federal funding for this type of work, but 1991 marked the point where reimbursement was extended to the LGUs to document and claim for the work being done at the LGU level as described in the State statute. The current claiming process began in 2014 with Centers for Medicare & Medicaid Services (CMS) approval of a single cost allocation plan.

OMH manages the cost allocation plan and prepares amendments on behalf of the Offices, which are reviewed and submitted by the DOH. Certain functions are outsourced to a vendor as described later in the plan, but OMH administers the plan in conjunction with OASAS and OPWDD. The Offices have a consolidated memorandum of understanding (MOU) with each LGU. The Offices have a larger interagency agreement with the Medicaid agency in New York, DOH.

4.2. List of Acronyms

The following acronyms, as defined below, are used throughout the narrative.

Acronym	Definition
CAP	Cost allocation plan
CIN	Client Identification Number
CLMHD	Conference of Local Mental Hygiene Directors
CMS	Centers for Medicare & Medicaid Services
DCA	Division of Cost Allocation
DCS	Director of Community Services
DOH	Department of Health
FFP	Federal Financial Participation
FSS	Federal Salary Sharing
LGU	Local governmental unit
MCRCS	Medicaid Cost Reporting and Cost Settlement
MHL	Mental Hygiene Law
MOU	Memorandum of Understanding
NYCRR	New York Codes, Rules and Regulations
NYC	New York City
NYS	New York State
OASAS	Office of Alcoholism and Substance Abuse Services
OMH	Office of Mental Health
OMRDD	Office of Mental Retardation and Developmental Disabilities
OPWDD	Office for People With Developmental Disabilities
PCG	Public Consulting Group, Inc.
POS	Purchase of Services
RMTS	Random moment time study
TCM	Targeted Case Management

4.3. Memoranda of Understanding

The Offices maintain memoranda of understanding with several entities including each of the LGUs. In the following table, the Offices list all interagency agreements with regard to claiming Medicaid administration in place:

Memoranda of Understanding

New York State Office of Mental Health
 New York State Office of Alcoholism and Substance Abuse Services
 New York State Office for People With Developmental Disabilities

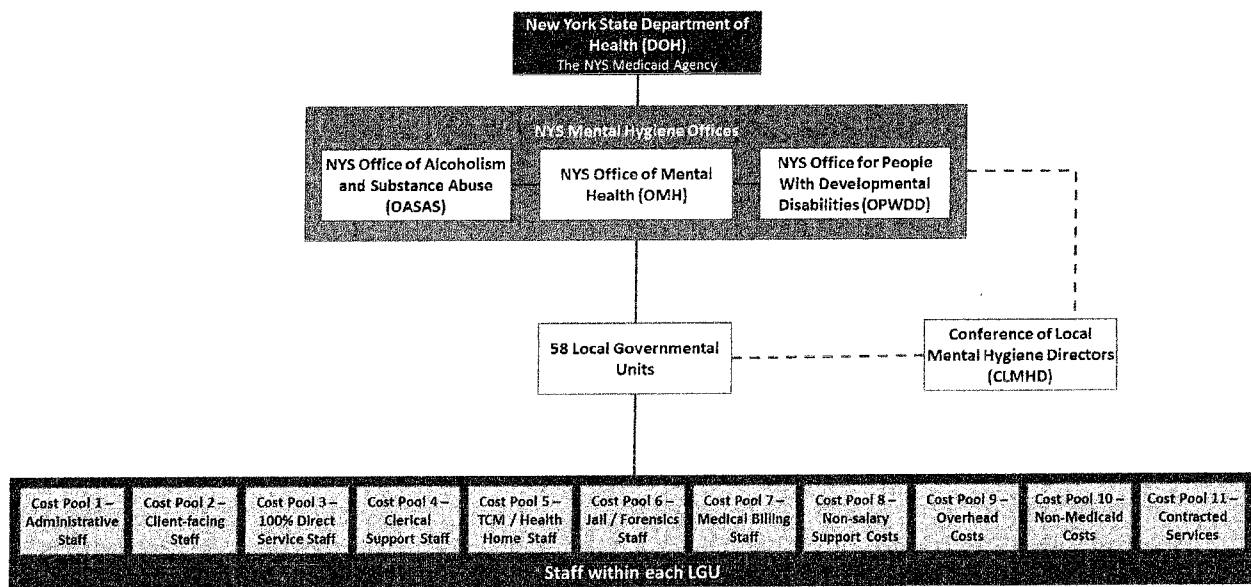
ID	Name	Description
	OMH, OASAS, OPWDD and DOH	
	OMH, OASAS, OPWDD and the Albany LGU	
	OMH, OASAS, OPWDD and the Allegany LGU	
	OMH, OASAS, OPWDD and the Broome LGU	
	OMH, OASAS, OPWDD and the Cattaraugus LGU	
	OMH, OASAS, OPWDD and the Cayuga LGU	
	OMH, OASAS, OPWDD and the Chautauqua LGU	
	OMH, OASAS, OPWDD and the Chemung LGU	
	OMH, OASAS, OPWDD and the Chenango LGU	
	OMH, OASAS, OPWDD and the Clinton LGU	
	OMH, OASAS, OPWDD and the Columbia LGU	
	OMH, OASAS, OPWDD and the Cortland LGU	
	OMH, OASAS, OPWDD and the Delaware LGU	
	OMH, OASAS, OPWDD and the Dutchess LGU	
	OMH, OASAS, OPWDD and the Erie LGU	
	OMH, OASAS, OPWDD and the Essex LGU	
	OMH, OASAS, OPWDD and the Franklin LGU	
	OMH, OASAS, OPWDD and the Fulton LGU	
	OMH, OASAS, OPWDD and the Genesee LGU	
	OMH, OASAS, OPWDD and the Greene LGU	
	OMH, OASAS, OPWDD and the Hamilton LGU	
	OMH, OASAS, OPWDD and the Herkimer LGU	
	OMH, OASAS, OPWDD and the Jefferson LGU	
	OMH, OASAS, OPWDD and the Lewis LGU	
	OMH, OASAS, OPWDD and the Livingston LGU	
	OMH, OASAS, OPWDD and the Madison LGU	
	OMH, OASAS, OPWDD and the Monroe LGU	
	OMH, OASAS, OPWDD and the Montgomery LGU	
	OMH, OASAS, OPWDD and the Nassau LGU	
	OMH, OASAS, OPWDD and the New York City LGU	

New York State Office of Mental Health
 New York State Office of Alcoholism and Substance Abuse Services
 New York State Office for People With Developmental Disabilities

Memoranda of Understanding		
ID	Name	Description
	OMH, OASAS, OPWDD and the Niagara LGU	
	OMH, OASAS, OPWDD and the Oneida LGU	
	OMH, OASAS, OPWDD and the Onondaga LGU	
	OMH, OASAS, OPWDD and the Ontario LGU	
	OMH, OASAS, OPWDD and the Orange LGU	
	OMH, OASAS, OPWDD and the Orleans LGU	
	OMH, OASAS, OPWDD and the Oswego LGU	
	OMH, OASAS, OPWDD and the Otsego LGU	
	OMH, OASAS, OPWDD and the Putnam LGU	
	OMH, OASAS, OPWDD and the Rensselaer LGU	
	OMH, OASAS, OPWDD and the Rockland LGU	
	OMH, OASAS, OPWDD and the Saratoga LGU	
	OMH, OASAS, OPWDD and the Schenectady LGU	
	OMH, OASAS, OPWDD and the Schoharie LGU	
	OMH, OASAS, OPWDD and the Schuyler LGU	
	OMH, OASAS, OPWDD and the Seneca LGU	
	OMH, OASAS, OPWDD and the St. Lawrence LGU	
	OMH, OASAS, OPWDD and the Steuben LGU	
	OMH, OASAS, OPWDD and the Suffolk LGU	
	OMH, OASAS, OPWDD and the Sullivan LGU	
	OMH, OASAS, OPWDD and the Tioga LGU	
	OMH, OASAS, OPWDD and the Tompkins LGU	
	OMH, OASAS, OPWDD and the Ulster LGU	
	OMH, OASAS, OPWDD and the Warren LGU	
	OMH, OASAS, OPWDD and the Washington LGU	
	OMH, OASAS, OPWDD and the Wayne LGU	
	OMH, OASAS, OPWDD and the Westchester LGU	
	OMH, OASAS, OPWDD and the Wyoming LGU	
	OMH, OASAS, OPWDD and the Yates LGU	

4.4. Organizational Chart

The organizational chart provided below depicts the relationship between the Offices (OMH, OASAS, and OPWDD), and DOH, CLMHD, and the LGUs. Each LGU's organization structure varies, but the cost pools established in the cost allocation plan, and shown below in the chart, encompass all staff within each of the 58 LGUs. In Section 6, tables are provided that break out each of the cost pools and allow the narrative and organizational chart to crosswalk to one another. The narrative provides a description of the type of staff within each cost pool and the type of activities performed by those staff.



5. LGU Overview

Pursuant to NYS MHL Section 41.05, for a local government to be eligible to receive State aid, an identifiable entity called a local governmental unit (LGU) must be established. There are 58 LGUs within NYS, with 57 of the LGUs mapping to 57 counties and the five boroughs that comprise New York City (NYC) creating the 58th LGU. The 58 LGUs are:

Albany	Herkimer	Saratoga
Allegany	Jefferson	Schenectady
Broome	Lewis	Schoharie
Cattaraugus	Livingston	Schuyler
Cayuga	Madison	Seneca
Chautauqua	Monroe	St. Lawrence
Chemung	Montgomery	Steuben
Chenango	Nassau	Suffolk
Clinton	New York City	Sullivan
Columbia	Niagara	Tioga
Cortland	Oneida	Tompkins
Delaware	Onondaga	Ulster
Dutchess	Ontario	Warren
Erie	Orange	Washington
Essex	Orleans	Wayne
Franklin	Oswego	Westchester
Fulton	Otsego	Wyoming
Genesee	Putnam	Yates
Greene	Rensselaer	
Hamilton	Rockland	

Each LGU, per MHL Article 41, must have a Director of Community Services (DCS), who is sometimes referred to as the Commissioner of Mental Health, with staff below the Director, ranging in number depending on the size of the LGU. The number of staff and layers of management within an individual LGU are often dictated by the size of the population the LGU serves and what is necessary to effectively support the mental hygiene community. The statute requires LGUs to ensure appropriate services and supports are available to individuals in their communities, which can be provided directly by the County/City through a contract with community providers. Generally, LGUs directly operate licensed mental health or chemical dependency clinics and other support services. The services offered by each LGU may vary depending on what services are provided directly by the LGU or contracted out and offered by outside providers. Each LGU performs activities on behalf of the Offices per the delegation of authority through NYS (MHL) Sections 41.13 and 41.16 and New York Codes, Rules and Regulations (NYCRR). The law provides authority for the LGUs to perform certain mental hygiene related activities for the Offices. As a result, LGUs supervise, plan, and administer mental hygiene services at the local level on behalf of the State.

The assignment of responsibilities to the Offices and the LGUs in Article 41 of MHL creates the framework for a partnership between the Offices and the LGUs, so that the Offices rely upon the LGUs to identify the needs of the populations in the local geographic area; develop local, comprehensive plans to serve those populations; and ensure that local programs are integrated and coordinated with the programs of the Offices; while the LGUs rely upon the Offices to guide and facilitate these processes and develop a statewide plan and programs that address the needs of the mentally disabled.

Specific Medicaid program administration tasks that may be performed by the LGUs include the following:

- Cooperating in the progressive development of community resources and facilities appropriate for the alternate care of patient recipients and assisting in placing individuals in appropriate facilities.
- Developing and implementing a comprehensive mental health program configuration, including provision of utilization of community mental health centers, nursing facilities and other alternatives to care in public facilities.
- General administrative duties including planning, budgeting and contracting for Medicaid programs.

In addition, NYS MHL Section 41.10 establishes the Conference of Local Mental Hygiene Directors (CLMHD) whose membership is comprised of the DCS for each LGU. CLMHD has an Executive Committee elected from the membership that meets regularly and has the power to propose rules and regulations related to operation of LGUs' services and may review and comment upon rules and regulations proposed by State offices to be imposed upon LGUs.

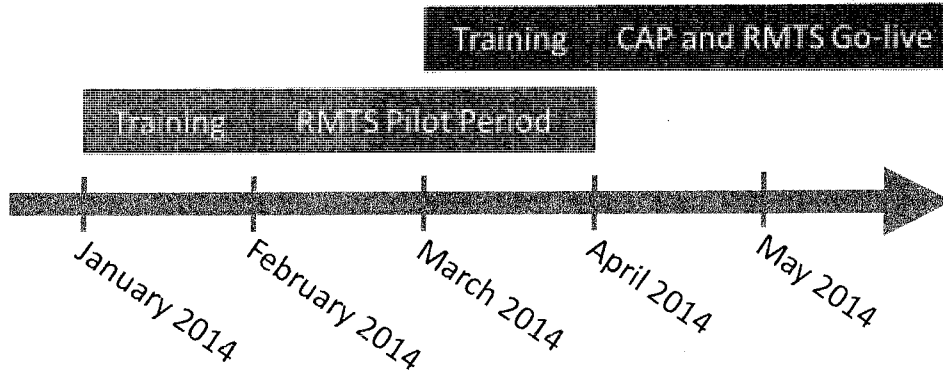
5.1. Pilot Period Implementation

A centralized random moment time study (RMTS) methodology is utilized by the Offices as an appropriate "substitute system" per guidance regarding the acceptance and use of an RMTS provided in the Office of Management and Budget (OMB) Circular A-87, Attachment B and its accompanying implementation guide ASMB C-10.

To implement each RMTS methodology necessary across LGUs, the Offices conducted a pilot period for the time studies between February 1 and March 31, 2014 across six (6) LGUs – Cayuga, Onondaga, Westchester, Rockland, Orange, and New York City. These LGUs provided staff rosters and all staff were trained in January 2014 in preparation for the start of the pilot period on February 1st. The data were analyzed over the course of the pilot period to determine the effectiveness of the structure of the time study methodologies and activities, the effectiveness of training, and the system processes.

The pilot period allowed the system to be tested thoroughly and allowed for seamless training of all additional LGU staff in March 2014 and commencement of time studies supporting quarterly claiming across all 58 LGUs starting April 1, 2014.

Below is a timeline reflecting the full implementation and start of claiming through the CAP.



6. Cost Allocation Methodologies

6.1. Overview

The cost allocation plan contains specific cost pools and allocation methodologies to properly and appropriately determine Medicaid administrative LGU costs. Each individual in each LGU is placed in one cost pool as defined in Section 6.2 below. The cost pool is assigned a specific cost allocation methodology with the calculation of costs associated with Cost Pool 1 and Cost Pool 2 determined by an “Administrative” random moment time study (RMTS) and a “Client-facing” RMTS that are conducted for each cost pool, respectively. The RMTS methodology polls participants on an individual basis at random time intervals over a quarterly time period and totals the results to determine work effort for the entire population of eligible staff over that same period. The cost allocation plan centralizes the collection of statistically valid data across all LGUs for participating staff and effectively documents Medicaid administrative activities being performed to support claims.

6.2. Cost Pools

All staff within each LGU fit within one of the below cost pools. The cost pool determines how the costs associated with the staff member are allocated each quarter. Each LGU provides a roster of all staff with staff-specific email address, phone number, and title. The LGUs also provide cost pool designations based on a review of descriptions of activities performed by staff within each cost pool. Below is a description of the activities performed by staff within each cost pool, including examples of the type of staff within the cost pool, and an explanation of the allocation methodology applied to the pool. Many LGUs contract with local providers to perform certain activities and provide services.

Cost Pool 1 – Administrative Staff (RMTS)

The Administrative Staff cost pool includes staff such as the directors overseeing or performing services on behalf of the three mental hygiene agencies per the NYS MHL Article 41 and New York Codes, Rules and Regulations. Activities performed by these staff include administering the local services plan, contracting for and supervising local services, and establishing procedures and regulations. Salary and fringe cost for each staff member in the cost pool is allocated based on the result of the “Administrative” RMTS.

Cost Pool 2 – Client-facing Staff (RMTS)

The Client-facing Staff cost pool includes staff such as Licensed Therapists, Nurses, and all others performing activities that result in their directly interfacing with clients in the community. These staff provide direct services, but they also provide Medicaid administrative support by performing activities that include Medicaid outreach, facilitating eligibility, case management and referrals, and program planning. Salary and fringe cost for each staff member in the cost pool is allocated based on the results of the “Client-facing” RMTS.

Cost Pool 3 – 100% Direct Service Staff and Related Staff

The 100% Direct Service Staff cost pool includes staff that perform direct service, client-facing activities the majority or 100% of the time. These staff include Physicians or Physician equivalents (i.e., extenders,

such as nurse practitioners or physician assistants). The salary and fringe cost for each staff member in the cost pool are excluded from claiming via the cost allocation plan and are billed as direct service where appropriate outside of the plan to the appropriate funding source (e.g., private insurance, Medicaid, Medicare, etc.).

Cost Pool 4 – Support Staff

The Support Staff cost pool includes staff that provide support across the LGU. These staff do not perform client-facing activities, but support those that do. The salary and fringe cost for each staff member assigned to the cost pool is allocated based on an FTE count amongst all personnel reported in the other Cost Pools. Examples include front desk staff and clerical support staff. Staff must support multiple personnel in multiple pools to be included in the cost pool.

Cost Pool 5 – Targeted Case Management (TCM) / Health Home Staff

The TCM/Health Home Staff cost pool includes staff that support TCM and Health Home within the LGU. The salary and fringe cost for each staff member assigned to the cost pool are excluded from administrative claiming and reimbursed through different funding.

Cost Pool 6 – Jail / Forensics Staff

The Jail/Forensics Staff cost pool includes staff that provide services in a jail or forensics setting. The salary and fringe cost for each staff member assigned to the cost pool are excluded from administrative claiming.

Cost Pool 7 – Medical Billing Staff

The Medical Billing Staff cost pool includes staff that perform medical billing on behalf of clients. These staff could include finance or accounting positions. The salary and fringe cost for each staff member assigned to the cost pool are excluded from administrative claiming.

Cost Pool 8 – Non-Salary Support Costs

The Non-Salary Support Costs cost pool includes costs such as rent or utilities for LGUs. Each cost assigned to the cost pool is allocated based on an FTE count amongst all staff contained in the LGU. To be included, costs must be outlined in the cost report process. The appropriate allocated costs are included in the claim calculation.

Cost Pool 9 – Overhead Costs

The Overhead Costs cost pool includes costs such as human resources, payroll, and contracts that are related to the LGU functioning. These costs are only allocable if the LGU has a reviewed CAP or if the LGU can assign and document costs as supporting the entire enterprise. The LGU must also be able to provide documentation in the cost report detailing the overhead costs. The appropriate allocated costs are included in the claim calculation.

Cost Pool 10 – Non-Medicaid Costs

The Non-Medicaid Costs cost pool includes costs that cannot be associated with a specific LGU effort as designated in the statute. Once designated to the cost pool, these costs are excluded from administrative claiming.

Cost Pool 11 – Contracted Services and Purchase of Services (POS)

The Contracted Services and Purchase of Services (POS) cost pool includes costs associated with contracted services. For example, an LGU may have a contract to perform outreach services through another provider. The administration of the contracted service by the LGU staff should be captured as part of the RMTS conducted for Cost Pool 1 – Administrative Staff, but the service performed by the staff of the contracted provider, while claimable, is excluded from administrative claiming at this time.

6.3. Random Moment Time Study

The staff in Cost Pool 1 – Administrative Staff and Cost Pool 2 – Client-facing Staff participate in separate random moment time study processes operated by the Offices.

The Offices use EasyRMTS™ to administer the RMTS methodologies for the administrative and client-facing staff within the LGUs. These staff perform various activities, some of which are reimbursable as Medicaid administration and, in the case of the administrative staff, are reimbursable as administration of the Medicaid program on behalf of the mental hygiene agencies. EasyRMTS™ is a tool that has been developed by Public Consulting Group, Inc. (PCG). EasyRMTS™ is an email and web-based random moment time study application that gives users a comprehensive tool for administering a time study for federal claiming, cost allocation, or other similar activities. Fully customizable for an individual agency specific requirements, EasyRMTS™ gives an administrative user the capability to assign random moments, monitor staff participation, update respondents' information, create and produce reports for federal claiming and other purposes, and view and analyze tabulated responses from participating staff. Participants of an EasyRMTS™ administered time study only need to have access to the Internet and an email address in order to receive and complete their assigned random moments.

The application serves its State and local government users by allowing for a timely and effective system to record staff activities performed, especially with respect to key federal programs that are supported by their staff. The automated RMTS application was developed to comply with all federal rules and regulations related to cost allocation practices and claiming for reimbursement of federal dollars. PCG's EasyRMTS™ application most often serves agencies in their cost allocation activities by generating statistics that are applied against agency costs to further allocate those costs to state and federal programs. The software supports accurate reporting of reimbursable administrative activities, which are generally required by federal approving agencies to be measured through a time study. EasyRMTS™ puts the least administrative burden on staff as possible while allowing users to measure their time and claim for federal revenue. The system allows participants to indicate directly, via a series of survey questions in the software, the activities and programs they are supporting.

PCG operates each RMTS with the assistance of the Offices and the LGUs. An RMTS (with 2,760 moments generated per quarter for each cost pool) is conducted for all staff identified in Cost Pool 1 and

Cost Pool 2. In addition to the EasyRMTS™ system, PCG provides ongoing operation including generating the sample, monitoring the results, and support for participants as well as the Offices. Unless specifically mentioned as being performed by the Offices staff, all tasks are performed by PCG. Participants are responsible for selecting activity codes when they respond to the RMTS. **No centralized coder process is utilized**; workers select an activity as their answer. PCG provides initial training, ongoing training for new participants, and annual refresher training for all participants.

Cost Pool 1 – Administrative Staff

Staff that are part of the cost pool are performing activities that support the administration of the Medicaid program. These activities are related to either:

- the delegation of authority by NYS of activities typically performed by the mental hygiene agencies including the management of services contracted to outside providers; and, if applicable,
- the performance of “client-facing” activities.

All activities performed by these staff fall in line with the delegation of authority per NYS MHL and are outlined with descriptions and examples in Appendix 1 – NYS Cost Pool 1 RMTS Activity Descriptions. The activities have been developed to encompass all of the work that these staff could perform on a daily basis to allow them to always have an activity to select when they receive a random moment through the time study.

Cost Pool 2 – Client-facing Staff

Staff that are part of this cost pool perform activities within the LGU where they directly interface with clients on a regular basis. All potential activities performed by these staff are outlined with descriptions and examples in Appendix 2 – NYS Cost Pool 2 RMTS Activity Descriptions. The activities have been developed to encompass all of the work that these staff could perform to allow them to always have an activity to select when they receive a random moment through the time study.

6.3.1. Participating Staff

All LGU staff activities and roles have been reviewed to determine those staff that must participate in the RMTS process. Staff who participate in the “administrative” RMTS process are staff who perform program administration activities on behalf of the Offices. Staff who participate in the “client-facing” RMTS process are staff who offer medical health and/or mental hygiene services and are not exclusively performing supervisory activities or 100% direct services (such as physicians and physician-extenders). All staff who fall into one of these two costs pools must be included on the LGU roster. The staff, and subsequent costs, that are part of this process are not duplicative of other county staff that may perform other program functions, such as those that are in the Child Welfare and School-based programs, and thus there is no duplication of staff or activities.

6.3.2. Time Study Participants/Roster Process

This section is specific to Cost Pools 1 and 2 and outlines staff who are participants in the time studies and are listed on the roster each LGU provides quarterly. It is separate and distinct from the Medicaid Cost Report and Cost Settlement (MCRCS) process each LGU participates in to support quarterly

claiming, as outlined in Section 7. All staff and non-staff costs in the LGU are provided as part of the MCRCS submission to properly account all costs.

Each LGU prepares a quarterly roster of staff for PCG that indicates those staff eligible for participation in the RMTS. Staff that perform activities on behalf of the Offices are only part of Cost Pool 1 – Administrative Staff and participate in the time study. Staff that have direct or indirect contact with clients participate in the time study as part of Cost Pool 2 – Client-facing Staff, while those staff that are support staff or are classified as “overhead” do not participate in the time study.

The following staff performing activities, on behalf of the Offices, in the LGU are included on the roster for Cost Pool 1 – Administrative Staff:

- Staff that perform more than one of the activities below:
 - Administer the local services plan
 - Contract for and supervise local services
 - Assure the availability and receipt of services
 - Review local services and facilities and determine need in the local community
 - Establish procedures and regulations
- Full time and part time staff, both contracted and employed
- Staff out for an extended paid leave (e.g., maternity leave, extended medical leave, military leave, etc.) are included on the roster, but are excluded from sampling until they return from leave

Staff that are on the roster as part of Cost Pool 1 – Administrative Staff can perform direct care activities that are part of Cost Pool 2 – Client-facing Staff (and those activities are provided for their selection), but because they perform activities on behalf of the Offices, they are part of Cost Pool 1.

- The following staff performing direct care activities are included on the roster for Cost Pool 2 – Client-facing Staff: Staff that perform more than one of the activities below:
 - Participate in care planning meetings
 - Participate in utilization review
 - Interact with clients directly
 - Perform prior authorization activities
 - Perform client intake activities (The LGU is responsible for completing intake and performing ongoing case management activities for clients in its system.)
 - Perform outreach activities
 - Assist clients to apply for Medicaid or other public assistance programs (These activities range from referring the client to a local eligibility office to actually assisting the client with an application.)
 - Perform program planning or quality assurance activities
- Full time and part time staff, both contracted and employed
- Staff out for an extended paid leave (e.g., maternity leave, extended medical leave, military leave, etc.) are included on the roster but are excluded from sampling until they return from leave

The following staff are excluded from the roster as non-participants in the time studies:

- Non-paid temporary staff such as interns
- Contractor/Consultant staff who provide 100% direct services
- Staff that support only direct services (e.g., billing clerks, Medicaid billing staff, drivers and transportation providers)

- Staff who are “on call” workers only
- Staff who are 100% federally funded or funded through an outside grant
- Staff who are classified as 100% overhead and would never perform any of the above activities (e.g., receptionists, landscaping, janitorial, and maintenance staff who are not directly related to the treatment of clients)
- Child welfare, school based staff, and others who are not funded as part of the community mental hygiene system and most likely are not even part of the LGU.

As part of the roster process, PCG collects the following information on each participant:

- Participant name
- Email address
- Job title
- Work schedule

All information is uploaded into the EasyRMTS™ system. On a quarterly basis the LGUs are required to review their roster and submit any changes to PCG. This process allows PCG to account for new staff, terminated staff, staff on long-term leave, and staff that have changed their work hours, prior to generating the quarterly sample.

For example, prior to a quarter the schedule for updating the roster is as follows:

- 1 month prior to the start of the quarter: request the roster updates from each LGU providing each LGU 2 weeks to update their roster.
- 2 weeks prior to the start of the quarter: receive roster updates and discuss any roster related questions with reach LGU to prepare the upload file for EasyRMTS™ system.
- 2 days prior to the start of the quarter: upload roster updates into EasyRMTS™ system.

Staff who have participated in the RMTS in the past, but whom are no longer in the sample selection (e.g., retired, left position, etc.), are never deleted from the database, but are deactivated so that previous quarter data are available.

6.3.3. Time Study Design/Coding Structure

EasyRMTS™ utilizes a decision-tree based structure which guides the participant through the moment response process. This structure ensures only valid combinations of activity category and activities are selected.

Cost Pool 1 – Administrative Staff

Upon receipt of a moment, participants within the Cost Pool 1 – Administrative Staff RMTS are required to indicate whether they were performing an activity for “Mental Hygiene Program Administration”, “Client-facing Services”, or “General Administrative/Non Client-facing” at the time of their moment. Based upon their selection for the first question, participants are then required to specify the activity that best describes the work they were performing at the time of their moment.

Cost Pool 2 – Client-facing Staff

Upon receipt of a moment, participants within the Cost Pool 2 – Client-facing Staff RMTS are required to indicate whether they were performing an activity for “Client-facing Services” or “General

Administrative/Non Client-facing” at the time of their moment. Based upon their selection for the first question, participants are then required to specify the activity that best describes the work they were performing at the time of their moment.

A full list and description of each activity code for both Cost Pool 1 and Cost Pool 2 is included in Appendix 1 and Appendix 2, respectively, as well as graphics of the decision tree model for each Cost Pool are provided as Appendix 3.

Client Identification Number (CIN):

For certain activities under “Client-facing Services”, participants provide the client’s identification number or “CIN”. In some circumstances, a CIN may not be available because the client has not yet been assigned a number. The participant indicates that the activity was performed on behalf of an individual that is “not a client yet”. If a participant works with a group of clients at the time of their moment, providing group therapy, the participant provides one CIN and types in the word “group.”

Participants are instructed that the CIN is the number used to identify clients and not a Social Security Number (SSN).

6.3.4. Sample Selection Methodology

6.3.4.1. Hours of Operation

The RMTS is operational 24 hours a day/seven days a week (excluding Federal and State holidays). The hours of operation are based on the work schedule of participants, which vary by participant. On an annual basis, LGUs provide a holiday schedule that is uploaded into the system. RMTS moments are not generated on State or observed Federal holidays or any “in service” days as appropriate.

6.3.4.2. Sampling Period

The sampling period is a calendar quarter. The first quarter of operation for the time study is April 1 – June 30, 2014.

6.3.4.3. Confidence and Precision Level

The level is kept at a 95% confidence level with +/- 2% precision. The level is consistent with federal regulations for statistical validity.

6.3.4.4. Sample Size

For the April 1, 2014 quarter and subsequent quarters, 2,760 moments are generated per quarter for the time study for each cost pool. The number is based on the formula below and includes a 15% oversample. The oversample will be adjusted as needed and any changes will be part of an amendment to this process.

The formula used to determine the baseline number of moments is as follows:

$$N = \frac{P(1-P)}{\left(\frac{SE}{T}\right)^2}$$

Where:

- N = Sample Size
- P = Anticipated Rate of Occurrence of the Activities Being Observed
- SE = Desired Sample Precision
- T = Confidence Level Factor (1.96 for 95%)

6.3.4.5. Sample Calculation

The maximum rate of occurrence is set at 50%. The maximum rate of occurrence will be reviewed at least annually and updated, as needed, in conjunction with an amendment process. The sampling process ensures that 2,000 valid samples are obtained per Division of Cost Allocation (DCA) requirements and per the U.S. Department of Health and Human Services (DHHS) State Guide and the Public Assistance Cost Allocation Plan Review Guide released to assist the DCA in their review and approval of CAPs and time studies.

Solving for N (with a maximum rate of occurrence of 50%):

$$N = \frac{.50(1-.50)}{\left(\frac{.02}{1.96}\right)^2} = 2,400 \text{ moments}$$

Taking N and accounting for the oversample of 15%:

$$(2,400 \times 15\%) + 2,400 = 2,760 \text{ moments}$$

If the formula indicates a number less than 2,000 at any point, a minimum of 2,000 valid samples will be obtained or the specified, required amount per CMS regulations, whichever is higher.

6.3.5. Response Time/Non-Responses

Email Based Process:

Participants have five (5) calendar days to respond to each moment. The five (5) day response time allows workers who may spend time outside of their office location and away from email the opportunity to respond to the moment before it expires. The five (5) day period is inclusive of calendar hours and not business days (e.g., a moment generated on a Friday at 2:00 p.m. is due by Wednesday at 2:00 p.m.). Participants receive a 4-hour, 24-hour, 48-hour, 72-hour, and 96-hour reminder email if they do not respond to their moment. Time Study Coordinators within each LGU are cc'd on all reminder emails, alerting participants to respond to their moment. The Coordinators are expected to follow-up with participants to ensure a timely response.

After five (5) calendar days, the moment expires and participants are not able to see it when they logon to the system and can no longer respond to the moment. The system counts these expired moments as 'non-responses'.

Target Response Rate:

The goal of the time study is a response rate of 85% each quarter. Non-responses are those emails that are not answered in the system because they have expired. The staff response rate includes all valid responses to any possible activity in the system, regardless of whether someone is at work. Non-responses are excluded from the sampling results. PCG and the Offices conduct on-going reviews of responses and non-responses to ensure the 85% response rate is maintained.

The Offices reserve the right to exclude any LGU from claiming and subsequent reimbursement if the LGU does not meet a response rate of at least 80% on a consistent basis. The LGU will be excluded until such time when the LGU has made a concerted effort to improve their response rate to meet the 85% response rate goal.

6.3.6. Sample Distribution Process

All time study participants in both Cost Pool 1 and Cost Pool 2 have individual email and Internet capability and all time study results are kept for five years.

Below is a description of how the time study process is conducted. Appendix 4 includes screen prints of the EasyRMTS™ system outlined in the description.

1. The moments are generated and assigned to participants just prior to the beginning of the quarter, once all roster changes have been input into the database.
2. Within a few minutes after the moment occurs (e.g., 10:12 am on 4/5/14), the participant receives an email indicating that they have been selected to complete a random moment. They do not receive notification prior to their selected moment.
3. The email contains their username and password and a link to the website.
4. The participant selects the link to the website. At the website, they log on and have access to the survey.
5. The participant responds to the survey, reviews their responses (with an opportunity to edit the responses if necessary), and then submits their moment.
6. The activities are tabulated electronically.
7. Participants are sent 4-hour, 24-hour, 48-hour, 72-hour, and 96-hour reminder emails and have five (5) calendar days to complete each moment. The reminder emails do not contain the participant's user name and password information. Time Study Coordinators are cc'd on those reminder emails to help ensure participants complete their moments timely.

6.3.7. Roles and Responsibilities

The section outlines the roles and responsibilities of all staff involved in the RMTS process.

6.3.7.1. Time Study Participants (LGU)

All time study participants are trained prior to participating in the RMTS to ensure they are knowledgeable of the time study process, including the activity codes and descriptions. Prior to the implementation of the RMTS process, PCG conducted in-person training sessions for Time Study Coordinators and participants at select regional sites during both the pilot and full implementation phases. In addition, webinar trainings were held for those participants unable to attend one of the in-person trainings. If participants did not attend a PCG-led training, they received training from their Time Study Coordinator. All new staff are trained through a PCG conducted webinar training prior to the start of the quarter or by their respective Time Study Coordinator. PCG provides annual refresher training for all time study participants.

Time study participants are required to respond to their moments in a timely manner. Participants must check their email account regularly and respond when notified of a moment. As described in the next section, Time Study Coordinators play a critical role in this process.

Participants are informed that PCG operates a hotline to answer any questions they have about any aspect of the RMTS process. The RMTS hotline information appears on every email to participants, in the welcome screen of the RMTS system, and in all training materials.

6.3.7.2. Time Study Coordinators (LGU)

Each LGU designates a Time Study Coordinator and the appropriate number of back-up coordinators to assist with the RMTS process.

In general, the Time Study Coordinator is the point person for all RMTS matters within the LGU. They are responsible for ensuring time study participants receive training on the process and activity code definitions (new staff and those staff unable to participate in the statewide trainings), following up with participants regarding non-responses, and ensuring that PCG receives timely quarterly participant roster updates.

Prior to implementation, Time Study Coordinators attended a PCG-led RMTS training. The training provided information on the system, including a walkthrough of screen prints of the EasyRMTS™ system, and detailed instructions on how to respond to a moment and select the appropriate activity code. Time Study Coordinators received an additional training document detailing their responsibilities. The training document provides a guide for training staff participating in the time study in their LGU should staff be unable to attend a PCG-led training session. This training guide is provided in Appendix 5.

Time study Coordinators receive quarterly reports to assist in the monitoring of the RMTS process. These reports indicate staff response rates and times. As explained in more detail in Section 8 – Quality Control, Oversight, and Monitoring Activities, Time Study Coordinators are notified of any issues identified during the QC process (i.e., dummy client IDs, incorrect use of codes, etc.). Time Study Coordinators are expected to follow-up with participants regarding these matters and report back to the Offices and PCG.

6.3.7.3. Contractor Staff (PCG)

In conjunction with the Offices staff, PCG implemented the RMTS system and is responsible for on-going operations. PCG, and the Offices hold regular status meetings to discuss this effort.

Below is a list of the responsibilities of PCG staff by phase of the process.

During Pilot and Go-live Implementation:

- Prepared cost allocation plan;
- Conducted review of RMTS activity codes and definitions;
- Developed template for roster information and Time Study Coordinator information;
- Conducted review of completed roster information to ensure completeness and accuracy;
- Set up each RMTS using the EasyRMTS™ system;
- Prepared training materials for Time Study Coordinators and participants;
- Conducted statewide, regional, in-person training and webinar training sessions;
- Obtained roster information, including specific work schedules, and uploaded to RMTS database;
- Developed detailed procedure manual on entire RMTS process; and
- Developed and customized reports for monitoring RMTS process and providing results for claiming purposes.

Operation:

- Monitor RMTS process and conduct on-going quality control on responses, response times, response rates;
- Operate provider hotline, respond to all participant questions in a timely manner and utilize a call log to capture all information related to the call;
- Monitor subsample responses and provide data to DOH and the Offices;
- Collect and update roster information on a quarterly basis;
- Generate quarterly sample after roster information is updated;
- Provide quarterly reports to Time Study Coordinators and the Offices;
- Follow-up with Coordinators to resolve any issues;
- Tally data and provide sampling results;
- Conduct on-going meetings with the Offices to discuss RMTS operation;
- Update training materials as necessary to enhance time study participant knowledge and understanding of the activity codes, or use of the EasyRMTS™ system;
- Coordinate periodic quarterly and annual refresher training of Time Study Coordinators and participants;
- Calculate MER based on data provided by DOH;
- Calculate quarterly claims based on activity selection results and appropriate eligibility or penetration rate; and
- Prepare quarterly claims for Medicaid administration funds and submit to DOH and the Offices.

6.3.7.4. State Staff Responsibilities

State staff includes OMH, OASAS, OPWDD and DOH as the Medicaid State Plan administrator. DOH plays a key role in the Medicaid administrative claiming process and is responsible for distributing Medicaid reimbursement to the Offices. A memorandum of understanding exists between the Offices and DOH that describes and defines the relationship between the two entities and allows the Offices to claim federal matching funds.

Below is a list of the responsibilities of each entity by phase of the process.

6.3.7.4.1. OMH, OASAS, OPWDD (the Offices) Staff

During Implementation:

- Provided a listing of State holidays;
- Participated in regular meetings with PCG;
- Answered PCG questions about time study implementation activities;
- Ensured DOH is informed of the time study implementation activities;
- Worked with DOH to obtain Medicaid Eligibility Rate (MER) and regular process for obtaining latest MER;
- Coordinated negotiations with CMS;
- With support from PCG, created a Cost Allocation Plan Narrative that provided the RMTS implementation plan for submission to DOH and CMS;
- Participated in in-person and webinar trainings, when feasible; and
- Coordinated the involvement and promoted responsiveness by the LGUs.

During Operation:

Ongoing & As Needed:

- Review reports of sample results to provide quality control and ensure proper coding;
- Meet regularly (e.g., weekly, bi-weekly, or monthly, as needed) with PCG to discuss operational issues;
- Coordinate meetings with staff, especially Time Study Coordinators, to provide feedback on time study process;
- Answer questions from PCG or LGUs regarding time study activities;
- Provide an updated list of State holidays annually;
- Update, with support from PCG, cost allocation plan for any changes in operation of the sampling or claiming process;
- Quality check (QC) claims prior to submission; and
- Provide directives or guidance to participants when areas of deficiency are identified.

Quarterly:

- Review quarterly activity sampling reports from PCG/EasyRMTS™ system; and
- Perform subsample review of RMTS results.

6.3.7.4.2. DOH Staff

During Implementation:

- Answered questions regarding Medicaid eligibility;
- Provided access to eligibility data; and
- Coordinated meetings with CMS, and the Offices staff to discuss implementation questions.

During Operation:

- Receive claim amounts quarterly from the Offices and include in submission to CMS for payment;
- Review quarterly claim request from the Offices for completeness; and
- Coordinate reimbursement with CMS.

Quarterly:

- Provide appropriate and agreed upon MER data for the quarterly MER calculation.

6.3.8. Training Plan

The section outlines the training plan and roles and responsibilities of all staff involved in the RMTS process.

6.3.8.1. Training Prior to Implementation

Prior to the implementation of the RMTS system, PCG conducted in-person training sessions for coordinators and participants during the pilot implementation in New York City, the Hudson Valley area, and Syracuse area for the seven pilot LGUs. Webinar trainings were held for those participants that were unable to attend an in-person training session prior to the beginning of the pilot. In person training sessions were conducted in New York City, the Hudson Valley area, and Syracuse area prior to the beginning of go-live for the entire system. In addition, webinar trainings were held for those participants unable to attend one of the in-person trainings. If participants did not attend a PCG-led training, they received training from their Time Study Coordinator.

During the trainings, PCG staff provided detailed information on the RMTS process and how to respond to a moment online via the EasyRMTS™ system. Screen prints of the system were provided during training, showing participants how to access online help via the link to the training presentation. PCG provided training attendees with a comprehensive PowerPoint presentation including those screen prints of entry screens, a checklist for Time Study Coordinators, and an RMTS quiz/answer key.

The latter half of the training was dedicated to providing a detailed description of the activity codes and definitions. As stated above, activity codes and definitions are available to participants via a link inside the RMTS system. It is essential that participants and Time Study Coordinators understand the activity code definitions and when it is appropriate to use which code. PCG staffs an 800 number during work hours and monitors an email inbox dedicated to the NYS Mental Hygiene LGU MAC RMTS project to

answer participant and time study coordinator questions. A copy of the training presentation is included in Appendix 6.

6.3.8.2. Ongoing Training

The Offices contract for training services through PCG. On an annual basis PCG provide in-person and/or webinar annual refresher training classes to all LGU staff. In addition, on a quarterly basis, PCG ensure in-person and/or webinar training is available for staff that are new to the time study.

In addition to formal trainings, PCG may prepare ad hoc materials for participants and Time Study Coordinators as the need arises. Examples of possible materials include “quick tip” guides, webinar meetings, or updated training materials.

6.3.8.2.1. Contractor Led Training

The Offices contracted with PCG to provide either live, regional training or webinar training for all new participants to the RMTS and to provide refresher training for participants on an annual basis.

6.3.8.2.2. Time Study Coordinator (LGU) Led Training

When a participant is unable to attend an in-person or webinar training session either as a new participant or to receive annual refresher training, the Time Study Coordinator provides the necessary training. Time Study Coordinators, at times, are required to conduct training for participants within their LGU.

7. Quarterly Claim Calculation Process

The Offices allocation period is quarterly. The random moment time study covers the same quarterly periods (July – September, October – December, January – March, and April – June). On a quarterly basis, PCG prepares the quarterly claim and supporting reports and documentation and provides to the Offices for review following the end of the quarter. The Offices review the prepared claim and submit the claim to DOH. DOH reviews and submits the claim to DCA, CMS, and all other appropriate agencies.

The elements of a quarterly claim are:

- Eligible Expenditures
- Time Study Activity Results
- Medicaid Eligibility Rate (MER)
- Federal Financial Participation Rate (FFP)

Example Calculation:

$$\begin{aligned} & \text{Quarterly Eligible Expenditures (\$)} \\ & \quad \times \text{ Allowable Activities} \\ & \quad \times \text{ Medicaid Eligibility Rate (\%)} \text{ (where appropriate)} \\ & \quad \text{= Gross Quarterly Claim Amount (\$)} \\ & \quad \times \text{ FFP (\%)} \\ & \quad \underline{\text{Net Quarterly Claim Amount (\$)}} \end{aligned}$$

7.1. Fiscal Reporting

Each LGU reports costs through the PCG web-based cost reporting system, the Medicaid Cost Report and Cost Settlement (MCRCS), on a quarterly basis. Data necessary to be provided on a quarterly basis by the LGU Fiscal Coordinator include salary and fringe benefit information for all LGU staff, rent or lease data with regard to work facilities, and/or utility costs. The cost data submitted via MCRCS each quarter must represent all costs within the LGU and be assigned to a cost pool. The data submitted are used to calculate the quarterly claim with the RMTS results and other statistics applied to the data, including the MER where necessary. The methodologies used to calculate the quarterly claim need to match the approved CAP at all times.

7.2. Eligible Expenditures

Eligible expenditures, or the cost base, are determined by calculating the total costs provided by each LGU quarterly from the MCRCS reporting system.

Eligible Cost Pools – Cost pools included are those established to track activities related to medical and mental hygiene services funded from local revenue sources. These cost pools include indirect costs for LGU staff participating in the RMTS. Indirect costs include the salary and fringe benefits for direct

supervisors and an FTE allocated portion of salary and fringe costs for directors and payroll and other support staff.

Participants – Those LGU staff who are submitted via the roster and are subject to sampling during the quarter as part of Cost Pool 1 – Administrative Staff and Cost Pool 2 – Client-facing Staff. For staff who have been identified as participants, the requirement to participate in Medicaid admin claiming is managed by each LGU’s Time Study Coordinators and direct supervisors. The specific requirements and deadlines are clearly defined so that staff are aware of the importance of the study, their participation, and their timeliness.

The Offices utilize the PCG created cost report to properly allocate costs and prepare the claim for submittal to DOH.

7.3. Time Study Activity Results

Time study activity results represent the composite percentage of time spent on eligible activities with the appropriate Medicaid Eligibility Rate (MER) applied to those Medicaid administrative activities as part of Cost Pool 1 – Administrative Staff and Cost Pool 2 – Client-facing Staff results. Below describes the components of the calculation.

7.3.1. Medicaid Eligibility Rate (MER)

Medicaid Regulations require that many of the costs associated with specific Medicaid administrative activities, be subject to a Medicaid Eligibility Rate (MER) “reduction”. This adjustment factor or “reduction” reflects the nature of the activity and the targeted population to which the effort is directed. For example, arranging for translation services for a Medicaid client to access Medicaid services is only allowable to the extent that the activity is directed towards arranging for translation services for a Medicaid enrolled client to access Medicaid covered services. The costs of these activities are claimable as administrative costs, but “reduced” by the Medicaid percentage.

A MER is applied where required to each Activity Code from Cost Pool 1 – Administrative Staff and Cost Pool 2 – Client-facing Staff to adjust for those activities that are allowable to be claimed as Medicaid administrative costs. The MER calculated and applied at the statewide activity level by DOH. [exact description and sample calculation to be provided]

7.3.2. Activity Claiming Calculations

The Time Activity Codes that map to Appendix 1 for Cost Pool 1 and Appendix 2 for Cost Pool 2 are provided in the tables below to illustrate how each activity is treated for claim calculation purposes.

Activities by Claiming Calculation for Cost Pool 1		
Activity Code	Medicaid Admin Reimbursable	MER Applied
Mental Hygiene Program Administration:		

New York State Office of Mental Health
 New York State Office of Alcoholism and Substance Abuse Services
 New York State Office for People With Developmental Disabilities

Activities by Claiming Calculation for Cost Pool 1		
Activity Code	Medicaid Admin Reimbursable	MER Applied
1a – Reviewing Local Services/Facilities and Determining Needs related to the Medicaid Program	Yes	No
1b – Reviewing Local Services/Facilities and Determining Needs not related to the Medicaid Program	No	--
2a – Developing/Contracting Local Services Program and Establishing Local Government Goals, Plans, and Forecasts on behalf of the Medicaid Program	Yes	No
2b – Developing/Contracting Local Services Program and Establishing Local Government Goals, Plans, and Forecasts not for the Medicaid Program	No	--
3a – Directing and Administering Development of the Comprehensive Local Services Plan related to the Medicaid Program	Yes	No
3b – Directing and Administering Development of the Comprehensive Local Services Plan not for the Medicaid Program	No	--
4a – Assuring the Availability and Receipt of Medicaid Services	Yes	No
4b – Assuring the Availability and Receipt of Non-Medicaid Services	No	--
5a – Establishing Procedures to Execute the Local Service Plan on behalf of the Medicaid Program	Yes	No
5b – Establishing Procedures to Execute the Local Service Plan on behalf of Non-Medicaid Services	No	--
6a – Supervising or Administering Local Medicaid Services	Yes	No
6b – Supervising or Administering Local Non-Medicaid Services	No	--
7a – Promoting Community and Public Understanding of Behavioral Health and Mental Disabilities and Resulting Necessary Services for the Medicaid Program	Yes	No
7b – Promoting Community and Public Understanding of Other Needs Not-related to the Medicaid Program	No	--
Client-facing Services and Activities:		

New York State Office of Mental Health
 New York State Office of Alcoholism and Substance Abuse Services
 New York State Office for People With Developmental Disabilities

Activities by Claiming Calculation for Cost Pool 1		
Activity Code	Medicaid Admin Reimbursable	MER Applied
8a – Direct Medical/Mental Hygiene Services*	No	--
8b – Direct Non-Medical/Mental Hygiene Services*	No	--
9a – Facilitating Medicaid Program Eligibility Determination	Yes	No
9b – Facilitating an Application for Non-Medicaid Programs	No	--
10a – Referral, Coordination, and Monitoring of Medical/Mental Hygiene Services*	Yes	Yes
10b – Referral, Coordination, and Monitoring of Non-Medical/Mental Hygiene Services*	No	--
11a – Training Activities related to the Medicaid Program	Yes	Yes
11b – Training Activities not related to the Medicaid Program	No	--
12a – Arranging for Transportation for Clients to Access Medical/Mental Hygiene Services*	Yes	Yes
12b – Arranging for Transportation for Clients to Access Non-Medical/Mental Hygiene Services*	No	--
13a – Arranging for Translation Services for Clients to Access Medical/Mental Hygiene Services*	Yes	Yes
13b – Arranging for Translation Services for Clients to Access Non-Medical/Mental Hygiene Services*	No	--
Other Activities:		
14 – General Administration	Redistributed amongst all other activities based on the total number of responses to the other activities	--
15 – Conducting or Contracting for Mental Hygiene Research	No	--
16 – Paid Time Off	Redistributed amongst all other activities based on the total number of	--

Activities by Claiming Calculation for Cost Pool 1		
Activity Code	Medicaid Admin Reimbursable	MER Applied
	responses to the other activities	
17 – Unpaid Time Off	N/A	--
18 – Grant Funded/Fundraising Activities	No	--
19 – Non-LGU Related Activities	No	--
20 – Not Scheduled at Work (Does not include Paid Time Off)	N/A	--

*Staff are required to provide a Client ID Number for each required activity above.

Activities by Claiming Calculation for Cost Pool 2		
Activity Code	Medicaid Admin Reimbursable	MER Applied
Client-facing Services and Activities:		
1a – Direct Medical/Mental Hygiene Services*	No	--
1b – Direct Non-Medical/Mental Hygiene Services*	No	--
2a – Medicaid Outreach and Public Awareness	Yes	No
2b – Non-Medicaid Outreach and Public Awareness	No	--
3a – Facilitating Medicaid Program Eligibility Determination	Yes	No
3b – Facilitating an Application for Non-Medicaid Programs	No	--
4a – Referral, Coordination, and Monitoring of Medical/Mental Hygiene Services*	Yes	Yes
4b – Referral, Coordination, and Monitoring of Non-Medical/Mental Hygiene Services*	No	--
5a – Program Planning, Policy Development, and Interagency Coordination Related to Medical/Mental Hygiene Services	Yes	Yes
5b – Program Planning, Policy Development, and Interagency Coordination Related to Non-Medical/Mental Hygiene Services	No	--
6a – Training Activities related to the Medicaid Program	Yes	Yes

Activities by Claiming Calculation for Cost Pool 2		
Activity Code	Medicaid Admin Reimbursable	MER Applied
6b – Training Activities not related to the Medicaid Program	No	--
7a – Arranging for Transportation for Clients to Access Medical/Mental Hygiene Services*	Yes	Yes
7b – Arranging for Transportation for Clients to Access Non-Medical/Mental Hygiene Services*	No	--
8a – Arranging for Translation Services for Clients to Access Medical/Mental Hygiene Services*	Yes	Yes
8b – Arranging for Translation Services for Clients to Access Non-Medical/Mental Hygiene Services*	No	--
Other Activities:		
9 – General Administration	Redistributed amongst all other activities based on the total number of responses to the other activities	--
10 – Conducting or Contracting for Mental Hygiene Research	No	--
11 – Paid Time Off	Redistributed amongst all other activities based on the total number of responses to the other activities	--
12 – Unpaid Time Off	N/A	--
13 – Grant Funded/Fundraising Activities	No	--
14 – Non-LGU Related Activities	No	--
15 – Not Scheduled at Work (Does not include Paid Time Off)	N/A	--

*Staff are required to provide a Client ID Number for each required activity above.

7.4. Federal Financial Participation (FFP)

A Federal Financial Participation (FFP) rate of 50% is applied to the gross quarterly claim to determine the net quarterly claim for all applicable activities except for translation activities as allowed in the State Medicaid Directors Letter published July 1, 2010. No other costs are claimed at a rate other than 50% FFP.

8. Quality Control, Oversight, and Monitoring Activities

This section describes the ongoing measures undertaken to ensure the sampling process is effective and that results are representative of the time spent by the time study participants on their daily activities. The results of the quality control measures employed by the Offices and PCG are communicated to the LGU and discussed during on-going status meetings with the Offices staff.

8.1. Sample Generation

The section outlines the method employed for updating the LGU rosters, generating quarterly moments, and response management.

8.1.1. Roster Update

PCG staff ensure that a quarterly roster update is completed by each LGU and follow up with the mental hygiene office and LGU staff if this information is not provided by the due date. Once PCG receives the roster information, staff review all information to ensure it is correct and complete and follow up with the Time Study Coordinators as necessary. Any major roster changes are documented and reviewed with the Offices and Time Study Coordinators. LGUs that do not consistently provide updated rosters may be removed from the claiming process.

8.1.2. Moment Generation

The RMTS process, while automated for the generation and distribution of moments, requires a number of checks each month to ensure the integrity of the process, as well as the data. A list of items must be checked each month to ensure that the moment generation and distribution has occurred as it should. The checklist is completed by PCG staff operating the system no later than the last day of the month. See Appendix 7 for a Sample Moment Generation Checklist.

8.1.3. Sample Responses/Forms

Client ID:

PCG conducts a review of client identification numbers (CIN) to ensure participants are not entering “dummy” CINs and follow up with Time Study Coordinators if any issues are discovered.

Incomplete Moments:

The RMTS system requires participants to respond to all questions. Participants are not able to submit their moment or move to the next question if an answer is not selected. In addition, the system requires participants to review their responses and confirm that the information provided is correct prior to submitting the moment.

Subsample Review:

In addition to the quality control measures performed by PCG staff, 10% of all moments generated are selected at random to participate in the subsample. The subsample requires participants to provide a narrative description of the activity they were performing at the time of their moment. PCG and the

Offices staff review subsample responses to ensure the activity selected matches the description provided. If the activity and description do not match, the participant is notified and the moment is considered invalid. This review ensures that a percentage of moments are validated by a third party. The Offices immediately address all issues identified as part of this review process. Invalid moments are considered state-funded activities for the purpose of claiming.

8.2. Quarterly Claim Quality Control

On a quarterly basis PCG obtains the appropriate data at quarter end via PCG's web-based cost reporting system, MCRCS, from each of the 58 LGUs. PCG obtains the MER from DOH via the Offices. The calculation of the quarterly claim based on the data collected requires appropriately compiling all of the cost data, applying the RMTS results and other statistics to the data, including the MER where necessary, and calculating the quarterly claim. The methodologies used to calculate the quarterly claim match the CAP at all times.

PCG provides the calculated quarterly claim and supporting reports and documentation to the Offices for review four weeks after the end of the quarter. The Offices review the prepared claim performing a quality control check of the claim and submit the claim to DOH six weeks after the end of the quarter. DOH reviews and submits the claim to DCA, CMS, and all other appropriate agencies.

8.3. Reports and Other Documentation

- Time Study Coordinator Report – On a quarterly basis, a participant response rate report is distributed to Time Study Coordinators to provide information on how well their participants are doing in responding to the time study samples. Time Study Coordinators can address specific timeliness deficiencies with the staff directly.
- Time Study Coordinator Checklist – As needed, the Time Study Coordinator checklist, provided in Appendix 5, is updated to include any changes or new required tasks.
- Frequently Asked Questions – A list of commonly asked questions is compiled. As questions or areas of clarification arise, new FAQs are added to the PCG managed document.
- The Offices – Quarterly reports are provided to the Offices showing various data regarding the sampling process and the time study results. PCG and the Offices meet regularly to discuss the implications of the data on the success of the study. These reports and discussions of implications assist LGUs in managing staff who are not timely and accurately completing the time study samples. Reports include:
 - Participant Responses – This report shows all participant responses for the quarter, including the participant input information.
 - Participant Changes – This report shows, by LGU, the new participants added and the participants removed from their roster.

Additional reports and information can be retrieved from the EasyRMTS™ system on an ad hoc basis.

Appendix 1 – NYS Cost Pool 1 (Mental Hygiene Administration) RMTS Activity Descriptions

The Random Moment Time Study (RMTS) includes activities that correspond to New York State (NYS) Mental Hygiene Law Section 41.13 which delegates authority to perform certain mental hygiene related activities within the local governmental unit (LGU). Participating staff are those that perform work per the law on behalf of the three mental hygiene offices within NYS, the Office of Mental Health (OMH), the Office of Alcoholism and Substance Abuse Services (OASAS), and the Office for People With Developmental Disabilities (OPWDD). Based on these observations, the total effort of a group of staff is determined with a high degree of confidence that approximates the same results as having observed staff for 100% of their time at work. The results of the RMTS are used to support the three mental hygiene offices in their claiming efforts on behalf of the LGUs. The level of detail provided by the RMTS is required to allow the offices to be in compliance with federal regulations for federal claiming. The RMTS must be conducted on a continuous basis to support quarterly claiming as required by the Centers for Medicare and Medicaid Services (CMS).

Please note that you are to complete the RMTS with regard to the activity that you are performing at the time of your moment and, if supporting a client, not based on your client's eligibility for any particular program, including Medicaid. The time study is designed to obtain information on collective LGU "administrative" staff time worked on behalf of the offices, not clients' eligibility within the LGU.

The tool is not used to monitor worker performance.

We thank you in advance for your time and cooperation.

Mental Hygiene Program Administration:

1a) Developing/Contracting for Local Services Program on behalf of the Medicaid Program

Staff use this code when developing the program of local services or contracting for local services for the LGU service area on behalf of the Medicaid program. Establishing new programs or resizing or improving existing programs to ensure mental hygiene population groups are adequately covered and that sufficient Medicaid services are available for mental hygiene clients within the LGU's purview are examples of services in this category. Includes all related paperwork, clerical activities, or staff travel required to perform these activities.

Examples:

- Developing a scope of services for programs contracting with the LGU for Medicaid services;
- Developing, issuing, scoring and awarding RFP's for Medicaid services; or
- Monitoring contracts for Medicaid services.

1b) Developing/Contracting for Local Services Program related to Non-Medicaid Programs

Staff use this code when developing the program of local services or contracting for local services for the LGU service area for non-Medicaid programs. Establishing new programs or resizing or improving existing programs to ensure the mental hygiene population groups are adequately covered and that sufficient non-Medicaid services are available for mental hygiene clients within the LGU's purview are examples of services in this category. Includes all related paperwork, clerical activities, or staff travel required to perform these activities.

Examples:

- Identifying resources to support increased and improved programming and initiatives for non-Medicaid services;
- Developing a scope of services for programs contracting with the LGU for non-Medicaid services; or
- Developing, issuing, scoring and awarding RFP's for non-Medicaid services; or
- Monitoring contracts for non-Medicaid services.

2a) *Directing and Administering Development of the Comprehensive Local Services Plan related to the Medicaid Program*

Staff use this code when directing and administering the development of a local comprehensive plan for Medicaid services for mental hygiene clients of the LGU service area in relation to the Medicaid program. Determining needs of mental hygiene clients of the area and comparing needs with available Medicaid services for the purpose of establishing goals, plans and forecasts, as well as developing the formal local services plan, are examples of services in this category. Staff will use the plan partly to formulate a statewide comprehensive plan for Medicaid services. Includes related paperwork, clerical activities, or staff travel required to perform these activities.

Examples:

- Strategic planning and development of long term and intermediate goals for Medicaid services;
- Writing a comprehensive local services plan with regard to the Medicaid program; or
- Analyzing the impact and recommending a plan to respond to changes resulting from Medicaid reform and transition to managed care.

2b) *Directing and Administering Development of the Comprehensive Local Services Plan related to Non-Medicaid Programs*

Staff use this code when directing and administering the development of a local comprehensive plan for all services for mental hygiene clients of the LGU service area in relation to non-Medicaid programs. Examples of non-Medicaid programs include housing, public assistance, community supports, and coordinating with other state and federal programs such as Supplemental Assistance for Needy Families (SNAP), Temporary Assistance for Needy Families (TANF), child care, child support, and child welfare. Determining needs of mental hygiene clients of the area and comparing needs with available services for the purpose of establishing goals, plans and forecasts, as well as developing the formal local services plan, are examples of services in this category. Staff will use the plan partly to formulate a statewide comprehensive plan for services. Includes related paperwork, clerical activities, or staff travel required to perform these activities.

Examples:

- Strategic planning and development of long term and intermediate goals for non-Medicaid programs;
- Writing comprehensive local services plan for non-Medicaid programs; or
- Administering public assistance for non-Medicaid programs.

3a) *Assuring Access to and Coordination and Continuity of Medicaid Services*

Staff seeking to assure that, under the goals and plans required, Medicaid services are coordinated for mental hygiene clients within the LGU's purview. Includes ensuring there is coordination and cooperation among local providers of Medicaid services; the local program of Medicaid services is

integrated and coordinated with the provision of community support services; the local program of Medicaid services is integrated and coordinated with the programs of the department; and there is continuity of care among all providers of Medicaid services. Includes related paperwork, clerical activities, or staff travel required to perform these activities.

Examples:

- Providing guidance and technical assistance to Medicaid providers for health care reform and transition to managed care; or
- Meeting with Medicaid service providers to encourage collaboration and coordination of care.

3b) *Assuring Access, Coordination and Continuity of Non-Medicaid Services*

Staff seeking to assure that, under the goals and plans required, care is coordinated for mental hygiene clients within the LGU's purview, including local community programs, housing stock, and other State and federally- operated programs. Includes ensuring there is coordination and cooperation among local providers of non-Medicaid services; the local program is integrated and coordinated with the provision of community support services; the local program is integrated and coordinated with the programs of the department; and there is continuity of care among all providers of non-Medicaid services. Includes related paperwork, clerical activities, or staff travel required to perform these activities.

Examples:

- Providing guidance and technical assistance to providers of non-Medicaid services; or
- Meeting with providers of non-Medicaid services to encourage collaboration and coordination of care.

4a) *Reviewing, Supervising, or Administering Local Medicaid Services*

Staff use this code when exercising general supervisory authority over or administering local Medicaid services and facilities provided or supervised by the LGU. The services and facilities provided or supervised by the LGU on behalf of the Medicaid program, either directly or through agreements, include responsibility for the proper performance of the Medicaid services provided by other facilities of local government and by voluntary and private facilities which have been incorporated into the LGU's comprehensive program. Includes all related paperwork, clerical activities or staff travel required to perform these activities.

Examples:

- Reviewing and evaluating Medicaid programs;
- Developing and managing efforts to use data to improve outcomes for Medicaid recipients;
- Supervising program directors;
- Providing direct oversight of Medicaid programs;
- Conducting site visits of Medicaid providers; or
- Reviewing clinical standards and providing guidance on incorporation into Medicaid programs.

4b) *Reviewing, Supervising, or Administering Local Non-Medicaid Services*

Staff use this code when exercising general supervisory authority over or administering local non-Medicaid services and facilities provided or supervised by the LGU. The services and facilities provided or supervised by the LGU on behalf of non-Medicaid programs, either directly or through agreements, include responsibility for the proper performance of the non-Medicaid services provided by other facilities of local government and by voluntary and private facilities which have been incorporated into the LGU's comprehensive program. Examples of non-Medicaid services include housing, public assistance, community supports, and coordinating with other State and federal programs such as

Supplemental Assistance for Needy Families (SNAP), Temporary Assistance for Needy Families (TANF), child care, child support, and child welfare. Includes all related paperwork, clerical activities or staff travel required to perform these activities.

Examples:

- Reviewing and evaluating non-Medicaid programs;
- Developing and managing efforts to use data to improve outcomes for non-Medicaid recipients;
- Providing technical assistance for non-Medicaid programs;
- Supervising non-Medicaid program directors;
- Providing direct oversight of non-Medicaid programs;
- Conducting site visits of non-Medicaid providers; or
- Reviewing clinical standards and providing guidance on incorporation into non-Medicaid programs.

5a) *Promoting Community and Public Understanding of Behavioral Health and Mental Disabilities and Resulting Necessary Services for the Medicaid Program*

Staff use this code when assisting the LGU with serving as a center for the promotion of community and public understanding of behavioral health and mental disabilities and of the Medicaid services necessary for their care and treatment. Includes all related paperwork, clerical activities or staff travel required to perform these activities.

Examples:

- Creating and distributing public education materials describing Medicaid services;
- Developing web-based educational materials describing Medicaid services; or
- Developing and implementing training programs regarding Medicaid services available related to prevention and treatment of mental illness, substance use disorders, or developmental disabilities.

5b) *Promoting Community and Public Understanding of Other Needs related to Non-Medicaid Programs*

Staff use this code when assisting the LGU with serving as a center for the promotion of community and public understanding of behavioral health and mental disabilities and of the non-Medicaid services necessary for their care and treatment. Examples of non-Medicaid programs include housing, public assistance, community supports, and coordinating with other State and federal programs such as Supplemental Assistance for Needy Families (SNAP), Temporary Assistance for Needy Families (TANF), child care, child support, and child welfare. Includes all related paperwork, clerical activities or staff travel required to perform these activities.

Examples:

- Creating and distributing non-Medicaid programs public education materials;
- Developing web-based, non-Medicaid programs educational materials; or
- Developing and implementing non-Medicaid training programs related to prevention and treatment of mental illness, substance use disorders, or developmental disabilities.

Client-facing Services and Activities:

6a) *Direct Medical/Mental Hygiene Services*

Staff use this code when providing direct medical and/or mental hygiene services. Mental hygiene services encompass mental health, developmental disabilities, and substance abuse care, treatment, and/or

counseling services including medical and mental health assessments and evaluations to an individual to correct or ameliorate a specific condition or direct mental health medical services that may be billed to insurance, Medicaid, or another funding source including self-pay. The activity relates to services performed on behalf of an individual client or in group counseling sessions. Includes all related paperwork, clerical activities, or staff travel required to perform these activities, such as updating charts with information required to document direct services.

Examples:

- Services or components of services, listed in the State's Medicaid plan;
- Individual and family psychotherapy;
- Psychological testing;
- TCM/Medical Health Home services and activities;
- Providing billable transportation services (if applicable);
- Medication management;
- Providing individual, family, or group counseling services to treat health, mental health, or substance abuse conditions;
- Providing therapy services;
- Performing developmental assessments;
- Documentation of direct medical and mental hygiene services;
- Clinical supervision; or
- Participating in or providing training to improve the provision of direct medical and mental hygiene services.

6b) *Direct Non-Medical/Mental Hygiene Services*

Staff use this code when providing services that are not medical/mental hygiene related in nature, such as education, employment, job training, or social services provided to clients. Includes all related paperwork, clerical activities, or staff travel required to perform these activities. The activity code is only to be used for the actual provision of the services.

Examples:

- Providing non-billable transportation (actual provision, not arrangement of travel);
- One on one time with a client that is not related to medical mental hygiene issues (e.g., teaching activities of daily living, assistance with shopping, assistance with financial issues and budgeting, etc.);
- Appearing in court or participating in forensic activities on behalf of a client;
- Teaching vocational education;
- Teaching wellness sessions or exercise programs;
- Providing educational instruction; or
- Participating in or providing training to improve the provision of non-medical and non-mental hygiene services.

7a) *Facilitating Medicaid Program Eligibility Determination*

Staff use this code when assisting an individual or family to become eligible for Medicaid or referring them to the appropriate agency to make an application, as well as assisting an individual to maintain Medicaid eligibility. Both written and oral methods may be used. The category includes activities staff perform to inform individuals, families, parents and community members about the Medicaid program, Medicaid covered services, how to obtain Medicaid preventive services, as well as assisting an individual

or family in becoming eligible for Medicaid. Includes all related paperwork, clerical activities or staff travel required to perform these activities.

Examples:

- Facilitating eligibility determination for Medicaid by planning and implementing a Medicaid information program;
- Explaining Medicaid eligibility rules and the Medicaid eligibility process to prospective applicants;
- Referring an individual or family to the appropriate sources to make application for Medicaid benefits;
- Assisting individuals or families to complete the New York Medicaid eligibility application;
- Assisting the individual or family in collecting/gathering information related to the application and eligibility determination for an individual, including resource information and third party liability (TPL) information, as a prelude to submitting a formal Medicaid application; or
- Providing necessary forms and packaging all forms in preparation for the Medicaid eligibility determination.

7b) *Facilitating an Application for Non-Medicaid Programs*

Staff use this code when assisting an individual or family to make an application for programs such as Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), Supplemental Assistance for Needy Families (SNAP), Women, Infants, and Children (WIC), child care, housing assistance, legal aid, and other social or educational programs and referring them to the appropriate agency to complete an application. Activity includes all applications other than Medicaid. Both written and oral methods may be used. Includes all related paperwork, clerical activities, or staff travel required to perform these activities.

Examples:

- Explaining the eligibility process for non-Medicaid programs;
- Assisting individuals or families to collect/gather information and documents for the non-Medicaid program application;
- Assisting individuals or families in completing the application;
- Referring an individual or family to appropriate sources to make application for TANF, SNAP, child care or other benefits;
- Developing and verifying initial and continuing eligibility for non-Medicaid programs; or
- Participating in or providing training to learn how to assist an individual to complete an application.

8a) *Referral, Coordination, and Monitoring of Medical/Mental Hygiene Services*

Staff use this code when making referrals for, coordinating, and/or monitoring the delivery of medical and mental hygiene services. These activities include, but are not limited to, assessment, service planning, services linkage, ongoing monitoring, and ongoing clinical support and advocacy for medical or mental hygiene related services. The category is for developing appropriate referral sources for program-specific services for LGUs and monitoring the delivery of Medicaid services within the LGU. All time spent on health-related referrals or programmatic monitoring and coordination of medical services should be coded here. Includes all related paperwork, clerical activities, or staff travel required to perform these activities.

Examples:

- Making referrals for, and coordinating access to, medical, mental health, developmental disability, substance abuse, or dental services covered by Medicaid;
- Reviewing clinical notes of a designated clinician to identify referral and follow-up needs;
- Providing both oral and written instructions about the referral policies and procedures between LGU and other Medicaid provider entities for appropriate coordination of medical or mental hygiene services;
- Coordinating medical/mental hygiene services with managed care plans as appropriate;
- Gathering any information that may be required in advance of referrals, evaluations, and treatment for medical/behavioral health care services;
- Participating in treatment plan team meetings to coordinate and monitor the medical/mental hygiene portion of a client's plan of care with other staff;
- Gathering information for facilitating prior authorizations;
- Informing and explaining the client's treatment plan to pertinent individuals, such as family or other staff (i.e., a case manager calls a client's family to discuss the importance of the client's bi-weekly group therapy attendance);
- In-home training with a parent or family that improves the coordination/delivery of medical/behavioral health services to the client;
- Providing follow-up contact to ensure that an individual has received the prescribed medical/mental hygiene services;
- Updating or documenting case or treatment plans related to the acquisition of services (not specifically related to a direct service); or
- Participating in or providing training to improve the effectiveness and efficiencies of the coordination of medical and mental hygiene services.

8b) Referral, Coordination, and Monitoring of Non-Medical/Mental Hygiene Services

Staff use this code when making referrals for, coordinating, and/or monitoring the delivery of non-medical and non-mental hygiene services such as educational, social, and vocational services. Includes activities related to assisting a client to access Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), Supplemental Assistance for Needy Families (SNAP), Women, Infants, and Children (WIC), housing, vocational, and educational services, etc. Non-medical/mental hygiene services include, but are not limited to assessment, service planning, services linkage, ongoing monitoring, and ongoing clinical support and advocacy for non-medical and non-mental hygiene related services. Includes all related paperwork, clerical activities, or staff travel required to perform these activities.

Examples:

- Providing information to individuals seeking assistance related to WIC, job training, employment, housing, education, and social services;
- Making referrals for and/or coordinating necessary job training, employment, housing, education, and social services;
- Gathering any information that may be required in advance of referrals, evaluations and services for job training, employment, housing, education, and social services;
- Participating in care planning meetings to coordinate and monitor the non-medical/mental hygiene portion of a client's plan of care with other staff such as job training, employment, housing, education, and social services;
- Informing and explaining the non-medical/mental hygiene components of a client's care plan to pertinent individuals, such as family or other staff (i.e., case manager calls a client's family to discuss the importance of the client's job training plan);

- Providing follow-up contact to ensure that an individual has received the defined non-medical/mental hygiene services;
- Updating case and treatment plans specifically for these services; or
- Participating in or providing training to improve coordination of non-Medicaid services.

9a) *Training Activities related to the Medicaid Program*

The code should be used by LGU staff when coordinating, conducting or participating in training events and seminars regarding the benefits of the Medicaid program, how to assist families in accessing Medicaid services, and how to more effectively refer clients for services. Include related paperwork, clerical activities or staff travel required to perform these activities.

Examples:

- Participating in or coordinating training that improves the delivery of Medicaid program related services; or
- Participating in training on administrative requirements related to the Medicaid program.

9b) *Training Activities not related to the Medicaid Program*

The code should be used by LGU staff when coordinating, conducting or participating in training events and seminars regarding the benefit of the programs other than the Medicaid program such as educational programs; for example, how to assist families to access the services of the relevant programs and how to more effectively refer clients for those services. Include related paperwork, clerical activities or staff travel required to perform these activities.

Example:

- Participating in or coordinating training that improves the delivery of services for programs other than Medicaid.

10a) *Arranging for Transportation for Clients to Access Medical/Mental Hygiene Services*

Arranging for or scheduling specific support provisions, such as transportation services, which are necessary for an individual or family to access medical/mental hygiene services. The category is for assisting an individual to obtain transportation for Medicaid-covered services. Does not include the provision of the actual transportation service, but rather the administrative activities involved in providing transportation. In addition, does not include activities that contribute to the actual billing of transportation as a medical or dental service, nor does it include accompanying an individual to Medicaid services as an administrative activity. Includes related paperwork, clerical activities, or staff travel required to perform these activities.

Note: Providing Medicaid Billable Transportation Services should be coded to Activity Code 1a – Direct Medical/Mental Hygiene Services. Activity relates to arranging transportation and other client assistance only.

Examples:

- Arranging or scheduling for transportation for an individual or family to access medical/mental hygiene services; or
- Arranging for transportation for an individual or family in support of the referral and evaluation activities.

10b) Arranging for Transportation for Clients to Access Non-Medical/Mental Hygiene Services

Arranging for or scheduling specific support provisions, such as transportation services, which are necessary for an individual or family to access non-medical/mental hygiene services. Includes related paperwork, clerical activities, training, or staff travel required to perform these activities.

Note: Providing Non-Medicaid Billable Transportation Services should be coded to Activity Code 1b – Direct Non-Medical/Mental Hygiene Services. Activity relates to arranging transportation and other client assistance only.

Examples:

- Scheduling or arranging for transportation for an individual or family to access educational, vocational and other social services; or
- Assisting or arranging for transportation for the family in support of the referral and evaluation activities.

11a) Arranging for Translation Services for Clients to Access Medical/Mental Hygiene Services

The category is for LGU staff who provide translation services related to Medicaid covered services as an activity. Translation may be allowable as an administrative activity if it is not included and paid for as part of a medical assistance service. Category also includes the arranging for or providing of translation/interpretation services to enable an individual to access Medicaid mental hygiene-related services. **It would not include an activity performed if you happen to be bilingual (for example); that activity would be recorded based on the activity you are performing.** Includes related paperwork, clerical activities, or staff travel required to perform these activities.

Examples:

- Arranging for or providing translation services (oral or signing services) that assist the individual to access transportation and medical/mental hygiene services;
- Arranging for or providing translation services that assist the individual to "communicate" with service providers about medical/mental hygiene services being provided;
- Assisting the individual to define/explain their symptoms to the provider;
- Arranging for or providing signing services that assist family members to understand how to provide necessary medical support and care to an individual;
- Arranging for or providing translation or signing services that assist an individual or family to access and understand necessary care or treatment; or
- Arranging for or providing translation or signing services to assist in the completion of a Medicaid application.

11b) Arranging for Translation Services for Clients to Access Non-Medical/Mental Hygiene Services

The category is for LGU staff who provide translation services to help a client access non-medical/mental hygiene educational and social services. Translation may be allowable as an administrative activity if it is not included and paid for as part of a non-medical assistance service. The category also includes arranging for specific support provisions, such as translation assistance, which are necessary for an individual or family to access non-medical/mental hygiene educational and social services. **It would not include activity performed if you happen to be bilingual (for example); that activity would be recorded based on the activity you are performing.** Includes related paperwork, clerical activities, training, or staff travel required to perform these activities.

Examples:

- Arranging for or providing translation services (oral or signing services) that assist the individual to access and understand non-medical/mental hygiene services.
- Arranging for or providing translation or signing services that assist an individual or family to access and understand educational and social services;
- Arranging for or providing translation or signing services to assist in the completion of day care, legal, social service program applications; or
- Participating in or performing training to assist clients to access non-Medicaid services.

General Administrative/Non Client-facing Activities:

12) *General Administration*

Staff use this code when performing activities that cannot be directly assigned to program activities and are in no way related to individual clients served by the LGU. Includes all related paperwork, clerical activities or staff travel required to perform these activities. **No time related to a specific client should be recorded here.**

Examples:

- Attending or facilitating unit staff meetings, training, or board meetings that are not client related;
- Providing general supervision of staff and evaluation of staff performance;
- Preparing or reviewing payroll or other personnel related documents;
- Maintaining inventories and ordering supplies;
- Insurance and/or Risk Management activities related to the agency as a whole and no specific service or program;
- Developing budgets and maintaining records;
- Daily operational tasks, such as setting up voice mailbox;
- Providing general information about site and program (e.g., hours, general information on services provided, intake process, etc.);
- Performing other administrative or clerical activities related to general building functions or operations; or
- Participating in or providing training to learn about agency benefits and/or Human Resource training.

13) *Conducting or Contracting for Mental Hygiene Research*

The activity code should be used when the staff person conducts or contracts for such research as may be useful for the discharge of its administrative duties and for the promotion of scientific knowledge of behavioral health and mental disabilities.

14) *Paid Time Off*

The activity code is for when the staff person being sampled is on a paid lunch break or other type of paid break or paid vacation, sick, or other leave time. The activity also includes time when the State of New York has declared a state of emergency and workers are not required to report to work.

15) *Unpaid Time Off*

The code should be used when the staff person being sampled is on an unpaid lunch break or other type of unpaid break or on an extended unpaid leave of absence.

16) Grant Funded/Fundraising Activities

The code should be used for any time that a staff person is working on a task or application specifically for an outside grant (e.g., United Way, not-for-profit, other federal funding source, etc.). It should also be used for any fundraising activities conducted by a provider organization to raise funds.

17) Non-LGU Related Activities

The code should be used for activities that are not related to the above and are outside of normal work activities. The code includes non-mental hygiene related emergency response or being “activated” to assist with an emergency or natural disaster, as well as, work for other county functions not related to mental hygiene efforts such as school-based billing, child welfare, or social services eligibility systems or offices.

18) Not Scheduled at Work (Does not include Paid Time Off)

The code should be used when the staff person being sampled is not scheduled to be at work (i.e., their day has not started, they are part-time, they are carrying pager but not “in action”, etc.).

Appendix 2 – NYS Cost Pool 2 (Client-facing) RMTS Activity Descriptions

The Random Moment Time Study (RMTS) includes activities that correspond to the programs supported by designated staff within the local governmental unit (LGU). Participating staff are those who support multiple programs administered by the LGU on behalf of the three mental hygiene offices within NYS, the Office of Mental Health (OMH), the Office of Alcoholism and Substance Abuse Services (OASAS), and the Office for People With Developmental Disabilities (OPWDD). Based on these observations, the total effort of a group of staff is determined with a high degree of confidence that approximates the same results as having observed staff for 100% of their time at work. The results of the RMTS are used to support the three mental hygiene offices in their claiming efforts on behalf of the LGUs. The level of detail provided by the RMTS is required to allow the offices to be in compliance with federal regulations for federal claiming. The RMTS must be conducted on a continuous basis to support quarterly claiming as required by the Centers for Medicare and Medicaid Services (CMS).

Please note that you are to complete the RMTS with regard to the activity that you are performing at the time of your moment and not based on your client's eligibility for any particular program, including Medicaid. The time study is designed to obtain information on collective LGU "client-facing" staff time, not clients' eligibility.

The tool is not used to monitor worker performance.

We thank you in advance for your time and cooperation.

Client-facing Services and Activities:

1a) Direct Medical/Mental Hygiene Services

Staff use this code when providing direct medical and/or mental hygiene services. Mental hygiene services encompass mental health, developmental disabilities, and substance abuse care, treatment, and/or counseling services including medical and mental health assessments and evaluations to an individual to correct or ameliorate a specific condition or direct mental health medical services that may be billed to insurance, Medicaid, or another funding source including self-pay. The activity relates to services performed on behalf of an individual client or in group counseling sessions. Includes all related paperwork, clerical activities, or staff travel required to perform these activities, such as updating charts with information from a required to document direct services.

Examples:

- Services or components of services, listed in the State's Medicaid plan;
- Individual and family psychotherapy;
- Psychological testing;
- TCM/Medical Health Home services and activities;
- Providing billable transportation services (if applicable);
- Medication management;
- Providing individual, family, or group counseling services to treat health, mental health, or substance abuse conditions;
- Providing therapy services;
- Performing developmental assessments;
- Documentation of direct medical and mental hygiene services;
- Clinical supervision; or
- Participating in or providing training to improve the provision of direct medical and mental hygiene services.

1b) Direct Non-Medical/Mental Hygiene Services

Staff use this code when providing services that are not medical/mental hygiene related in nature, such as education, employment, job training, or social services provided to clients. Includes all related paperwork, clerical activities, or staff travel required to perform these activities. The activity code is only to be used for the actual provision of the services.

Examples:

- Providing non-billable transportation (actual provision, not arrangement of travel);
- One on one time with a client that is not related to medical mental hygiene issues (e.g., teaching activities of daily living, assistance with shopping, assistance with financial issues and budgeting, etc.);
- Appearing in court or participating in forensic activities on behalf of a client;
- Teaching vocational education;
- Teaching wellness sessions or exercise programs;
- Providing educational instruction; or
- Participating in or providing training to improve the provision of non-medical and non-mental hygiene services.

2a) Medicaid Outreach and Public Awareness

Staff use this code when performing activities that inform individuals about Medicaid, how to access Medicaid and medically related services, the importance of accessing medical, mental health, aging, developmental disability, and alcohol and drug services and the importance of maintaining a routine place for health care. Activity includes actions designed to bring persons into the Medicaid system. Both written and oral methods may be used. Also used for describing the services covered under Medicaid and how to obtain Medicaid preventive services. The category includes activities staff or contractors perform to inform families, parents and community members about the Medicaid program, Medicaid covered services, how to obtain Medicaid preventive services, as well as assisting an individual or family to become eligible for Medicaid. Includes all related paperwork, clerical activities, or staff travel required to perform these activities.

Note: Activity does not relate to medical/mental hygiene services performed in an “outreach” setting. Those activities should be recorded as Activity Code 1a – Direct Medical/Mental Hygiene Services or the other appropriate activity

Examples:

- Informing families and distributing literature about the services and the many various New York Medicaid programs;
- Informing and encouraging families to access Medicaid managed care systems;
- Informing families Medicaid health-related programs and the value of preventive health services and periodic exams;
- Assisting the Medicaid agency to fulfill outreach objectives of the Medicaid program by informing individuals and their families about health resources available through the Medicaid program;
- Providing information about Medicaid screenings that will help improve the identification of medical conditions that can be corrected or ameliorated through Medicaid services;
- Coordinating with the local media (newspaper, TV, radio, video) to inform the public about screenings, health fairs and other health related services, programs and activities organized by the LGU;

- Coordinating or attending health fairs that emphasize preventive health care, and promoting Medicaid services by presenting Medicaid material in locations with the likelihood of high Medicaid eligibility;
- Presenting and informing families about the availability of Medicaid providers, specific covered services, and how to effectively utilize services and maintain participation in the Medicaid program;
- Disseminating, or presenting Medicaid outreach materials to inform individuals about Medicaid services and where to obtain services;
- Participating in or providing training to improve the effectiveness of Medicaid outreach;
- Assisting in early identification of individuals who could benefit from the medical/mental hygiene services provided by Medicaid as part of a Medicaid outreach campaign;
- Conducting a family planning health education outreach program or campaign if it is targeted specifically to Medicaid-covered family planning services;
- Coordinating, conducting, or participating in training events and seminars for staff who provide outreach services regarding the benefits of the Medicaid program;
- Contacting pregnant and parenting women about the availability of Medicaid services, including referral to family planning and well-baby care programs and services; or
- Providing referral assistance to families with information about the Medicaid program.

2b) *Non-Medicaid Outreach and Public Awareness*

Staff use this code when performing activities that inform individuals about non-Medicaid social (e.g., SSI, Food Stamps, Title IV-E, TANF, WIC, housing, day care, etc.), vocational, and educational programs and how to access them in New York. Both written and oral methods may be used. Includes all related paperwork, clerical activities, or staff travel required to perform these activities.

Examples:

- Providing information to individuals seeking assistance related to job training, employment, housing education, and social services;
- Scheduling and promoting activities that educate individuals about the benefits of healthy lifestyles and practices;
- Disseminating or presenting non-Medicaid outreach materials to inform individuals about social, education, and legal services and where to obtain services;
- Conducting outreach campaigns directed toward encouraging persons to access social, educational, legal, or job employment services; or
- Participating in or providing training to improve the effectiveness of non-Medicaid outreach.

3a) *Facilitating Medicaid Program Eligibility Determination*

Staff use this code when assisting an individual or family to become eligible for Medicaid or referring them to the appropriate agency to make an application, as well as assisting an individual to maintain Medicaid eligibility. Both written and oral methods may be used. The category includes activities staff perform to inform individuals, families, parents and community members about the Medicaid program, Medicaid covered services, how to obtain Medicaid preventive services, as well as assisting an individual or family in becoming eligible for Medicaid. Includes all related paperwork, clerical activities or staff travel required to perform these activities.

Examples:

- Facilitating eligibility determination for Medicaid by planning and implementing a Medicaid information program;
- Explaining Medicaid eligibility rules and the Medicaid eligibility process to prospective applicants;
- Referring an individual or family to the appropriate sources to make application for Medicaid benefits;
- Assisting individuals or families to complete the New York Medicaid eligibility application;
- Assisting the individual or family in collecting/gathering information related to the application and eligibility determination for an individual, including resource information and third party liability (TPL) information, as a prelude to submitting a formal Medicaid application; or
- Providing necessary forms and packaging all forms in preparation for the Medicaid eligibility determination.

3b) *Facilitating an Application for Non-Medicaid Programs*

Staff use this code when assisting an individual or family to make an application for programs such as Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), Supplemental Assistance for Needy Families (SNAP), Women, Infants, and Children (WIC), child care, housing assistance, legal aid, and other social or educational programs and referring them to the appropriate agency to complete an application. Includes all applications other than Medicaid. Both written and oral methods may be used. Includes all related paperwork, clerical activities, or staff travel required to perform these activities.

Examples:

- Explaining the eligibility process for non-Medicaid programs;
- Assisting individuals or families to collect/gather information and documents for the non-Medicaid program application;
- Assisting individuals or families in completing the application;
- Referring an individual or family to appropriate sources to make application for TANF, SNAP, child care or other benefits;
- Developing and verifying initial and continuing eligibility for non-Medicaid programs; or
- Participating in or providing training to learn how to assist an individual to complete an application.

4a) *Referral, Coordination, and Monitoring of Medical/Mental Hygiene Services*

Staff use this code when making referrals for, coordinating, and/or monitoring the delivery of medical and mental hygiene services. These activities include, but are not limited to, assessment, service planning, services linkage, ongoing monitoring, and ongoing clinical support and advocacy for medical or mental hygiene related services. The category is for developing appropriate referral sources for program-specific services for LGUs and monitoring the delivery of Medicaid services within the LGU. All time spent on health-related referrals or programmatic monitoring and coordination of medical services should be coded here. Includes all related paperwork, clerical activities, or staff travel required to perform these activities.

Examples:

- Making referrals for, and coordinating access to, medical, mental health, developmental disability, substance abuse, or dental services covered by Medicaid;
- Reviewing clinical notes of a designated clinician to identify referral and follow-up needs;

- Providing both oral and written instructions about the referral policies and procedures between LGU and other Medicaid provider entities for appropriate coordination of medical or mental hygiene services;
- Coordinating medical/mental hygiene services with managed care plans as appropriate;
- Gathering any information that may be required in advance of referrals, evaluations, and treatment for medical/behavioral health care services;
- Participating in treatment plan team meetings to coordinate and monitor the medical/mental hygiene portion of a client's plan of care with other staff;
- Gathering information for facilitating prior authorizations;
- Informing and explaining the client's treatment plan to pertinent individuals, such as family or other staff (i.e., a case manager calls a client's family to discuss the importance of the client's bi-weekly group therapy attendance);
- In-home training with a parent or family that improves the coordination/delivery of medical/behavioral health services to the client;
- Providing follow-up contact to ensure that an individual has received the prescribed medical/mental hygiene services;
- Updating or documenting case or treatment plans related to the acquisition of services (not specifically related to a direct service); or
- Participating in or providing training to improve the effectiveness and efficiencies of the coordination of medical and mental hygiene services.

4b) *Referral, Coordination, and Monitoring of Non-Medical/Mental Hygiene Services*

Staff use this code when making referrals for, coordinating, and/or monitoring the delivery of non-medical and non-mental hygiene services such as educational, social, and vocational services. Includes activities related to assisting a client to access Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), Supplemental Assistance for Needy Families (SNAP), Women, Infants, and Children (WIC), housing, vocational, and educational services, etc. Non-medical/mental hygiene services include, but are not limited to assessment, service planning, services linkage, ongoing monitoring, and ongoing clinical support and advocacy for non-medical and non-mental hygiene related services. Includes all related paperwork, clerical activities, or staff travel required to perform these activities.

Examples:

- Providing information to individuals seeking assistance related to WIC, job training, employment, housing, education, and social services;
- Making referrals for and/or coordinating necessary job training, employment, housing, education, and social services;
- Gathering any information that may be required in advance of referrals, evaluations and services for job training, employment, housing, education, and social services;
- Participating in care planning meetings to coordinate and monitor the non-medical/mental hygiene portion of a client's plan of care with other staff such as job training, employment, housing, education, and social services;
- Informing and explaining the non-medical/mental hygiene components of a client's care plan to pertinent individuals, such as family or other staff (i.e., case manager calls a client's family to discuss the importance of the client's job training plan);
- Providing follow-up contact to ensure that an individual has received the defined non-medical/mental hygiene services;
- Updating case and treatment plans specifically for these services; or
- Participating in or providing training to improve coordination of non-Medicaid services.

5a) *Program Planning, Policy Development, and Interagency Coordination Related to Medical/Mental Hygiene Services*

Staff use this code when performing activities associated with the development of strategies to improve the coordination and delivery of medical/mental hygiene services to individuals and families, and when performing collaborative activities with other agencies to provide effective medical/mental hygiene services. The code includes activities related to establishing and maintaining documentation, internal processes, and policies related to the provision of services. It also includes activities related to establishing and maintaining necessary provider resources.

The category includes activities staff performs in collaboration with agencies or organizations outside of the LGU to assure the delivery of Medicaid covered medical/mental hygiene services to Medicaid beneficiaries. The focus of these activities is to enhance, improve or streamline health care service delivery systems in the community. In order to perform these activities, staff may be representing the LGU by sitting on a committee or task force such as a Multi-Purpose Collaborative Body. Includes all related paperwork, clerical activities or staff travel required to perform the activity.

No time related to a specific client should be recorded here.

Examples:

- Creating a collaborative of health professionals to provide consultation and advice on the delivery of health care services to the Medicaid population and developing methods to improve the referral and service delivery process by Medicaid providers;
- Containing Medicaid costs by reducing overlap and duplication of Medicaid services through collaborative efforts with Medicaid Health Plans, local Community Mental Health Services providers and health departments;
- Monitoring and evaluating policies and criteria for performance standards of medical/mental hygiene delivery systems in the LGU and designing strategies for improvements;
- Overseeing the organization and outcomes of the coordinated medical/mental hygiene services provision with Medicaid Health Plans;
- Developing internal referral policies and procedures for use by staff so that appropriate coordination of health care services occurs between the various Medicaid providers and entities, such as Community Mental Health Services providers, Medicaid Health Plans, and the LGU;
- Designing and implementing strategies to identify individuals who may be at high risk for poor outcomes because of poverty, dysfunctional families, and/or inappropriate referrals, and who need medical/mental hygiene interventions; identify pregnant beneficiaries who may be at high risk of poor health outcomes because of drug usage, lack of appropriate prenatal care, and/or abuse or neglect; and assuring individuals with any significant health problems are diagnosed and treated early;
- Developing new health programs with local community health agencies for the Medicaid population, as determined by a needs assessment and geographic mapping;
- Developing internal plans and strategies that address the clinical capacity of medical/mental hygiene services provided to individuals by the agency;
- Developing treatment plan documentation guidelines (not client specific but related to overall program requirements);
- Analyzing and developing strategies to assess or increase the capacity of the medical/mental hygiene delivery system in the community, especially for specific populations or geographic areas;

- Educating law enforcement, county attorney, and court systems regarding medical/mental hygiene services;
- Recruiting providers including developing written materials in support of recruitment;
- Working with other agencies (i.e., inter-agency coalitions, advisory boards) providing health care services to improve the coordination and delivery of services, to expand access for specific populations, and to improve collaboration around the early identification of medical/mental hygiene problems;
- Developing advisory or work groups of health professionals to provide consultation and advice regarding the delivery of medical/mental hygiene services to client populations; or
- Participating in or providing training to improve program, planning, policy development, and interagency coordination related to medical and mental hygiene services.

5b) *Program Planning, Policy Development, and Interagency Coordination Related to Non-Medical/Mental Hygiene Services*

Staff use this code when performing activities associated with the development of strategies to improve the coordination and delivery of non-medical/mental hygiene services to individuals and families, and when performing collaborative activities with other agencies to provide non-medical services. The code includes activities related to establishing and maintaining necessary provider resources. Includes all related paperwork, clerical activities, or staff travel required to perform these activities.

No time related to a specific client should be recorded here.

Examples:

- Developing strategies to assess or increase the capacity of social services;
- Monitoring the delivery system for social services in the community;
- Educating law enforcement, county attorney, and court systems regarding community human services;
- Recruiting providers including developing written materials in support of recruitment;
- Evaluating the need for social services in relation to specific populations or geographic areas;
- Analyzing data related to a specific program, population, or geographic area to identify and close non-medical service gaps for needy populations;
- Working with other agencies providing human services to improve the coordination, collaboration, delivery of services, and to expand access to specific populations for needed human services;
- Developing advisory or work groups of human service professionals to provide consultation and advice regarding the delivery of social services to client populations;
- Developing referral sources such as directories of community human services that provide services to targeted population groups;
- Building housing stock for clients (e.g., leasing apartments, identifying housing resources, etc.);
- Participating in activities that assure compliance with regulations and improve delivery and efficiency of non-medical services; or
- Participating in or providing training to improve program, planning, policy development and interagency coordination related to non-medical/mental hygiene services.

6a) *Training Activities related to the Medicaid Program*

The code should be used by LGU staff when coordinating, conducting or participating in training events and seminars regarding the benefits of the Medicaid program, how to assist families in accessing

Medicaid services, and how to more effectively refer clients for services. Include related paperwork, clerical activities or staff travel required to perform these activities.

Examples:

- Participating in or coordinating training that improves the delivery of Medicaid program related services; or
- Participating in training on administrative requirements related to the Medicaid program.

6b) *Training Activities not related to the Medicaid Program*

The code should be used by LGU staff when coordinating, conducting or participating in training events and seminars regarding the benefit of the programs other than the Medicaid program such as educational programs; for example, how to assist families to access the services of the relevant programs and how to more effectively refer clients for those services. Include related paperwork, clerical activities or staff travel required to perform these activities.

Example:

- Participating in or coordinating training that improves the delivery of services for programs other than Medicaid.

7a) *Arranging for Transportation for Clients to Access Medical/Mental Hygiene Services*

Arranging for or scheduling specific support provisions, such as transportation services, which are necessary for an individual or family to access medical/mental hygiene services. The category is for assisting an individual to obtain transportation for Medicaid-covered services. Does not include the provision of the actual transportation service, but rather the administrative activities involved in providing transportation. In addition, does not include activities that contribute to the actual billing of transportation as a medical or dental service, nor does it include accompanying an individual to Medicaid services as an administrative activity. Includes related paperwork, clerical activities, or staff travel required to perform these activities.

Note: Providing Medicaid Billable Transportation Services should be coded to Activity Code 1a – Direct Medical/Mental Hygiene Services. Activity relates to arranging transportation and other client assistance only.

Examples:

- Arranging or scheduling for transportation for an individual or family to access medical/mental hygiene services; or
- Arranging for transportation for an individual or family in support of the referral and evaluation activities.

7b) *Arranging for Transportation for Clients to Access Non-Medical/Mental Hygiene Services*

Arranging for or scheduling specific support provisions, such as transportation services, which are necessary for an individual or family to access non-medical/mental hygiene services. Includes related paperwork, clerical activities, training, or staff travel required to perform these activities.

Note: Providing Non-Medicaid Billable Transportation Services should be coded to Activity Code 1b – Direct Non-Medical/Mental Hygiene Services. Activity relates to arranging transportation and other client assistance only.

Examples:

- Scheduling or arranging for transportation for an individual or family to access educational, vocational and other social services; or
- Assisting or arranging for transportation for the family in support of the referral and evaluation activities.

8a) *Arranging for Translation Services for Clients to Access Medical/Mental Hygiene Services*

The category is for LGU staff who provide translation services related to Medicaid covered services as an activity. Translation may be allowable as an administrative activity if it is not included and paid for as part of a medical assistance service. Category also includes the arranging for or providing of translation/interpretation services to enable an individual to access Medicaid mental hygiene-related services. **It would not include an activity performed if you happen to be bilingual (for example); that activity would be recorded based on the activity you are performing.** Includes related paperwork, clerical activities, or staff travel required to perform these activities.

Examples:

- Arranging for or providing translation services (oral or signing services) that assist the individual to access transportation and medical/mental hygiene services;
- Arranging for or providing translation services that assist the individual to "communicate" with service providers about medical/mental hygiene services being provided;
- Assisting the individual to define/explain their symptoms to the provider;
- Arranging for or providing signing services that assist family members to understand how to provide necessary medical support and care to an individual;
- Arranging for or providing translation or signing services that assist an individual or family to access and understand necessary care or treatment; or
- Arranging for or providing translation or signing services to assist in the completion of a Medicaid application.

8b) *Arranging for Translation Services for Clients to Access Non-Medical/Mental Hygiene Services*

The category is for LGU staff who provide translation services to help a client access non-medical/mental hygiene educational and social services. Translation may be allowable as an administrative activity if it is not included and paid for as part of a non-medical assistance service. Category also includes arranging for specific support provisions, such as translation assistance, which are necessary for an individual or family to access non-medical/mental hygiene educational and social services. **It would not include activity performed if you happen to be bilingual (for example); that activity would be recorded based on the activity you are performing.** Includes related paperwork, clerical activities, training, or staff travel required to perform these activities.

Examples:

- Arranging for or providing translation services (oral or signing services) that assist the individual to access and understand non-medical/mental hygiene services.
- Arranging for or providing translation or signing services that assist an individual or family to access and understand educational and social services;
- Arranging for or providing translation or signing services to assist in the completion of day care, legal, social service program applications; or
- Participating in or performing training to assist clients to access non-Medicaid services.

General Administrative/Non Client-facing Activities:

9) *General Administration*

Staff use this code when performing activities that cannot be directly assigned to program activities and are in no way related to individual clients served by the LGU. Includes all related paperwork, clerical activities or staff travel required to perform these activities.

No time related to a specific client should be recorded here.

Examples:

- Attending or facilitating unit staff meetings, training, or board meetings that are not client related;
- Providing general supervision of staff and evaluation of staff performance;
- Preparing or reviewing payroll or other personnel related documents;
- Maintaining inventories and ordering supplies;
- Insurance and/or Risk Management activities related to the agency as a whole and no specific service or program;
- Developing budgets and maintaining records;
- Daily operational tasks, such as setting up voice mailbox;
- Providing general information about site and program (e.g., hours, general information on services provided, intake process, etc.);
- Performing other administrative or clerical activities related to general building functions or operations; or
- Participating in or providing training to learn about agency benefits and/or Human Resource training.

10) *Conducting or Contracting for Mental Hygiene Research*

The activity code should be used when the staff person conducts or contracts for such research as may be useful for the discharge of its administrative duties and for the promotion of scientific knowledge of behavioral health and mental disabilities.

11) *Paid Time Off*

The activity code is for when the staff person being sampled is on a paid lunch break or other type of paid break or paid vacation, sick, or other leave time. The activity also includes time when the State of New York has declared a state of emergency and workers are not required to report to work.

12) *Unpaid Time Off*

The code should be used when the staff person being sampled is on an unpaid lunch break or other type of unpaid break or on an extended unpaid leave of absence.

13) *Grant Funded/Fundraising Activities*

The code should be used for any time that a staff person is working on a task or application specifically for an outside grant (e.g., United Way, not-for-profit, other federal funding source, etc.). It should also be used for any fundraising activities conducted by a provider organization to raise funds.

14) *Non-LGU Related Activities*

The code should be used for activities that are not related to the above and are outside of normal work activities. The code includes non-mental hygiene related emergency response or being “activated” to

ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

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

April 15, 2014

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

APR 20 14-198

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

5-2-14

Dear Mr. Picente:

Re: Adolescent Tobacco Use Prevention Act
(ATUPA) C-028530

Attached are six (6) copies of an agreement between Oneida County through its Health Department – Environmental Health and the New York State Department of Health.

The Bureau of Community Environmental Health and Food Protection (BCEHFP) is responsible for the implementation and oversight of the New York State Public Health Law, Article 13-F, also known as the Adolescent Tobacco Use Prevention Act (ATUPA). The ATUPA prohibits the sale of cigarettes, cigars, chewing tobacco, powdered tobacco, shisha or other tobacco products, herbal cigarettes, electronic cigarettes, rolling papers or smoking paraphernalia to persons under 18 years of age. The BCEHFP also oversees enforcement of the New York State Public Health Law, Article 13-E, known as the Clean Indoor Act (CIAA), which prohibits smoking in all indoor public areas and work places. Under this contract, the program participant is responsible for enforcing the ATUPA and CIAA which includes conducting unannounced compliance checks of retail tobacco dealers and vendors using underage youth; educating facility operators; responding to public inquiries, responding to complaints about non-compliance; initiating enforcement against violators and fulfilling all program reporting requirements.

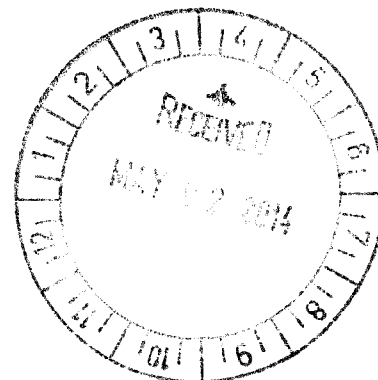
The term of this agreement shall become effective on April 1, 2014 and remain in effect through March 31, 2015. Reimbursement to Oneida County is in the amount of \$62,803 and is 100% state funded.

This is a program mandated by Public Health Law. The reason this agreement is being forwarded to you for signature after the commencement date is due to late receipt of agreement from New York State.

If this agreement meets with your approval, please forward to the Board of Legislators. Feel free to contact me should you require additional information.

Sincerely,

Phyllis D. Ellis
Phyllis D. Ellis, BSN, MS, FACHE
Director of Health



attachments
ry

Oneida County Department: Public Health

Competing Proposal: _____

Only Respondent: _____

Sole Source RFP: _____

Other: Renewal

Oneida County Board of Legislators

NAME AND ADDRESS OF VENDOR: Michael J. Cambridge, Director
New York State Department of Health
Bureau of Community Environmental
Health and Food Protection
Flanigan Square, 547 River Street
Troy, New York 12180-2216

SUMMARY STATEMENT: The Bureau of Community Environmental Health and Food Protection (BCEHFP) is responsible for the implementation and oversight of the New York State Public Health Law, Article 13-F, also known as the Adolescent Tobacco Use Prevention Act (ATUPA). The ATUPA prohibits the sale of cigarettes, cigars, chewing tobacco, powdered tobacco, shisha or other tobacco products, herbal cigarettes, electronic cigarettes, rolling papers or smoking paraphernalia to persons under 18 years of age. The BCEHFP also oversees enforcement of the New York State Public Health Law, Article 13-E, known as the Clean Indoor Air Act (CIAA), which prohibits smoking in all indoor public areas and work places. Under this contract, the program participant is responsible for enforcing the ATUPA and CIAA which includes conducting unannounced compliance checks of retail tobacco dealers and vendors using underage youth; educating facility operators; responding to public inquires; responding to complaints about non-compliance; initiating enforcement against violators, fulfilling all program reporting requirements.

DATES OF OPERATION: April 1, 2014 through March 31, 2015

TOTAL FUNDING REQUESTED: \$62,803

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

DEPARTMENT COMMENTS: Page 2 of the Master Grant Contract, Face Page shows projected amount for 2014 to 2015, however, actual amount is \$62,803.

FUNDING SOURCE: This grant is 100% state funded. C-028530

Expense Account: A4018

Revenue Account: A3401.05

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Department of Health Bur. of Community Environmental Health & Food Protection Empire State Plaza, Corning Tower Bldg., Room 1395 Albany, NY 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01/3450278</p> <p>CONTRACT NUMBER: C028530</p> <p>CONTRACT TYPE:</p> <p><input type="checkbox"/> Multi-Year Agreement <input checked="" type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Oneida County Department of Health</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Tobacco Enforcement Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002595 Federal Tax ID Number: DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Adirondack Bank Building, 5th Floor 185 Genesee Street Utica, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>Joseph J. Timpano 800 Park Avenue Utica, NY 13501</p> <p>CONTRACT MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code:30-0100000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C028530

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 04/01/2013 To: 03/31/2018</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 04/01/2014 To: 03/31/2015</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount):</p> <p>CURRENT: \$ 62,803</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	---

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	04/01/2013 - 03/31/2014	\$ 61,974		
2	04/01/2014 - 03/31/2015	\$ 63,974		
3	04/01/2015 - 03/31/2016	\$ 65,974		
4	04/01/2016 - 03/31/2017	\$ 67,974		
5	04/01/2017 - 03/31/2018	\$ 69,974		

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|---|--|
| <input type="checkbox"/> Attachment A: | <input type="checkbox"/> A-1 Program Specific Terms and Conditions |
| | <input type="checkbox"/> A-2 Federally Funded Grants |
| <input checked="" type="checkbox"/> Attachment B: | <input checked="" type="checkbox"/> B-1 Expenditure Based Budget |
| | <input type="checkbox"/> B-2 Performance Based Budget |
| | <input type="checkbox"/> B-3 Capital Budget |
| | <input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment) |
| | <input type="checkbox"/> B-2(A) Performance Based Budget (Amendment) |
| | <input type="checkbox"/> B-3(A) Capital Budget (Amendment) |
| <input checked="" type="checkbox"/> Attachment C: Work Plan | |
| <input type="checkbox"/> Attachment D: Payment and Reporting Schedule | |
| <input checked="" type="checkbox"/> Other: Appendix A (Jan. 2014) | |

Contract Number: # C028530

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

CONTRACTOR:

STATE AGENCY:

NYS Department of Health
Center for Environmental Health

By: _____

By: _____

Anthony J. Picente, Jr.
Printed Name

Michael J. Cambridge
Printed Name

Title: Oneida County Executive

Title: Director, Division of Env. Health Protection

Date: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Number: # _____

		APPENDIX B	
		BUDGET	
Organization Name: Oneida County Health Department			
Budget Period: April 1, 2014 to March 31, 2015			
Personal Service:		Percent Effort	
		Funded Annually	
		% time devoted	
		to This Project	
		Total Amount	
		Budgeted	
Name	Title	Annual Salary	Total Amount Budgeted
P. Ellis	Director of Health	\$81,661	\$1,633
D. Gilmore	Environmental Director	\$81,473	\$2,444
T. Engle	Fiscal Admin.	\$82,245	\$1,645
N. Hinman	Attorney	\$68,506	\$3,425
S. Batson	Prn. PH Sanit.	\$69,195	\$2,768
J. Manion	Sr. PH Sanit.	\$60,070	\$6,007
J. St. Thomas	Prn. Clerk	\$41,495	\$4,150
Total Salary			\$22,072
Fringe Benefits (42.9%)			\$9,469
TOTAL PERSONAL SERVICE:			\$31,541
Other than Personal Service:			
Category			
	supplies		\$449
	travel		\$1,213
	telephone		\$200
	postage		\$200
	printing		\$100
	photocopy		\$100
	other contractual services		
	Oneida County Sheriff		\$29,000
TOTAL OTHER THAN PERSONAL SERVICES			\$31,262
TOTAL PERSONAL AND OTHER THAN PERSONAL SERVICES:			\$62,803

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

January 2014

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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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments 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). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

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) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, 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 the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, 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 and 5 NYCRR 143, 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 the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(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, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts 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. 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 Department of Economic Development's Division 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 Section 165 of the State Finance Law, (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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

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).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.